COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2015-08-11-A

AN ORDINANCE APPROVING THE ANNUAL PEOPLEWARE AGREEMENT

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 11th DAY OF AUGUST, 2015

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS 11th DAY OF AUGUST, 2015
ORDINANCE NO. 2015-08-11-A

AN ORDINANCE APPROVING THE ANNUAL PEOPLEWARE AGREEMENT

WHEREAS, Fayette County, Illinois (the “County”), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the “Code”); and

WHEREAS, the County Clerk has reviewed and requested approval from the County Board of the attached Annual Peopleware Agreement (attached hereto as Exhibit A) to provide the County Clerk’s office with access to support, enhancements and training for certain software and hardware used by County Clerk’s Office in the performance of their daily affairs; and,

WHEREAS, that said contract is for the purpose of County Clerk’s business software and that the contract price of Seven Thousand Nine Hundred Thirty Dollars ($7,930.00) will be paid out of the County Clerk’s budget; and

WHEREAS, it is in the best interests of the County to approve the attached contract.

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

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Annual Peopleware Agreement.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Contract in the name of the County. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman on such Contract. Upon passage
and signing of this Ordinance and the Contract, the County Clerk shall file a certified copy of such executed documents.

**SECTION 4. AUTHORIZATION TO OTHERS.** All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Contract.

**SECTION 5. SEVERABILITY.**

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

**SECTION 6. REPEALER.**

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the __11th__ day of August, 2015, upon yea and nay vote as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
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<tr>
<td>JEAN B. FINLEY</td>
<td>aye</td>
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<tr>
<td>JACOB HARRIS</td>
<td>aye</td>
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<tr>
<td>JOHN C. DANIELS, JR.</td>
<td>aye</td>
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<tr>
<td>GLEN W. DANIELS</td>
<td>aye</td>
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<tr>
<td>JOHN BLYTHE</td>
<td>aye</td>
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<td>DEAN J. BERNHARDT</td>
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<td>JEFFREY E. BECKMAN</td>
<td>aye</td>
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<tr>
<td>KEITH COLE</td>
<td>aye</td>
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<tr>
<td>DARRELL SCHAAAL</td>
<td>aye</td>
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<td>JOE E. KELLY</td>
<td>aye</td>
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<tr>
<td>GLENN GURTNER</td>
<td>aye</td>
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<tr>
<td>TROY L. PATTILLO</td>
<td>aye</td>
</tr>
<tr>
<td>WADE WILHOUR</td>
<td>aye</td>
</tr>
</tbody>
</table>
APPROVED by the Chairman of the Fayette County Board, Illinois on the __11th____ day of August, 2015.

[Signature]
Chairperson
Fayette County Board, Illinois

ATTEST:

[Signature]
Vicky Conder
Fayette County Clerk

[SEAL]
ANNUAL PEOPLEWARE AGREEMENT

THIS AGREEMENT is made and entered into as of September 1, 2015, by and between

Computer Information Concepts, Inc.
2843 31st Avenue
Greeley, Colorado 80631

a Colorado Corporation, hereinafter referred to as "CIC" and

Fayette County
221 S 7th Street
Vandalia, Illinois 62471

hereinafter referred to as "Customer".

WITNESSETH:

WHEREAS, CIC has determined to provide Customer access to support, enhancements and training for Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment, hereinafter referred to as "Annual PEOPLEWARE" and additional products and/or services Customer may request in the future, to maintain or enhance Customer's automation environment, hereinafter referred to as "Products / Services"; and

WHEREAS, Customer has elected to purchase CIC's Annual PEOPLEWARE as evidenced on Exhibit A, attached hereto and by this reference made a part hereof, and in the future may purchase additional Products / Services, as will then be evidenced on Exhibit B(s), "SAMPLE" attached hereto and by this reference made a part hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree that CIC will deliver Annual PEOPLEWARE to Customer, twenty-four (24) hours/day, seven (7) days/week.

ANNUAL PEOPLEWARE

A. Hardware

Maintenance - CIC will assist in problem determination and cooperate with Customer and Customer's maintenance personnel to maximize up time. Although CIC may recommend computer hardware maintenance options, actual agreement execution and resultant costs, remain Customer's responsibility.

Emergency Backup - CIC will provide personnel to assist Customer in locating backup computer hardware; coordinate the temporary relocation of Customer's operating / application systems / data and assist in Customer's emergency processing, at CIC's then current hourly rate.
B. **Software**

**Operating Systems** – CIC trained personnel will promptly respond / resolve all connectivity and communication questions, problems, etc. encountered in the use of your hardware, operating systems, local area and wide area networks, including hubs, routers, VPN devices, communication lines, etc. and will inform, recommend and assist you in ordering / pre-testing all future operating system releases, enhancements and/or program temporary fixes from CIC's vendors necessary to maintain your hardware at a level supportable by CIC.

**Application Systems** – CIC develops and maintains a working knowledge of not only the Application Systems, but more importantly, how each of our many features are currently used in your operation, permitting our PEOPLEWARE Team's active participation in recommending procedural changes necessary to increase utilization of our new features and enhancements as they become available. Following initial implementation, CIC will continue to inform, recommend and assist in ordering, providing and pre-testing all new Application System Releases, Enhancements and/or Program Temporary Fixes from CIC's vendors, as necessary, to maintain your software at a level supportable by CIC.

**Future Releases / Enhancements / Program Temporary Fixes** – CIC will inform, recommend and assist Customer in ordering / pre-testing all future operating or application system releases, enhancements and/or program temporary fixes from CIC and CIC's vendors necessary to maintain Customer at a level supportable by CIC. Actual acquisition and/or on-site installation / implementation costs for such future releases, enhancements and/or program temporary fixes remain Customer's responsibility unless specifically included on Exhibit A.

C. **PEOPLEWARE**

**“INSTANT Response”** – Customers utilizing our **“Internet Accessible” Annual PEOPLEWARE System (APS)** to log support calls by **“Task Code”** - Twenty-Four (24) Hours/Day – Seven (7) Days/Week, may enter their specific questions and/or concerns in their own words, attach all related screen / report images for further clarification, select priority / maximum response times of **IMMEDIATE**, 2, 4 or 8 working hours and receive automatic e-mail updates triggered by every support call action.

1. APS provides retrieval / displays CIC's resolution documentation for a date range within the same **“Task Code”** to our staff, providing immediate resolution for a high percentage of your support calls along with excellent cross training to prevent related calls in the future.

2. Our APS **“Quick Reference”** also provides Customers instant access to our most current Web Based Documentation for your specific **“Task Code”**, saving you valuable time normally spent looking for your current copy of CIC's manual or the applicable section, page and paragraph.

3. APS enables our Customers to confirm CIC's open support call status (Internet & Telephone), reassignment, escalation and projected resolution date / time plus provide an opportunity for our Customers to add additional information to their original open call(s) at any time.

4. When requested, APS displays a list of current **“PeopleWires”**, which describe CIC known problems / issues communicated to our Customers. If a CIC program temporary fix (PTF) is available, our FTP location and automatic downloading instructions will be provided. Otherwise, CIC's recommended “temporary work around” with instructions can be viewed and printed, along with our current estimated PTF availability.
5. Finally, using APS, Customers are provided the ability to access their Support Issues, along with all associated Actions and Resolutions, that have been closed within the past year by “Keyword”, Date Range and/or Reference Number.

Toll Free Access – CIC will continue to provide Customer with toll free telephone access plus CIC’s assistance in entering Customer's questions / concerns and requested maximum response time of 2, 4 or 8 working hours into CIC’s Annual PEOPLEWARE System.

Support – In summary, CIC will provide the computer hardware, operating and application systems, communication networks and/or other related support necessary to assure Customer’s optimum utilization of existing / future functionality regardless of Customer’s employee turnover, reassignment and/or future operating or application system releases, enhancements and/or program temporary fixes, by telephone, “DESKTOP Response” and/or “ON-DEMAND Response” unless, dependent upon severity, expediency and other pertinent factors, CIC determines to travel to Customer's location.

Training - CIC will also provide the computer hardware, operating and application systems, communication networks and/or other related training necessary to assure Customer’s optimum utilization of existing / future functionality regardless of Customer’s employee turnover, reassignment and/or future operating or application system releases, enhancements and/or program temporary fixes, at CIC’s then current telephone / “DESKTOP Response” / “ON-DEMAND Response” hourly rates or regional workshop / on-site daily rates.

Problem Identification / Vendor Communication - Customer assumes responsibility for identifying probable cause and providing additional information as required, to assist CIC and CIC’s vendors in resolving Customer’s questions / concerns. CIC assumes exclusive responsibility for communicating and coordinating with all vendors in resolving Customer's questions / concerns.

Products / Services - CIC will maintain the configuration, system / communication schematics, file utilization and staff knowledge necessary to assure the continuing compatibility of any Products / Services purchased from CIC with Customer's existing computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment.

Site Evaluation - CIC will periodically review and discuss Customer's satisfaction with the Annual PEOPLEWARE and Products / Services provided by CIC and CIC’s vendors, the effectiveness of Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment and recommend additional Annual PEOPLEWARE and/or Products / Services for Customer's consideration.

GENERAL

Delivery - Although CIC may assist Customer in purchasing and coordinating the timely delivery and installation of Products / Services from CIC’s vendors, CIC shall not be liable for any damages, penalty for delay in delivery and/or failure to give notice of delay when such delay is due to acts of God, delay in transportation, delay in delivery or any other causes beyond the reasonable control of CIC.

Access - Subject to statutory or Customer determined limitations, Customer agrees to permit CIC’s employees access to Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment including access to Customer’s Internet connection and a telephone, for purposes of performing CIC’s obligations under this Agreement.
Customer further agrees to make its employees available to CIC at Customer's location to facilitate effective implementation / utilization of Annual PEOPLEWARE and/or Products / Services and understands that failure to do so can result in additional CIC effort / time, which may be billable to Customer.

**Non-Disclosure** - CIC and Customer acknowledge confidential information considered proprietary by one of the parties may be furnished by it to the other party from time to time in the performance of this Agreement. CIC and Customer agree to not discuss, reveal or provide such confidential information except to the extent disclosure is required by law or by an order of a court of competent jurisdiction.

The parties further agree the proprietary nature of CIC's Annual PEOPLEWARE procedures and related documentation are of substantial importance and it shall be Customer's obligation to protect said procedures and related documentation from unauthorized disclosure or use and to destroy all such confidential information upon the expiration or termination of this Agreement.

**Additional Expenses** – All miscellaneous expenses incurred by CIC, i.e., travel, mileage, lodging and meals are additional and will be invoiced at cost and paid monthly to CIC by Customer upon receipt of invoice, unless otherwise stated herein.

**Financial Liability** – Each party shall be solely responsible for any liability resulting from that party’s negligence.

**Ownership** - Customer will defend and indemnify CIC against any claim or legal proceedings with regard to Customer’s proprietary rights to use all computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment. CIC will defend and indemnify Customer against any claim or legal proceedings with regard to CIC’s proprietary rights to provide the Annual PEOPLEWARE and Products / Services delivered in this Agreement subject to CIC's and CIC's respective vendor software license agreements, which CIC shall provide and Customer agrees to sign.

**Warranty and Limitation of Remedy** - CIC warrants the Products provided hereunder will perform according to the respective vendor's and CIC's published specifications, that any and all such warranties provided by the manufacturers or original vendors shall be passed on and inure to the benefit of the Customer. CIC further warrants the Annual PEOPLEWARE and Products / Services provided under this Agreement will not prevent the Customer’s computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment from operating and providing the functionality previously available to Customer. The warranty stated herein shall survive during the entire term of this Agreement.

The aforesaid warranty and CIC's obligation and liabilities thereunder are in lieu of, and Customer hereby waives, all other guarantees and warranties and all obligations and liabilities thereunder, expressed or implied arising by law or otherwise, including without limitation any implied warranty of fitness for a particular purpose or of merchantability, and all obligations and liabilities with respect to loss of use, indirect and consequential damages including but not limited to loss of profits or revenue, loss of use of equipment, costs of substitute equipment, or other down-time costs.

Customer agrees CIC's maximum liability will be limited to the EXHIBIT A - ANNUAL PEOPLEWARE TOTAL CIC received in the most recent year, minus any funds owed or disbursed for support and enhancements.
Non-Employment - Independent of any other obligation under this Agreement, CUSTOMER and CIC agree to not intentionally, whether directly or indirectly, whether as an individual for its own account, for or with any other person, firm, corporation, partnership, joint venture, association, organization, or other entity whatsoever, interview or attempt to employ, contract with or otherwise obtain the services of a current or former employee of the other party without such party’s approval, for a period of one (1) year after completion of this Agreement. The interviewing company agrees to inform the employee that notification must be made to their current (or past) employer prior to any offer being extended to the individual. This provision is not intended to restrict the civil rights or liberties of any private individual, but to curtail counter productive human resource depletion of one (1) party for the advantages of the other party while both parties have rights and obligations under this Agreement.

Execution / Term - This Agreement is in full force and effect as of the date of execution, for one (1) year from the date and year first above written and shall be considered renewed annually by CIC’s issuance of an invoice for this same EXHIBIT A - ANNUAL PEOPLEWARE TOTAL or in subsequent years, CIC’s revised EXHIBIT A - ANNUAL PEOPLEWARE TOTAL and invoice paid by Customer, within thirty (30) days of each renewal date.

Notwithstanding the foregoing, Customer may terminate this Agreement for cause upon ninety (90) days written notice to CIC and the EXHIBIT A - ANNUAL PEOPLEWARE TOTAL received by CIC in the most recent year, minus any funds owed or disbursed for support and enhancements, prorated through the date of such termination, returned to Customer, providing CIC is given such ninety (90) days to resolve the issues at hand to Customer’s satisfaction.

Either party may also terminate this Agreement in writing, at least ninety (90) days prior to each renewal date.

Governing Law - This Agreement constitutes the entire Agreement between the parties, and shall be construed in accordance with the laws of the State of Illinois.

Waiver – The waiver of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.

Assignment – This Agreement shall be binding upon and shall inure solely to the benefit of the parties hereto and their respective successors in interest and not for the benefit of any other person or legal entity.

Although CIC may assign data translation, installation, training, support and enhancement development to its vendors, distributors and/or subcontractors, CIC shall at all times be responsible for their performance.

Entire Agreement - The Agreement and the attachments hereto represent the entire agreement between the parties and shall supersede all existing contracts and/or agreements previously executed between said parties, with respect to the subject matter hereof. All parties have negotiated this Agreement at arms length, and no party shall be deemed as the drafter of the Agreement for purpose of interpreting any potential ambiguities in the Agreement and each provision and Exhibit hereof, may be modified only in writing duly executed by all parties. In the event Customer issues a purchase order or other instrument for the Annual PEOPLEWARE and/or Products / Services herein specified, it is understood and agreed that such purchase order or other instrument is for the Customer's internal use and purpose only and shall in no way affect any of the terms and conditions of this Agreement.
Status - CIC shall be considered an independent contractor, and this Agreement does not constitute or imply that CIC is or will be an employee of Customer.

Insurance – During the term of this Agreement, CIC shall carry and maintain Workmen's Compensation and Employer's Liability Insurance covering its employees in accordance with statutory requirements applicable to the performance of its business.

Subject Headings - The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of its provision.

Severability - In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement shall continue to remain in effect.

Notices - The notices to be given under this Agreement shall be made in writing and shall be sufficient if delivered personally or mailed by First Class United States Mail, postage prepaid, to the other party at the address previously indicated.

The parties hereto have executed this Agreement the day and year first above written.

By: ____________________________ By: ____________________________

Computer Information Concepts, Inc.  Fayette County, Illinois
EXHIBIT A

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Fayette County, Illinois, dated September 1, 2015.

ANNUAL PEOPLEWARE

$1,980.00 Support – Operating Systems
  $ .00 – Server Farm
    “Without an On-Site Full Time Network Technician”
  $ .00 – Personal Computer / Server, Department and/or County File Server(s)
    “With an On-Site Full Time Network Technician”
  $750.00 – Department / County with Maximum of Six (6) Hardware Devices
    “Without an On-Site Full Time Network Technician”
  $1,500.00 – Personal Computer / Server or Department File Server
    “Without an On-Site Full Time Network Technician”
  $2,500.00 – County File Server(s)
    “Without an On-Site Full Time Network Technician”

CIC trained personnel will promptly respond by telephone, DESKTOP Response and/or ON-DEMAND Response to all connectivity and communication questions, problems, etc. encountered in the use of your hardware, operating systems, local area and wide area networks during operation of the following Application Systems and will inform, recommend and assist you in ordering / pre-testing all future operating system releases, enhancements and/or program temporary fixes from CIC’s vendors necessary to maintain your hardware at a level supportable by CIC. On-Site operating system support and installation / configuration of new equipment is additional and will be invoiced in one (1) hour increments at CIC’s then current travel & on-site hourly rates plus mileage, lodging and meals at cost and paid monthly to CIC by Customer upon receipt of invoice.

1,980.00 Server Farm – Web Site Hosting (Includes Unlimited Concurrent Users, Virus Protection, SQL Server & SSL Certificate plus 10.8Mbps Committed Information Rate (CIR) Access) – Annual Lease – 20GB

$5,500.00 Support – Application Systems

  100.00 INSTANT Sharing / Seat – 2 Seats
  470.00 MinutesTaker Board
    Pro-rated August 1, 2015 – August 31, 2016
  4,070.00 Records Management / Imaging – Illinois
  660.00 Remote Access / Printing Service w/CIC State Wide Software License
  200.00 Server Farm – Web Site Hosting (Includes Unlimited Concurrent Users, Virus Protection, SQL Server & SSL Certificate plus 10.8Mbps Committed Information Rate (CIR) Access) – 20GB

$725.00 Enhancements – Application Systems

  125.00 MinutesTaker Board
    Pro-rated August 1, 2015 – August 31, 2016
  445.00 Records Management / Imaging – Illinois
  155.00 Remote Access / Printing Service w/CIC State Wide Software License

($275.00) Annual Peopleware INSTANT Response Support Call Log Credit – 77.42% Logged

$7,930.00 ANNUAL PEOPLEWARE TOTAL
Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Fayette County, Illinois, dated September 1, 2015.

PRODUCTS / SERVICES TO BE PROVIDED:

<table>
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<tr>
<th>Description</th>
<th>Qty</th>
<th>Retail</th>
<th>Discounted</th>
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TOTAL RETAIL PRICE $x,xxx.xx
TOTAL EXHIBIT PRICE $x,xxx.xx

Miscellaneous Expenses, i.e.; travel, mileage, lodging, meals, etc., at cost, will be paid by Customer upon receipt of a separate CIC invoice.

SCHEDULED DELIVERY:

It is anticipated the Products / Services will be delivered / provided within thirty (30) days after CIC’s receipt of this signed exhibit and your Check or Purchase Order.

ACCEPTANCE / PAYMENT TERMS:

To complete the ordering process, please:

1. Mail a signed copy of this Exhibit along with your Check for the Total Exhibit Price to 2843 31st Avenue, Greeley, Colorado 80631

OR

2. Fax a signed copy of this Exhibit along with your Purchase Order for the Total Exhibit Price to (970) 330-0839. Full Payment will then be due and payable upon delivery of the Products / Services.

Failure to execute within twenty (20) days will render this Exhibit null and void.

By: ________________________________ By: ________________________________
Computer Information Concepts, Inc. Customer

______________________________ ________________________________
Exhibit Date Acceptance Date
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2015-08-11-B

AN ORDINANCE APPROVING THE ILLINOIS FOP LABOR COUNCIL UNION CONTRACT FOR DECEMBER 1, 2014 TO NOVEMBER 30, 2017

ADOPTED BY THE FAYETTE COUNTY BOARD OF THE COUNTY OF FAYETTE, ILLINOIS
THIS ________11th_________ DAY OF AUGUST, 2015

PUBLISHED BY THE AUTHORITY OF THE COUNTY BOARD OF FAYETTE COUNTY
THIS ________11th_________ DAY OF AUGUST, 2015
ORDINANCE NO. 2015-08-11-B

AN ORDINANCE APPROVING THE ILLINOIS FOP LABOR COUNCIL UNION CONTRACT FOR DECEMBER 1, 2014 TO NOVEMBER 30, 2017

WHEREAS, Fayette County, Illinois (the “County”), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the “Code”); and

WHEREAS, the Fayette County Sheriff and the Insurance and Personnel Committee has reviewed and requested approval from the County Board of certain and specific terms of the negotiated union contract with the Illinois FOP Labor Council pertaining to police deputies, dispatchers, jailers, etc. (attached hereto as Exhibit A); and,

WHEREAS, the Fayette County Board has previously affirmed terms regarding wages and health insurance among other agreements and that the full and complete agreement is attached hereto as Exhibit A; and

WHEREAS, it is in the best interests of the County to approve the attached contract.

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

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Illinois FOP Labor Council union contract for the fixed term of December 1, 2014 to November 30, 2017.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Contract in the name of the County. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman on such Contract. Upon passage
and signing of this Ordinance and the Contract, the County Clerk shall file a certified copy of
such executed documents.

**SECTION 4. AUTHORIZATION TO OTHERS.** All Officers, Employees and Agents of the
County are hereby authorized, empowered, and directed to take any and all actions necessary,
appropriate or convenient to effectuate the purposes of this Ordinance and complete the
execution of the Contract.

**SECTION 5. SEVERABILITY.**

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the
invalidity of such section, paragraph, clause or provision shall not affect any of the other
provisions of this Ordinance.

**SECTION 6. REPEALER.**

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of
this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the ___11th___ day of
August, 2015, upon yea and nay vote as follows:

JEAN B. FINLEY  
JACOB HARRIS  
JOHN C. DANIELS, JR.  
GLEN W. DANIELS  
JOHN BLYTHE  
DEAN J. BERNHARDT  
KEITH COLE  
DARRELL SCHAAL  
JOE E. KELLY  
GLENN GURTNER  
TROY L. PATTILLO  
WADE WILHOUR

____ aye
____ aye
____ aye
____ aye
____ aye
____ aye
____ aye
____ aye
____ aye
____ aye
____ aye
APPROVED by the Chairman of the Fayette County Board, Illinois on the 11th day of August, 2015.

Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Conder
Fayette County Clerk

(SEAL)
RESOLUTION NO. 2016-01-12-C

WHEREAS, Fayette County, Illinois (the "County"), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the "Code"); and

WHEREAS, the County, along with the Fayette County Sheriff, has previously entered into the Illinois Fraternal Order of Police Labor Council Union Agreement; and,

WHEREAS, the bargaining unit and the Union have requested an amendment to Section 16.6 of the Union Agreement; and

WHEREAS, it is in the best interest of Fayette County to ratify the amendment, a copy of which is attached hereto; and

NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. RECITALS.

The County Board hereby finds that the recitals contained in the preambles to this Resolution are true and correct and does incorporate them into this Resolution by reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the amendment to Section 16.6 of the Illinois Fraternal Order of Police Labor Council Union Agreement.

SECTION 3. AUTHORIZATION TO OFFICERS.

The Fayette County Board Chairman is authorized, empowered and directed to execute the amendment to Section 16.6 of the Illinois Fraternal Order of Police Labor Council Union Agreement in the name of Fayette County. The County Clerk is hereby authorized empowered and directed to attest the signature of the Chairman on such Agreement. Upon passage and signing of this Resolution, the County Clerk shall file a certified copy of such executed documents.

SECTION 4. SEVERABILITY.

If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.
Sideletter to Agreement
Between
Fayette County/Fayette County Sheriff
And
IL FOP Labor Council
Representing
Fayette County FOP #111

The Employer (Fayette County/Fayette County Sheriff) and the Union (IL FOP Labor Council, representing Fayette County FOP #111) agree to modify Section 16.6 of their Collective Bargaining Agreement (Agreement). Modifications shall add the position of Jail Administrator to the section. Modifications shall also amend how longevity is calculated upon return to the bargaining unit for the positions of Chief Deputy and Jail Administrator. All other provisions of the Agreement shall remain status quo.

Section 16.6 is amended as shown with bold type and strikethrough type:

Section 16.6. Chief Deputy or Jail Administrator Position and Bargaining Unit Seniority

Any bargaining unit employee who is promoted to the position of Chief Deputy or Jail Administrator shall have their seniority rights impacted in the following manner:

1. Classification seniority shall cease to accumulate for the period during which any employee holds the Chief Deputy or Jail Administrator position. Classification seniority which has accumulated prior to the promotion will remain at that level until the employee returns to the bargaining unit, at which time the employee will again begin accruing classification seniority within the bargaining unit.

2. Seniority for longevity pay will be based upon classification seniority, as measured in #1 above Department seniority, as defined in part 5, Definitions, below. Time spent outside the bargaining unit as Chief Deputy or Jail Administrator shall count toward longevity pay upon return to the bargaining unit.

3. Seniority for vacation accumulation will be based on total county employment seniority.

4. Seniority for pension accumulation shall be based on length of total full time county employment seniority.
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2015-08-11-C

AN ORDINANCE APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN FAYETTE COUNTY GOVERNMENT (COUNTY CLERK, SUPERVISOR OF ASSESSMENT AND TREASURER) AND LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, THE SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL AND LABORERS' LOCAL 1197 FOR THE DURATION OF DECEMBER 1, 2014 THROUGH NOVEMBER 30, 2017

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS ________ Day Of August, 2015

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS ________ Day Of August, 2015
ORDINANCE NO. 2015-08-11-C

AN ORDINANCE APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN FAYETTE COUNTY GOVERNMENT (COUNTY CLERK, SUPERVISOR OF ASSESSMENT AND TREASURER) AND LABORERS’ INTERNATIONAL UNION OF NORTH AMERICA, THE SOUTHERN AND CENTRAL ILLINOIS LABORERS’ DISTRICT COUNCIL AND LABORERS’ LOCAL 1197 FOR THE DURATION OF DECEMBER 1, 2014 THROUGH NOVEMBER 30, 2017

WHEREAS, Fayette County, Illinois (the “County”), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the “Code”); and

WHEREAS, the Fayette County Clerk, Supervisor of Assessment and Treasurer and the Insurance and Personnel Committee has negotiated the terms of a new collective bargaining agreement with the Laborers’ International Union of North America, the Southern and Central Illinois Laborers’ District Council and Laborers’ Local 1197 (hereinafter referred to as “Laborers’ Local 1197”) and that the certain and specific terms are more fully set forth in the attached Collective Bargaining Agreement; and,

WHEREAS, it is in the best interests of the County to approve the attached collective bargaining agreement.

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

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Collective Bargaining Agreement between Fayette County and Laborers’ Local 1197 for the duration of December 1, 2014 to November 30, 2017.

SECTION 3. AUTHORIZATION TO OFFICERS.
The County Board Chairman is authorized, empowered and directed to execute the Contract in the name of the County. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman on such Contract. Upon passage and signing of this Ordinance and the Contract, the County Clerk shall file a certified copy of such executed documents.

SECTION 4. AUTHORIZATION TO OTHERS. All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Contract.

SECTION 5. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 6. REPEALER.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the 11th day of August, 2015, upon yea and nay vote as follows:

JEAN B. FINLEY aye
JACOB HARRIS aye
JOHN C. DANIELS, JR. aye
GLEN W. DANIELS aye
JOHN BLTYTHE aye
DEAN J. BERNHARDT aye
KEITH COLE aye
DARRELL SCHAAAL aye
JOE E. KELLY aye
GLENN GURTNER
TROY L. PATTILLO
WADE WILHOUR

aye
aye
aye

APPROVED by the Chairman of the Fayette County Board, Illinois on the 11th day of August, 2015.

Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Conder
Fayette County Clerk

(SEAL)
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FAYETTE COUNTYGOVERNMENT
(County Clerk, Supervisor of Assessment, and Treasurer)

AND

LABORERS’ INTERNATIONAL UNION OF NORTH AMERICA,
THE SOUTHERN AND CENTRAL ILLINOIS LABORERS’ DISTRICT COUNCIL
AND
LABORERS’ LOCAL 1197

DURATION: December 01, 2014 THROUGH NOVEMBER 30, 2017
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PREAMBLE

This Agreement is entered into by the County of Fayette, a body politic, by its duly constituted County Board, hereinafter referred to as the "Employer" and The Laborers' International Union of North America, the Southern Central Illinois Laborers' District Council and Laborers' Local 1197, hereinafter referred to as the "Union".

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the Employees in the bargaining unit, and to make clear the basic terms upon which said relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employee wages, hours and working conditions.

In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE 1
RECOGNITION

The Employer hereby recognizes the Laborers' International Union of North America as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours and other terms and conditions of employment for all employees in the bargaining unit.

Included: All full time and permanent part-time employees in the offices of the Fayette County Clerk, Fayette County Treasurer and Fayette County Supervisor of Assessment.

Excluded: All supervisory, confidential and managerial employees as defined by the Illinois Public Labor Relations Act.

ARTICLE 2
NEW CLASSIFICATIONS AND VACANCIES

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Union agree to jointly petition the State Labor Board to seek the necessary unit clarification. If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor 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 second step of the grievance procedure. The second step Grievance Committee or Arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

(a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's workforce;

(b) Like positions with similar job content and responsibilities within the labor market generally; and

(c) Significant differences in working conditions to comparable position classifications.

(d) The pay grade originally assigned by the Employer shall remain in effect pending the decision. If the decision of the second step Grievance Committee or Arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with the posting and bidding procedures of this Agreement.

**ARTICLE 3**

**NON-DISCRIMINATION**

**Section 1. Equal Employment Opportunity**
The Employer will continue to provide equal employment opportunity for all employees and develop and apply equal employment practices.

**Section 2. Prohibition Against Discrimination**
Both the Employer and the Union agree not to illegally 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 or physical handicap or sexual orientation.

**Section 3. Union Membership or Activity**
Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

**ARTICLE 4**

**MANAGEMENT RIGHTS**

The Employer, through its respective Elected Officials/Department Heads, possesses the sole right to operate the Offices of the County and all
management rights therein. Nothing herein shall affect the internal control authority of the Elected Official/Department Head. Except as specifically amended, changed or modified by this Agreement, these rights include, but are not limited to, the following:

(a) To direct all operations of each of the county offices aforementioned;

(b) To establish reasonable work rules and schedules of work;

(c) To hire or promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the County;

(d) To suspend, discharge and take other disciplinary action against employees under the established work rules and regulations of the County of Fayette and the provisions of this Agreement;

(e) To lay off employees;

(f) To maintain efficiency of the aforementioned county offices’ operations;

(g) To introduce new or improved methods or facilities;

(h) To change existing methods or facilities;

(i) To determine the kinds and amounts of services to be performed as pertains to each of the aforementioned county offices’ operations; and the number and kind of classifications to perform such services;

(j) To determine the methods, means and personnel by which each of the aforementioned county offices’ operations are to be conducted;

1) To determine proper uniform and attire for all personnel, to change, alter or amend this clothing and equipment as needed, and to set the dates of conversion from season to season;

2) To determine the duty assignments, the number of personnel per duty assignment, and to change or alter these after proper notice. For purposes of this Article, 48 hour notice shall be required.

3) To require compliance with regular written department rules and regulations, and to all general orders, special orders, official notices or memorandum issued from the Department Head/Elected Official on department letterhead, memorandum, general special order, or other identifiable department documents.
4) To establish required training sessions and qualifications for specific duty assignments and to change or amend these requirements as needed to meet departmental needs or requirements;

5) To determine the proper utilization of department equipment, the proper cleaning, care and maintenance of that equipment.

6) To retain the right to issue and/or assign any or all department equipment to employees or other individuals as necessary and directed by the Employer.

7) To schedule overtime work as required in the manner most advantageous to the department and in accordance with this Agreement.

It is understood and agreed that any of the rights, powers or authority or the Department Head/Elected Official had prior to the signing of this Agreement are retained by the Employer except those specifically abridged, granted, or modified by this Agreement.

ARTICLE 5
DUES DEDUCTION AND FAIR SHARE

Section 1. Dues Deduction
Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of union dues and initiation fees, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Secretary-Treasurer of the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date. The Employer shall provide to the Local Union a list of all bargaining unit employees' names and residential addresses. This list shall be updated as needed.

Section 2. Dues
Each employee, who on the effective date of this Agreement is a member of the Laborers' Union, and each employee who becomes a member after said date, shall, as a condition of employment, maintain his membership in good standing in the Union during the term of this Agreement.

With respect to any employee on whose behalf the Employer receives written authorization on the form attached as Appendix D, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the tenth (10th) day of
the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union, and will be mailed to the following address. Laborers' Local 1197, P.O. Box 56, McLeansboro, IL 62859.

Section 3. Fair Share
Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of union dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Employer shall, with respect to any employee on whose behalf the Employer has not receive a written authorization as provided for above, deduct from the wages of the Employee the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount in which the deduction is made, subject to the following:

(1) The Union has certified to the Employer that the affected employee has been delinquent in his obligation for at least thirty (30) days;

(2) The Union has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Union of his obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee; and

(3) The Union has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated. Adjudication shall have occurred before an impartial arbitrator assigned by the Employer and the Union for the purpose of determining and resolving any objections the Employer may have to the fair share fee.

Section 4. Indemnification
The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, or liability arising from any action taken by the Employer in complying with this Article.
ARTICLE 6
UNION REPRESENTATION

For the purpose of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 1. Grievance Processing
Union representatives shall be permitted reasonable time to meet with members during the members’ work day for the purpose of aiding or assisting or otherwise representing employees in the handling and processing of grievances or exercising other rights set forth in this Agreement. Such reasonable time shall be without loss of pay.

Section 2. Union Negotiating Team
Members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Union negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

Section 3. Union Steward
The Business Manager, hereafter identified or his successor, shall appoint a Steward, who may assist an employee in presenting a grievance to the Employer, or designee thereof, during non-working time unless the Employer agrees to waive this right. The Steward shall be the recognized representative of the Union during working hours and shall be subject to the same terms, conditions, and obligations of employment as any other employee.

ARTICLE 7
NO STRIKE – NO LOCKOUT

Section 1. No Strike-No Lockout Commitment
During the term of this Agreement, neither the Union nor its agents or any employee, for any reason will authorize, institute, aid, condone, or engage in a slow down, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 2. Resumption of Operations
The Union agrees to notify all local officers, Union representatives, and members of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may
be caused or initiated by others, and to encourage employees from violating Section 1 to return to work.

Section 3. Discipline of Strikers
The Employer may discharge or discipline any member who violates Section 1 and any member who fails to carry out his responsibilities under Section 2. The Union will not resort to the Grievance Procedure on such member’s behalf (except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure).

Section 4. Judicial Action
Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 8
PERSONNEL FILES

Section 1. Department Personnel Files
The Employer shall keep a central personnel file within the bargaining unit for each employee. The Employer is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.

Section 2. Inspection
Upon written request of an employee, the Employer shall reasonably permit an employee to inspect his personnel file subject to the following:

(a) Such inspection shall occur within a reasonable time following receipt of request;

(b) Such inspection shall occur during normal business hours (Monday through Friday, 8:00 a.m. to 4:00 p.m.) upon reasonable written request;

(c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein;

(d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending and is inspecting his file with respect to such grievance, that employee may have a Union representative present during such inspection or may permit the Union representative to inspect the personnel file subject to the procedures contained in this Article;
(e) Pre-employment information, such as reference reports, credit checks or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying unless such information is relevant to any issue or grievance for which it is sought to be used.

Section 3. Notification
The employees shall be given immediate notice by the Employer, or the Elected Official/Department Head, when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

Section 4. Limitation on Use of File Material
It is agreed that any material and/or matter not available for inspection, such as provided in Section 1 and 2 above, shall not be used in any manner or any forum adverse to the employee's interests unless such information is relevant to any issue or grievance for which it is sought to be used. Nothing should be used to build progressive discipline except documents in the personnel file.

Section 5. County Personnel Records
Under the supervision of the Elected Officials/Department Heads, the County Clerk, or his designee, shall take appropriate measures to establish and maintain an adequate personnel filing system for each employee and shall have a separate personnel file containing at a minimum (1) application form for employment; (2) pertinent correspondence; (3) his initial date of employment; (4) any existing position description; (5) forms for IMRF, health and life insurance and other employee benefits; (6) information regarding current sick, personal and vacation days as submitted by the Elected Officials/Department Heads monthly. Other employee personnel files may be maintained by each Elected Official/Department Head.

An employee may review his personnel file upon written request up to two (2) times per year, in accordance with applicable law. Such reviews will be conducted during regular office hours and the original file may not be removed from the County Clerk's Office or respective department unless otherwise required by law. No information will be made available to unauthorized personnel or persons without the express written permission of the employee in question. Such personnel records shall be considered confidential in nature.

It is important that personnel records be current and accurate. The employee should notify the County Clerk's Office of any changes in the following:

Name
Home Address and Telephone Number
Person to be notified in case of emergency or changes in that person's telephone number or address
Change in marital status, exemptions or beneficiary information
ARTICLE 9
DISCIPLINE AND DISCHARGE

Section 1. Discipline and Discharge
The parties recognize the principles of progressive and corrective discipline.

Disciplinary action or measures shall include only the following:

- Oral reprimand
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. Disciplinary action shall be taken within thirty (30) days of the events which gave rise to disciplinary charges.

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

Section 2. Limitation
The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. The Employer shall notify both the employee and the Union (Field Representative, Business Manager or Shop Steward) of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 3. Predisiplinary 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 Union (Field Representative, Business Manager or Shop Steward) 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 informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee. The employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union Representative shall be available within a reasonable amount of time of notification. If the employee does not request Union
representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

**Section 4. Investigatory Interviews**
Should the Employer desire 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 Union representation. No interview shall take place without the presence of a Union representative if the employee has requested Union representation. The role of the Union representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts.

**Section 5. Discovery**
The Union and the Employer agree to provide, upon written request to the other, copies of all:

1. witnesses and complaints (names and addresses)
2. all physical objects, including but not limited to, tape recordings and video recordings which may be related to the pending allegations
3. a complete copy of the affected employee’s personnel file and
4. all information or documents intended to be used by the parties in aggravation or mitigation

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**ARTICLE 10**
**DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

**Section 1. Definition of a Grievance**
A grievance is defined as any unresolved difference between the Employer and the Union or any employee regarding the application or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

**Section 2. Dispute Resolution**
In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and Elected Official/Department Head.

The employee shall make his complaint to the Elected Official/Department Head. The Elected Official/Department Head will notify the employee of the decision within two (2) 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 his assigned work task and complain later.
Section 3. Representation
Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one grievant representing group grievances present at any step of the grievance procedure. The employee is entitled to Union representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two (2) or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

Section 4. Subject Matter
Only one (1) subject matter shall be covered in any one (1) 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 5. Time Limitations
Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

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

Section 6. Grievance Processing
No employee or Union Representative shall leave his work assignment to investigate, file or process grievances without first making mutual arrangements with the Elected Official/Department Head. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaints later, unless the employee reasonably believes that the assignment endangers his safety.

Section 7. Grievance Meetings
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 workday.

Section 8. Steps in Procedure
Disputes arising under this Agreement shall be resolved as follows:
Step 1: If no agreement is reached between the employee and the Supervisor, as provided for in Section 2, Dispute Resolution, the Union shall prepare a written grievance on a form (attached as Appendix B) to be presented to the Elected Official/Department Head and Chairman of the County Board no later than ten (10) working days after the employee was notified of the decision by the Elected Official/Department Head. Within ten (10) working days after the grievance has been submitted, the Elected Official/Department Head and Chairman of the County Board shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Elected Official/Department Head and Chairman of the County Board shall respond in writing to the grievant and the Union Representative within ten (10) working days following the meeting.

Step 2: If the grievance is not settled at Step 1, the grievance may be referred in writing within ten (10) working days after the decision of the Elected Official/Department Head and Chairman of the County Board, to the Finance Committee of the County Board. Within twenty (20) working days after the grievance has been filed with the Committee, the Committee shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Committee shall respond in writing to the grievant and the Union within ten (10) working days following the meeting.

Step 3: If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the Committee's written decision or the expiration of the ten (10) day period if the Committee 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 Union shall request the Federal Mediation and Conciliation Service (FMCS) 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's representative and the Union. The Employer and the Union shall flip a coin to see who gets first strike. 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 his selection by joint letter from the Employer and the Union. Such letter shall request the Arbitrator to set a time and place for the hearing subject to the availability of the Employer and the Union representatives. The Arbitrator shall be notified of the mutually agreed issue(s) and all other issues not mutually agreed shall be set forth in writing within said notification. All hearings shall be held in the City of Vandalia, 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 the Union shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. 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 including the cost of the hearing room shall be shared equally by the Employer and the Union. Costs of arbitration shall include the Arbitrator's fees, room cost and transcription costs. Nothing in this Article shall preclude the Employer and the Union 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 Union and the employee or employees involved. The Arbitrator shall have no power to amend, modify, ignore, add to or subtract from the provisions of this Agreement.

ARTICLE 11
SENIORITY

Section 1. Definition of Seniority
As used herein, the term "seniority" shall refer to and be defined as the length of service within the offices covered by this agreement from the date of most recent hire. A seniority list is attached to this document including all active employees recognized seniority date.

Section 2. Probation Period
An employee is a "probationary employee" for his first six (6) months of employment. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as may otherwise be provided in this Agreement, until he has completed his probationary period. Upon completion of his probationary period, he will acquire seniority from his date of hire.

Section 3. Termination of Seniority
An employee shall be terminated by the Employer and his seniority broken when he:

(a) quits; or

(b) is discharged for just cause; or

(c) is laid off pursuant to the provisions of the applicable agreement for a period of twelve (12) months; or
(d) accepts gainful employment while on an approved leave of absence; or

(e) is absent for three (3) consecutive scheduled workdays without proper notification or authorization; or

(f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.

Section 4. Seniority While on Leave
Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

Section 5. Conflicts in Vacation or Personal Days
Employees shall select the use of vacation or personal days on the basis of seniority and with the approval of their respective Elected Official/Department Head when conflicts arise.

ARTICLE 12
LAYOFF

Section 1. Layoff
Where there is an impending layoff with respect to the employee in the bargaining unit, the Employer shall inform the Union in writing no later than thirty (30) days prior to such layoff. Layoffs may be initiated by the Employer due to financial constraints in the bargaining unit or when dictated by a change in Department staffing requirements. The Employer will provide the Union with the names of all employees to be laid off prior to the layoffs. The employees shall be laid off in accordance with their seniority unless department efficiency or budgetary restraints require a senior employee to be subject to layoff. All employees shall receive notice in writing of the layoff at least thirty (30) days in advance of the effective date of such layoffs. The parties agree layoffs will not be used a mechanism to erode the bargaining unit.

No person will be hired to perform those duties normally performed by an employee while any employee is on layoff status.

An employee that has been laid off shall have a right of recall for a period of twelve (12) months from the date of layoff. A notice of recall shall be mailed to the employee's last known address. The employee has the burden of notifying the Employer of any change of address. The failure of a laid-off employee to report within fourteen (14) days of receiving notification will terminate that employee's right to recall.

Section 2. Subcontracting
It is the general policy of the Employer to continue to utilize Employees to perform work for which they are qualified and available to perform. However, the right to introduce new methods of operations, to eliminate, relocate, transfer or subcontract work and to maintain efficiency in the respective departments is vested exclusively in the Employer provided the exercise of such rights by management does not conflict with the provisions of this Agreement. The Employer recognizes the integrity of the bargaining unit, and will not take any action for the primary purpose of eroding the bargaining unit.

ARTICLE 13
LEAVE OF ABSENCE/TIME OFF BENEFITS

Section 1. Holidays
The Employer and the Union agree that the County of Fayette has established a schedule of holidays to be observed during each calendar year by all County Offices and their employees. Holidays observed shall be the following:

- New Year's Day
- Martin Luther King Day
- Veteran's Day
- Easter Holiday
- Memorial Day
- Independence Day
- Christmas Eve
- Columbus Day
- General Election Day
- Thanksgiving Day
- Post-Thanksgiving Day
- Labor Day
- Christmas Day

All County offices covered herein shall be closed on the designated holiday except that on General Election Day, the County Clerk’s Office shall conduct elections as required by law. All employees eligible for holiday pay shall be entitled to the scheduled holiday off with pay. If an employee is required to work on a holiday they shall receive one and one-half (1 1/2) times their applicable rate in addition to the holiday pay.

If a Holiday occurs on a Saturday the date of observance will be the preceding Friday. If a Holiday occurs on a Sunday the date of observance will be the following Monday.

If a holiday occurs while an employee is on vacation or sick leave, that day will be treated as a holiday and not as vacation or sick leave.

In order to qualify for holiday pay, all full-time employees shall work their last regularly scheduled work day before the holiday and their first regularly scheduled work day after the holiday, unless the employee is taking paid time off for those days.

Section 2. Vacations
The Union and the Employer agree that each full-time Fayette County employee shall earn vacation time based upon his continuous service to the County in accordance with the following provisions:

- After one (1) year of service two (2) weeks vacation
- After seven (7) years of service three (3) weeks vacation
- After twelve (12) years of service four (4) weeks vacation
- After twenty-five (25) years of service five (5) weeks vacation

Employees only accrue vacation for time worked. Under no circumstances shall vacation leave be granted in excess of the amount of accrued vacation time earned by the employee through continuous service. Vacation leave may be used in increments of not less than one-half (1/2) day.

All vacation time shall be scheduled upon the request of an employee at the Elected Official/Department Head's discretion. The number of employees permitted to take vacation at the same time will be determined by the Elected Official/Department Head in order to maintain efficient operations. Vacations will be scheduled according to individual employee choice on a first request, first service basis. In the case of conflict, the most senior employee in the situation shall be given preference.

It is the Employer's philosophy that the purpose of vacation time is to provide sufficient time away from work for the physical and mental well being of our employees. Therefore, no payments will be made in lieu of taking vacation, except earned, unused vacation time at the time of termination. Once vacation is earned, it should be taken during the fiscal year (December 1 to November 30). Employees will not be allowed to accumulate more than twenty (20) working days of vacation.

Section 3. Sick Days
Sick days are considered a privilege and not considered a vested benefit. The Employer recognizes that an employee may occasionally be absent because of illness or injury and, therefore, provides paid sick days in an effort to protect the employee against loss of income in the event of such temporary absences. Employees will not be paid for unused sick leave either during the employment or when employment is terminated. Sick leave may be taken for personal, non-work related illnesses, injury or disability (including physician appointments, dental, eye, and other medical related examination or treatments) and illness of members of the immediate family (see Section 8. Definition of Family). Sick leave may be taken in increments of not less than fifteen (15) minutes.

Full-time employees after twelve (12) continuous months of employment shall be entitled to twelve (12) working days of sick leave.
An employee may accumulate one hundred twenty (120) sick days.

An employee who is vested in IMRF will receive one (1) month credit for retirement purposes for every twenty (20) days of unused sick time. The IMRF credit is subject to the current rules and regulations of IMRF.

Verification of illness may be required at the Elected Official/Department Head’s discretion; however, in any event, illnesses or injuries lasting 3 days or more may be substantiated that such days were used for the purpose herein set forth.

The Employer prohibits abuse of its sick leave policy. The Elected Official/Department Head shall determine if an employee has abused the sick leave policy of this Agreement and take appropriate disciplinary action.

Section 4.  Personal Days
After completing one (1) year of employment, all full-time employees shall be granted one (1) day per three (3) calendar months worked for personal business with full compensation. Such days may be taken only upon approval of the employee’s Elected Official/Department Head. Personal leave may not be used in increments of less than one-half (1/2) day at a time. Personal leave may not be accumulated from year to year by employees and no payment in lieu of personal time off will be granted either during employment or upon termination. Personal days shall not be claimed by an employee the work day before or the work day after a holiday.

Section 5.  Bereavement/Funeral Leave
In the event of the death of an immediate family member, an employee shall be permitted to be absent from his job for up to three (3) days per occurrence, with the Elected Official/Department Head’s approval. For each such day’s absence, the employee shall receive compensation at his normal rate of pay. If the employee desires to be absent for more than three (3) days, he may utilize previously earned, unused, vacation days or personal days and receive compensation for each such additional day’s absence at his normal rate of pay, provided that the Elected Official/Department Head approves such additional absence.

Any absence to attend the funeral of anyone who is not a member of an employee’s immediate family may be arranged with the Elected Official/Department Head without pay, but previously earned and unused vacation or personal days may be utilized in such case with the consent of the Elected/Official/Department Head.

In extenuating circumstances, the Elected Official/Department Head may authorize more time, chargeable to vacation or personal days or without pay.

Section 6.  Jury Duty
The Union and the Employer agree that the employees shall receive the necessary time off for jury duty and, if subpoenaed or written notice, as a witness in a criminal proceeding in accordance with applicable law. Employees must present a copy of the jury summons, witness subpoena, or other written notice to their Elected Official/Department Head immediately upon receipt thereof. Employees will be paid the difference between their regular base salary and any jury or witness pay received. The employee shall have the option to keep the money paid to the employee for court service and collect no pay from the County or turn said payment from the Court over to the County and receive their regular salary from the County. If released from jury duty prior to noon, the employee shall report back to work.

Jury or witness duty leave shall not include any matter in which the employee is personally involved as Plaintiff or Defendant or in which the employee appears as an expert witness.

Section 7. Prohibition Against Misuse of Leaves
During any leaves or time off granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the employee to possible disciplinary action, up to and including discharge.

Section 8. Definition of Family
A member of the immediate family shall be defined to be any employee's mother, father, wife, husband, daughter or son (including step children), (including step father and step mother or adopted child), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild, or spouses grandparent(s).

Section 9. Requests for Leave-Time Off
Requests for leave or time off (excluding personal time) shall be presented in writing to the Elected Official/Department Head forty-eight (48) hours prior to the date leave or time off is to commence. Requests for leave will be acted on, in writing, by the Elected Official/Department Head within forty-eight (48) hours of receipt of request for leave or time off. The Elected Official/Department Head may use his discretion as to written requests made under forty-eight (48) hours of receipt.

ARTICLE 14
HOURS OF WORK/OVERTIME

Section 1. Regular Hours
The regular hours of work each day shall be consecutive except that they may be interrupted by:
(a) Employees will be permitted two (2) fifteen (15) minute breaks as long as they remain on the premises; and shall be done in the following manner: one (1) during the first part of the shift and one (1) in the second part of the shift.

The employees will have a one (1) hour unpaid lunch period to be taken as near the middle of the workday.

Section 2. Work Week – Pay Period
The work week is defined as Monday through Friday inclusive of Saturday and/or Sunday as may be necessary from time to time. The pay period is defined as a regularly recurring period of fourteen (14) days.

Section 3. Workday
Up to seven (7) consecutive hours of work on Monday through Friday beginning 8:00 a.m. until 4:00 p.m. constitutes the regular work day.

Section 4. Work Shift
The Elected Official/Department Head of each department herein shall determine each employee’s respective begin and end time of the workday.

Section 5. Overtime
The employees shall be paid overtime as follows:

a) Cash payment at the rate of one and one-half (1 ½) hours for each hour worked beyond forty (40) hours in a work week. All compensable hours shall count towards accumulation of overtime.

b) Compensatory time may be paid in lieu of overtime payment if the hourly employee so elects. Compensatory time shall be calculated at the same rate as overtime.

c) In the event that any hourly employee is called back to work outside of their regular work hours they shall receive a minimum of two (2) hours of pay or compensatory time at one and one half (1 ½) hours of their regular wage rate.

ARTICLE 15
WAGES/COMPENSATION/ALLOWANCES

Effective 12-01-2014 employees covered by this agreement shall receive wage increases as follows:
Effective 12-01-2014 employees covered by this agreement shall receive a 2.5% wage increase.

Effective 12-01-2015 employees covered by this agreement shall receive a 2.5% wage increase.

Effective 12-01-2016 employees covered by this agreement shall receive a 2.5% wage increase.

Employees hired prior to 12-01-2014 shall receive step increases in the amount of two percent (2%) per hour on their anniversary date in years 1, 3, 5, 7, 10, 15, 20, 25, 30 & 35.

Employees hired after 12-01-2014 shall receive step increases in the amount of two percent (2%) per hour on their anniversary date in years 5, 10, 15, 20 & 25.

Starting salary for all hourly employees hired after 12/1/2014 shall be nine dollars ($9.00) per hour.

**ARTICLE 16**
**INSURANCE AND PENSION**

**Section 1. Insurance**
The Employer shall provide group health insurance benefits to eligible full-time employees under the same terms and conditions offered to the Fayette County Sheriff’s Department employees and in accord with the Affordable Care Act. The covered employee has the option to add their spouse and children for inclusion in the insurance plan, provided appropriate deductions will be taken from the employee’s salary. Those employees who are out of work as a result of non-work related illness or accidents, who have used up all sick leave, vacation time and/or personal days shall pay the premium for coverage under the said policy.

Employees who retire shall be eligible to participate in the Employer’s insurance plan by paying the premium for coverage under the said policies. For more details regarding such benefits, please contact the County Clerk’s Office.

**Section 2. Pensions**
The Employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by Illinois law.

**Section 3. Life Insurance**
The Employer shall maintain the current or substantially similar life insurance on covered employees for the duration of this agreement.
ARTICLE 17
LABOR MANAGEMENT/SAFETY COMMITTEE

Section 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 the Employer's designee(s). Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a Labor Management Conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

(a) Discussion of the implementation and general administration of this Agreement.

(b) A sharing of general information of interest to the parties.

(c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

(d) Discussions of implementing procedures to avoid future grievances of adjudicated grievances or to prevent any other grievances.

(e) Items concerning safety issues.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement.

To effectuate the purposes and intent of the parties, both parties agree to meet from time to time as necessary. Any report or recommendation which may be prepared by the Union or the Employer as a direct result of a Labor Management Conference will be in writing and copies shall be submitted to the Employer and the Union.

Section 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 at Labor Management Conferences.

Section 3. Union Representative Attendance
When absence from work is required to attend Labor Management Conferences, employees shall, before leaving their work station, give reasonable notice to and receive approval from, their Elected Official/Department Head in order to remain
in pay status. Elected Officials/Department Heads shall approve the absence except in emergency situations.

ARTICLE 18
GENERAL PROVISIONS

Section 1. Use of Masculine Pronoun
The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 2. Work Rules
Work rules of the Employer that are not in conflict with this Agreement shall continue in full force and effect.

Section 3. Americans with Disabilities Act (ADA)
During the term of this Agreement, should either party believe that the application of the Americans with Disabilities Act (ADA) requires modification to bargaining unit members’ terms and conditions of employment or to the terms of this Agreement, written notice shall be given to the other party. Agreed modifications resulting from these negotiations shall be ratified by the parties. Any impasse shall be resolved pursuant to the procedure set forth in Section 14 of the Illinois Public Labor Relations Act.

Section 4. Mandatory Substance Abuse Testing
The employees shall be prohibited from:

(a) consuming or possessing alcohol or illegal or illicit drugs, including but not limited to prescription medication for which the employee does not have a valid prescription, intoxicating compounds, and synthetic drugs, at any time during the work day or anywhere on any County premises or job sites, including all County buildings, properties, vehicles and the officer’s personal vehicle while engaged in County business except as required by an officer’s duties;

(b) illegally selling, purchasing or delivering any alcohol, or illegal or illicit drugs, including but not limited to prescription medication for which the employee does not have a valid prescription, intoxicating compounds, and synthetic drugs except as required by an officer’s duties;

(c) being under the influence of alcohol or illegal or illicit drugs, including but not limited to prescription medication for which the employee does not have a valid prescription, intoxicating compounds, synthetic drugs, and
prescription medication that renders the employee unable to perform his job properly and safely, during the course of the work day;

(d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs, including prescribed steroids, which they are taking.

When the Employer has reasonable suspicion to believe that an employee is then under the influence as described in subparagraph (c) above during the course of the work day, the Elected Official/Department Head shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 7 below. The foregoing shall not limit the right of the Employer to conduct such test as it may deem appropriate for persons seeking employment prior to their date of hire. Every four years after December 1, following an election and certification of the newly elected or re-elected official/Department Head for the following four years, and provided all other county employees, including the Sheriff's Office employees, are required to test, then all employees may be required to submit to testing as specified.

At the time an employee is ordered to submit to testing authorized by this Agreement, the Employer or Elected Official/Department Head shall provide the employee with a written notice of the order setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted reasonable opportunity to consult with a representative of the Union at the time the order is given; however, such reasonable opportunity shall not be any amount of time where spoliation may occur. No questioning of the employee shall be conducted without first affording the employee the right to Union representation and/or legal counsel. Refusal to submit to such testing shall subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

In conducting the testing authorized by this Agreement, the Employer or Elected Official/Department Head shall:

(a) use only a forensic laboratory or hospital facility that is licensed or is capable of being accredited;

(b) ensure that the laboratory or facility selected conforms to all appropriate standards;

(c) establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test
result. No employee covered by this Agreement shall be permitted at any
time to become a part of such chain of custody;

(d) collect a sufficient sample of the same bodily fluid or material from an
employee to allow for initial screening, a confirmatory test, and a sufficient
amount to be set aside reserved for later testing if requested by the
employee;

(e) collect samples in such a manner as to preserve the individual employee's
right to privacy, ensure a high degree of security for the sample and its
freedom from adulteration.

(f) confirm any same that tests positive in the initial screening for drugs by
testing the second portion of the same sample by gas chromatography,
plus mass spectrometry or an equivalent or better scientifically accurate
and accepted method that provides quantitative data about the detected
drug or drug metabolites;

(g) provide the employee tested with an opportunity to have the additional
sample tested by a clinical laboratory or hospital facility of the employee's
own choosing, at the employee's own expense, providing such testing
conforms with the requirements set forth in Sections 5(a), (b) and (f), and
provided the employee notifies the Elected Official/Department Head
within seventy-two (72) hours of receiving the results of the tests;

(h) require that the laboratory or hospital facility to report to the County that a
blood or urine sample is positive only if both the initial screening and
confirmation tests are positive;

(i) require that with regard to alcohol testing, for the purpose of determining
whether the employee is under the influence of alcohol, test results that
show an alcohol concentration of more than .08, based upon the grams
of alcohol per 100 milliliters of blood, be considered positive;

(j) provide each employee tested with a copy of all information and reports
received by the Employer or Elected Official/Department Head in
connection with the testing and the results;

(k) ensure that no employee is the subject of any adverse employment action
except emergency temporary reassignment with pay during the pendency
of any testing procedure. Any such emergency reassignment shall be
immediately discontinued in the event of a negative test result.

The Union and/or the employee, with or without the Union, shall have the
right to file a grievance concerning any testing permitted by this Agreement,
contesting the basis for the order to submit to the tests, the right to test, the
administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without voluntarily seeking treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the employee if he is then unfit for duty in his current assignment. The Employer and/or the Elected Official/Department Head shall make available a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer and/or Elected Official/Department Head, through whatever means, shall not be used in any manner adverse to the employee’s interests, except reassignment as described above.

In the first instance that an employee tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol of more than .04 or greater, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the Employer and/or Elected Official/Department Head. The foregoing is conditioned upon:

(a) the employee agreeing to appropriate treatment as determined by the physician(s) involved, at no additional cost to the Employer;

(b) the employee discontinues his use of illegal drugs or abuse of alcohol;

(c) the employee completes the course of treatment prescribed, including an “after-care” group for a period of up to twelve (12) months; and

(d) the employee agrees to submit to random testing during hours of work during the period of “after-care”.

Employees who do not agree to the foregoing, or who test positive a second or subsequent time, or who are determined to be under the influence as described in subparagraph (c) of the first part of this Section during the hours of work shall be subject to discipline, up to and including discharge.

If an employee is determined to be under the influence of alcohol of more than .00 but .04 or less, the employee shall be prohibited from working until his breath alcohol is .00. The employee shall be allowed to use vacation time for the time that is taken until his sample is .00. If the employee has no vacation time, then the time off shall not be paid. On the third instance that an employee is determined to be under the influence of alcohol of more than .00 but .04 or less,
the provisions of the voluntary election of treatment paragraph above including subparagraphs (a) through (d) may be implemented. However, should the employee not elect voluntary treatment then such employee shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer or Elected Official/Department Head to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current alcohol or substance abuse issues prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. The foregoing shall not limit the Employer's right to discipline employees for violating this Article.

Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform his normal duties may be temporarily reassigned with pay to other more suitable duties or suspended with pay.

Section 5. Union Representatives
Authorized Union representatives shall be permitted to visit the each of the departments during working hours to talk with employees covered by this Agreement and/or the Employer’s representatives concerning matters covered by this Agreement.

Section 6. Right to Examine Records
A Union Representative shall have the right to examine any and all records pertaining to the computation of any employee whose pay is in dispute pursuant to the Freedom of Information Act or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee’s written consent.

Section 7. Inoculations
The Employer agrees to pay all expenses for inoculation or immunization shots for the employee when such becomes necessary as a result of said employee's exposure, in the course of his employment, to infectious disease(s). Infectious disease(s) shall not include the common cold, influenza of any type, bronchitis, pneumonia, or any other similar disease.

Section 8. Safety Issues
The Elected Official/Department Head shall appoint a desigree(s) to represent him in meeting with the Union to discuss safety issues.
The designee(s) of the Elected Officials/Department Heads shall meet with the Union Safety Committee when it is necessary to discuss safety issues and such issues shall be submitted in writing by the Union.

Any report or recommendation which may be prepared by the Union or designee(s) of the Elected Officials/Department Heads as a direct result of these meetings will be in writing and submitted to the Elected Officials/Department Heads, Employer, and the Business Manager of the Union.

Section 9. Bulletin Boards
The Employer shall provide the Union with a designated space on an available bulletin board or provide a separate bulletin board, on a reasonable basis, for use by the Union for posting of its notices. No such posting may be defamatory or partisan political in character.

ARTICLE 19
SAVINGS CLAUSE

The Employer and the Union specifically recognize that certain Federal and State laws may control certain aspects of the employer/employee relationship. They, therefore, agree that if any provision of this Agreement, or any application thereof, should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 20
COMPLETE AGREEMENT

The parties acknowledge that during the negotiations, which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement.
ARTICLE 21
DURATION AND SIGNATURE

Section 1. Term of Agreement
This Agreement shall be effective from December 1st, 2014 and shall remain in full force and effect until November 30, 2017. It shall continue in effect from year to year thereafter unless notice to amend or modify the agreement is given in writing by certified mail by either party to the other not more than one-hundred twenty (120) days nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

For the Employer:

County of Fayette:

County Board Chairman

Date: 8-24-2015

For the Union:

Laborers' Local 1197:

Flint Taylor, Business Manager
Laborers' Local 1197

Date: 9-2-15
County Clerk

Date: 8-24-2015

Clint Taylor Business Manager
Southern Central IL Laborers'
District Council

Date: 9/2/15
APPENDIX "A"
SALARY SCHEDULE

<table>
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<th>Date</th>
<th>12-01-2014</th>
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Appendix "B"
GRIEVANCE REPORT FORM
FAYETTE COUNTY GOVERNMENT

STEP I

A. Date Cause of Grievance Occurred: ____________________________

B. 1. Statement of Grievance:
   ______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________

2. Applicable provisions of contract ________________________________

3. Relief Sought:
   ______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________

   Grievant Union Representative Date

C. Disposition of Supervisor ________________________________________
   ______________________________________________________________
   ______________________________________________________________
   Signature Date

D. Disposition of Grievant and or Union:
   ______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________
   Signature Date

STEP II

A. Date received by County Board or Designee: _______________________

B. Disposition of County Board or Designee:
   ______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________
   Signature Date

C. Position of Grievant and or Union: ________________________________
   ______________________________________________________________
   ______________________________________________________________
   Signature Date

STEP III

A. Date Submitted to Arbitration: ________________________________

33
APPENDIX “C”
SENIORITY LIST

<table>
<thead>
<tr>
<th>Name</th>
<th>Date of Hire</th>
<th>Department</th>
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<tbody>
<tr>
<td>Pam Stein</td>
<td>02-01-1983</td>
<td>Supervisor of Assessments</td>
</tr>
<tr>
<td>Connie Hirtzel</td>
<td>10-01-1997</td>
<td>County Clerk</td>
</tr>
<tr>
<td>Karel Black</td>
<td>08-28-2000</td>
<td>Supervisor of Assessments</td>
</tr>
<tr>
<td>Shelley McDowell</td>
<td>12-03-2001</td>
<td>Treasurer</td>
</tr>
<tr>
<td>Iris Virden</td>
<td>01-02-2008</td>
<td>County Clerk</td>
</tr>
<tr>
<td>Tammie Kramer</td>
<td>05-05-2008</td>
<td>County Clerk</td>
</tr>
<tr>
<td>Kellie Bone</td>
<td>10-01-2008</td>
<td>Treasurer</td>
</tr>
</tbody>
</table>

The Employer and the Union have agreed upon the initial seniority list setting forth the present dates of hire of all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such list shall finally resolve all questions of seniority affecting employees covered by this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial list is attached hereto as Appendix “C” and made a part hereof.
APPENDIX "D"
DUES CHECK-OFF AUTHORIZATION FORM

Laborers’ Local 1197
PO Box 56
109 West Market Street
McLeansboro, IL 62859

FAYETTE COUNTY GOVERNMENT:
COUNTY CLERK, SUPERVISOR OF ASSESSMENT,
PROBATION, and TREASURER

You are hereby authorized and requested to deduct from wages hereafter due me, and payable on the first pay due me in each calendar month, such sums for Union dues, assessments and fees as may be certified due from me to Laborers’ Local 1197 by the Secretary / Treasurer of Laborers’ Local 1197 for my account on or before the fifteenth (15th) day of the calendar month for which said deductions are made.

You are further authorized and requested to continue monthly deductions unless written thirty (30) day notice is given to you by me advising you to discontinue such deductions.

Dues, fees, contributions or gifts to Laborers’ Local 1197 are not deductible as charitable contributions. However, they may be tax deductible as ordinary business expenses.

________________________________________
Social Security #

________________________________________
Email address

________________________________________  __________________________
Home phone#                           Cell phone#

________________________________________
Home address

________________________________________
City/State

____________________  _______________________
Date                      Employee
MEMORANDUM of UNDERSTANDING

This MEMORANDUM of UNDERSTANDING is entered into this 8th day of September, 2015 by and between the Fayette County Board (the employer) and Laborers’ International Union of North America Local 1197 (the Union) as follows:

1. Due to a typographical error in the current agreement as signed by the Employer and the Union. This memo of understand shall amend the parties’ current collective bargaining agreement and shall be considered a part thereof until the signing of a successor agreement, when the terms shall be incorporated. Disputes shall be resolved through the grievance procedure of the collective bargaining agreement.

2. **Amendment:** The collective bargaining agreement shall be amended in the following manner:

   Article 13
   Leave of Absence/Time off Benefits
   Section 2
   Last paragraph

   **Which currently reads:**

   Once vacation is earned, it should be taken during the fiscal year (December 1 to November 30).

   **The correction:**

   Once vacation is earned, it should be taken during the calendar year (January 1 to December 31)

   Except as modified by this Memorandum of Understanding, all other terms and provisions of the Collective Bargaining Agreement shall remain in full force and effect.

   **Jeff Beckman,** Fayette County Board President

   **Flint Taylor,** Business Manager Local 1197
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2015-08-11-D

AN ORDINANCE AMENDING THE CIRCUIT CLERK’S FUND 019 OF DOCUMENT STORAGE BUDGET FOR THE 2014-2015 FISCAL YEAR

ADOPTED BY THE FAYETTE COUNTY BOARD OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 11th DAY OF AUGUST, 2015

PUBLISHED BY THE AUTHORITY OF THE COUNTY BOARD OF FAYETTE COUNTY
THIS 11th DAY OF AUGUST, 2015
ORDINANCE NO. 2015-08-11-D

AN ORDINANCE AMENDING THE CIRCUIT CLERK’S 019 DOCUMENT STORAGE BUDGET FOR THE 2014-2015 FISCAL YEAR

WHEREAS, Fayette County, Illinois (the “County”), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the “Code”); and

WHEREAS, the County has heretofore adopted the annual Budget for the fiscal year beginning December 1, 2014 through November 30, 2015; and,

WHEREAS, the Finance Committee on July 7, 2015 heard and approves of a request from the Circuit Clerk, Kathy Emerick, to move an existing $27,000.00 of revenues in the document storage budget of the Circuit Clerk to line item 019-000-428.10 within the same document storage budget for the purpose of preserving files; and,

WHEREAS, per the Illinois Supreme Court, a county’s Circuit Clerk must preserve all files before destruction can occur. Permission to destroy files has already been obtained from the Administrative Office of Illinois Courts for 47 file drawers of old files dating from 1960 to 1987; and,

WHEREAS, it is in the best interest of Fayette County as well as the Circuit Clerk and her office to remove these physical and convert them to an electronic format in order to complete and secure the Circuit Clerk’s evidence room.

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

Section 1: The County Board hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

Section 2: The Fayette County Circuit Clerk’s budget for Document Storage shall amended to reflect a transfer of revenue in the amount of $27,000.00 to the specific line item of 019-000-428.10, which is also located in the Document Storage budget of the Circuit Clerk.
Section 3: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 4: All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 5: This Ordinance shall be in full force and effect upon its passage, approval and publication, if required, according to law.

ADOPTED by the County Board of the Fayette County, Illinois on the ___11th___ day of August, 2015, upon yea and nay vote as follows:

JEAN B. FINLEY
JEFFREY BECKMAN
JOHN C. DANIELS, JR.
GLEN W. DANIELS
JOHN BLYTHE
DEAN J. BERNHARDT
KEITH COLE
DARRELL SCHAAL
JOE E. KELLY
GLENN GURTNER
TROY L. PATTILLO
WADE WILHOUR
JACOB HARRIS

APPROVED by the Chairman of the Fayette County Board, Illinois on the ___11th___ day of August, 2015.

Chairperson
Fayette County Board, Illinois

ATTEST:
Vicky L. Conder
Fayette County Clerk

(SEAL)
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2015-08-11-E
AN ORDINANCE APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN FAYETTE COUNTY GOVERNMENT (PROBATION) AND LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, THE SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL AND LABORERS' LOCAL 1197 FOR THE DURATION OF DECEMBER 1, 2014 THROUGH NOVEMBER 30, 2017

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 11 DAY OF AUGUST, 2015

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS 11TH DAY OF AUGUST, 2015
ORDINANCE NO. 2015-08-11-E

AN ORDINANCE APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN FAYETTE COUNTY GOVERNMENT (PROBATION) AND LABORERS’ INTERNATIONAL UNION OF NORTH AMERICA, THE SOUTHERN AND CENTRAL ILLINOIS LABORERS’ DISTRICT COUNCIL AND LABORERS’ LOCAL 1197 FOR THE DURATION OF DECEMBER 1, 2014 THROUGH NOVEMBER 30, 2017

WHEREAS, Fayette County, Illinois (the “County”), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the “Code”); and

WHEREAS, the Insurance and Personnel Committee has negotiated the terms of a new collective bargaining agreement with the Laborers’ International Union of North America, the Southern and Central Illinois Laborers’ District Council and Laborers’ Local 1197 (hereinafter referred to as “Laborers’ Local 1197”) and that the certain and specific terms are more fully set forth in the attached Collective Bargaining Agreement; and,

WHEREAS, it is in the best interests of the County to approve the attached collective bargaining agreement.

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

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Collective Bargaining Agreement between Fayette County and Laborers’ Local 1197 for the duration of December 1, 2014 to November 30, 2017.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Contract in the name of the County. The County Clerk is hereby authorized empowered and
directed to attest the signature of the County Board Chairman on such Contract. Upon passage and signing of this Ordinance and the Contract, the County Clerk shall file a certified copy of such executed documents.

**SECTION 4. AUTHORIZATION TO OTHERS.** All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Contract.

**SECTION 5. SEVERABILITY.**

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

**SECTION 6. REPEALER.**

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the ___11th___ day of August, 2015, upon yea and nay vote as follows:

**JEAN B. FINLEY**

**JACOB HARRIS**

**JOHN C. DANIELS, JR.**

**GLEN W. DANIELS**

**JOHN BLYTHE**

**DEAN J. BERNHARDT**

**KEITH COLE**

**DARRELL SchaAL**

**JOE E. KELLY**

**GLENN GURTNER**

**TROY L. PATILLO**

**WADE WILHOUR**

aye

aye

aye

aye

aye

aye

aye

aye

aye

aye
APPROVED by the Chairman of the Fayette County Board, Illinois on the 11th day of August, 2015.

[Signature]
Chairperson
Fayette County Board, Illinois

ATTEST:

[Signature]
Vicky L. Conder
Fayette County Clerk

{SEAL}
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FAYETTE COUNTY GOVERNMENT
(PROBATION OFFICE CLERICAL)

AND

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
THE SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL
AND
LABORERS' LOCAL 1197

DURATION: December 01, 2014 THROUGH NOVEMBER 30, 2017
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PREAMBLE

This Agreement is entered into by the County of Fayette, a body politic, by its
duly constituted County Board, hereinafter referred to as the "Employer" and The
Laborers’ International Union of North America, the Southern Central Illinois
Laborers’ District Council and Laborers’ Local 1197, hereinafter referred to as the
"Union".

The purpose of this Agreement is to provide an orderly collective bargaining
relationship between the Employer and the Union representing the Employees in
the bargaining unit, and to make clear the basic terms upon which said
relationship depends. It is the intent of both the Employer and the Union to work
together to provide and maintain satisfactory terms and conditions of
employment, and to prevent as well as to adjust misunderstandings and
grievances relating to employee wages, hours and working conditions.

In consideration of mutual promises, covenants and agreements contained
herein, the parties hereto, by their duly authorized representatives and/or agents,
do mutually covenant and agree as follows:

ARTICLE 1
RECOGNITION

The Employer hereby recognizes the Laborers’ International Union of North
America as the sole and exclusive collective bargaining representative for the
purpose of collective bargaining on matters relating to wages, hours and other
terms and conditions of employment for all employees in the bargaining unit.

Included: All full time and permanent part-time (clerical) employees in the
office of the Fayette County Probation.

Excluded: All supervisory, confidential and managerial employees as defined by
the Illinois Public Labor Relations Act.

ARTICLE 2
NEW CLASSIFICATIONS AND VACANCIES

Where the Employer finds it necessary to create a new job classification, the
work of which falls within the scope of the bargaining unit, the Employer and
Union agree to jointly petition the State Labor Board to seek the necessary unit
clarification. If the inclusion of a new position classification is agreed to by the
parties or found appropriate by the Labor 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 second step of the grievance
procedure. The second step Grievance Committee or Arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

(a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's workforce;

(b) Like positions with similar job content and responsibilities within the labor market generally; and

(c) Significant differences in working conditions to comparable position classifications.

(d) The pay grade originally assigned by the Employer shall remain in effect pending the decision. If the decision of the second step Grievance Committee or Arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with the posting and bidding procedures of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 1. Equal Employment Opportunity
The Employer will continue to provide equal employment opportunity for all employees and develop and apply equal employment practices.

Section 2. Prohibition Against Discrimination
Both the Employer and the Union agree not to illegally 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 or physical handicap or sexual orientation.

Section 3. Union Membership or Activity
Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

ARTICLE 4
MANAGEMENT RIGHTS

The Employer, through its respective Elected Officials/Department Heads, possesses the sole right to operate the Offices of the County and all management rights therein. Nothing herein shall affect the internal control
authority of the Elected Official/Department Head. Except as specifically amended, changed or modified by this Agreement, these rights include, but are not limited to, the following:

(a) To direct all operations of each of the county offices aforementioned;

(b) To establish reasonable work rules and schedules of work;

(c) To hire or promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the County;

(d) To suspend, discharge and take other disciplinary action against employees under the established work rules and regulations of the County of Fayette and the provisions of this Agreement;

(e) To lay off employees;

(f) To maintain efficiency of the aforementioned county offices' operations;

(g) To introduce new or improved methods or facilities;

(h) To change existing methods or facilities;

(i) To determine the kinds and amounts of services to be performed as pertains to each of the aforementioned county offices' operations; and the number and kind of classifications to perform such services;

(j) To determine the methods, means and personnel by which each of the aforementioned county offices' operations are to be conducted;

1) To determine proper uniform and attire for all personnel, to change, alter or amend this clothing and equipment as needed, and to set the dates of conversion from season to season;

2) To determine the duty assignments, the number of personnel per duty assignment, and to change or alter these after proper notice. For purposes of this Article, 48 hour notice shall be required.

3) To require compliance with regular written department rules and regulations, and to all general orders, special orders, official notices or memorandum issued from the Department Head/Elected Official on department letterhead, memorandum, general special order, or other identifiable department documents.
4) To establish required training sessions and qualifications for specific duty assignments and to change or amend these requirements as needed to meet departmental needs or requirements;

5) To determine the proper utilization of department equipment, the proper cleaning, care and maintenance of that equipment.

6) To retain the right to issue and/or assign any or all department equipment to employees or other individuals as necessary and directed by the Employer.

7) To schedule overtime work as required in the manner most advantageous to the department and in accordance with this Agreement.

It is understood and agreed that any of the rights, powers or authority or the Department Head/Elected Official had prior to the signing of this Agreement are retained by the Employer except those specifically abridged, granted, or modified by this Agreement.

ARTICLE 5
DUES DEDUCTION AND FAIR SHARE

Section 1. Dues Deduction
Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of union dues and initiation fees, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Secretary-Treasurer of the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date. The Employer shall provide to the Local Union a list of all bargaining unit employees' names and residential addresses. This list shall be updated as needed.

Section 2. Dues
Each employee, who on the effective date of this Agreement is a member of the Laborers' Union, and each employee who becomes a member after said date, shall, as a condition of employment, maintain his membership in good standing in the Union during the term of this Agreement.

With respect to any employee on whose behalf the Employer receives written authorization on the form attached as Appendix D, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts
deducted shall be in accordance with the schedule to be submitted to the Employer by the Union, and will be mailed to the following address. Laborers' Local 1197, P.O. Box 56, McLeansboro, IL 62859.

Section 3. Fair Share
Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of union dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Employer shall, with respect to any employee on whose behalf the Employer has not receive a written authorization as provided for above, deduct from the wages of the Employee the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount in which the deduction is made, subject to the following:

1. The Union has certified to the Employer that the affected employee has been delinquent in his obligation for at least thirty (30) days;

2. The Union has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Union of his obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee; and

3. The Union has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated. Adjudication shall have occurred before an impartial arbitrator assigned by the Employer and the Union for the purpose of determining and resolving any objections the Employer may have to the fair share fee.

Section 4. Indemnification
The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, or liability arising from any action taken by the Employer in complying with this Article.
ARTICLE 6
UNION REPRESENTATION

For the purpose of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 1. Grievance Processing
Union representatives shall be permitted reasonable time to meet with members during the members' work day for the purpose of aiding or assisting or otherwise representing employees in the handling and processing of grievances or exercising other rights set forth in this Agreement. Such reasonable time shall be without loss of pay.

Section 2. Union Negotiating Team
Members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Union negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

Section 3. Union Steward
The Business Manager, hereafter identified or his successor, shall appoint a Steward, who may assist an employee in presenting a grievance to the Employer, or designee thereof, during non-working time unless the Employer agrees to waive this right. The Steward shall be the recognized representative of the Union during working hours and shall be subject to the same terms, conditions, and obligations of employment as any other employee.

ARTICLE 7
NO STRIKE – NO LOCKOUT

Section 1. No Strike-No Lockout Commitment
During the term of this Agreement, neither the Union nor its agents or any employee, for any reason will authorize, institute, aid, condone, or engage in a slow down, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 2. Resumption of Operations
The Union agrees to notify all local officers, Union representatives, and members of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees from violating Section 1 to return to work.
Section 3. Discipline of Strikers
The Employer may discharge or discipline any member who violates Section 1 and any member who fails to carry out his responsibilities under Section 2. The Union will not resort to the Grievance Procedure on such member's behalf (except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure).

Section 4. Judicial Action
Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 8
PERSONNEL FILES

Section 1. Department Personnel Files
The Employer shall keep a central personnel file within the bargaining unit for each employee. The Employer is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.

Section 2. Inspection
Upon written request of an employee, the Employer shall reasonably permit an employee to inspect his personnel file subject to the following:

(a) Such inspection shall occur within a reasonable time following receipt of request;

(b) Such inspection shall occur during normal business hours (Monday through Friday, 8:00 a.m. to 4:00 p.m.) upon reasonable written request;

(c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein;

(d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending and is inspecting his file with respect to such grievance, that employee may have a Union representative present during such inspection or may permit the Union representative to inspect the personnel file subject to the procedures contained in this Article;

(e) Pre-employment information, such as reference reports, credit checks or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying unless
such information is relevant to any issue or grievance for which it is sought to be used.

Section 3. Notification
The employees shall be given immediate notice by the Employer, or the Elected Official/Department Head, when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

Section 4. Limitation on Use of File Material
It is agreed that any material and/or matter not available for inspection, such as provided in Section 1 and 2 above, shall not be used in any manner or any forum adverse to the employee's interests unless such information is relevant to any issue or grievance for which it is sought to be used. Nothing should be used to build progressive discipline except documents in the personnel file.

Section 5. County Personnel Records
Under the supervision of the Elected Officials/Department Heads, the County Clerk, or his designee, shall take appropriate measures to establish and maintain an adequate personnel filing system for each employee and shall have a separate personnel file containing at a minimum (1) application form for employment; (2) pertinent correspondence; (3) his initial date of employment; (4) any existing position description; (5) forms for IMRF, health and life insurance and other employee benefits; (6) information regarding current sick, personal and vacation days as submitted by the Elected Officials/Department Heads monthly. Other employee personnel files may be maintained by each Elected Official/Department Head.

An employee may review his personnel file upon written request up to two (2) times per year, in accordance with applicable law. Such reviews will be conducted during regular office hours and the original file may not be removed from the County Clerk's Office or respective department unless otherwise required by law. No information will be made available to unauthorized personnel or persons without the express written permission of the employee in question. Such personnel records shall be considered confidential in nature.

It is important that personnel records be current and accurate. The employee should notify the County Clerk's Office of any changes in the following:

   Name
   Home Address and Telephone Number
   Person to be notified in case of emergency or changes in that person's telephone number or address
   Change in marital status, exemptions or beneficiary information
ARTICLE 9
DISCIPLINE AND DISCHARGE

Section 1. Discipline and Discharge
The parties recognize the principles of progressive and corrective discipline.

Disciplinary action or measures shall include only the following:

- Oral reprimand
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. Disciplinary action shall be taken within thirty (30) days of the events which gave rise to disciplinary charges.

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

Section 2. Limitation
The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. The Employer shall notify both the employee and the Union (Field Representative, Business Manager or Shop Steward) of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 3. Predisciplinary 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 Union (Field Representative, Business Manager or Shop Steward) 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 informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee. The employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union Representative shall be available within a reasonable amount of time of notification. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.
Section 4. Investigatory Interviews
Should the Employer desire 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 Union
representation. No interview shall take place without the presence of a Union
representative if the employee has requested Union representation. The role of
the Union representative is limited to assisting the employee, clarifying the facts
and suggesting other employees who may have knowledge of the facts.

Section 5. Discovery
The Union and the Employer agree to provide, upon written request to the other,
copies of all:

1. witnesses and complaints (names and addresses)
2. all physical objects, including but not limited to, tape recordings and
   video recordings which may be related to the pending allegations
3. a complete copy of the affected employee’s personnel file and
4. all information or documents intended to be used by the parties in
   aggravation or mitigation

ARTICLE 10
DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance
A grievance is defined as any unresolved difference between the Employer and
the Union or any employee regarding the application or interpretation of this
Agreement. This grievance procedure is subject to and shall not conflict with any

Section 2. Dispute Resolution
In the interest of resolving disputes at the earliest possible time, it is agreed that
an attempt to resolve a dispute shall be made between the employee and
Elected Official/Department Head.

The employee shall make his complaint to the Elected Official/Department Head. The Elected Official/Department Head will notify the employee of the decision
within two (2) 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 his assigned work task and complain later.
Section 3. Representation
Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one grievant representing group grievances present at any step of the grievance procedure. The employee is entitled to Union representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two (2) or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

Section 4. Subject Matter
Only one (1) subject matter shall be covered in any one (1) 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 5. Time Limitations
Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

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

Section 6. Grievance Processing
No employee or Union Representative shall leave his work assignment to investigate, file or process grievances without first making mutual arrangements with the Elected Official/Department Head. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaints later, unless the employee reasonably believes that the assignment endangers his safety.

Section 7. Grievance Meetings
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 workday.

Section 8. Steps in Procedure
Disputes arising under this Agreement shall be resolved as follows:

Step 1: If no agreement is reached between the employee and the Supervisor, as provided for in Section 2, Dispute Resolution, the Union shall prepare a written grievance on a form (attached as Appendix B) to be presented to the Elected Official/Department Head and Chairman of the County Board no
later than ten (10) working days after the employee was notified of the decision by the Elected Official/Department Head. Within ten (10) working days after the grievance has been submitted, the Elected Official/Department Head and Chairman of the County Board shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Elected Official/Department Head and Chairman of the County Board shall respond in writing to the grievant and the Union Representative within ten (10) working days following the meeting.

**Step 2:** If the grievance is not settled at Step 1, the grievance may be referred in writing within ten (10) working days after the decision of the Elected Official/Department Head and Chairman of the County Board, to the Finance Committee of the County Board. Within twenty (20) working days after the grievance has been filed with the Committee, the Committee shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Committee shall respond in writing to the grievant and the Union within ten (10) working days following the meeting.

**Step 3:** If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the Committee’s written decision or the expiration of the ten (10) day period if the Committee 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 Union shall request the Federal Mediation and Conciliation Service (FMCS) 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’s representative and the Union. The Employer and the Union shall flip a coin to see who gets first strike. 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 his selection by joint letter from the Employer and the Union. Such letter shall request the Arbitrator to set a time and place for the hearing subject to the availability of the Employer and the Union representatives. The Arbitrator shall be notified of the mutually agreed issue(s) and all other issues not mutually agreed shall be set forth in writing within said notification. All hearings shall be held in the City of Vandalia, 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 the Union shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. 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 including the cost of the hearing room shall be shared equally by the Employer and the Union. Costs of arbitration shall include the Arbitrator’s fees, room cost and transcription costs. Nothing in this Article shall preclude the Employer and the Union 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 Union and the employee or employees involved. The Arbitrator shall have no power to amend, modify, ignore, add to or subtract from the provisions of this Agreement.

ARTICLE 11
SENORITY

Section 1. Definition of Seniority
As used herein, the term “seniority” shall refer to and be defined as the length of service within the offices covered by this agreement from the date of most recent hire. A seniority list is attached to this document including all active employees recognized seniority date.

Section 2. Probation Period
An employee is a “probationary employee” for his first six (6) months of employment. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as may otherwise be provided in this Agreement, until he has completed his probationary period. Upon completion of his probationary period, he will acquire seniority from his date of hire.

Section 3. Termination of Seniority
An employee shall be terminated by the Employer and his seniority broken when he:

(a) quits; or

(b) is discharged for just cause; or

(c) is laid off pursuant to the provisions of the applicable agreement for a period of twelve (12) months; or

(d) accepts gainful employment while on an approved leave of absence; or

(e) is absent for three (3) consecutive scheduled workdays without proper notification or authorization; or
(f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.

Section 4. Seniority While on Leave
Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

Section 5. Conflicts in Vacation or Personal Days
Employees shall select the use of vacation or personal days on the basis of seniority and with the approval of their respective Elected Official/Department Head when conflicts arise.

ARTICLE 12
LAYOFF

Section 1. Layoff
Where there is an impending layoff with respect to the employee in the bargaining unit, the Employer shall inform the Union in writing no later than thirty (30) days prior to such layoff. Layoffs may be initiated by the Employer due to financial constraints in the bargaining unit or when dictated by a change in Department staffing requirements. The Employer will provide the Union with the names of all employees to be laid off prior to the layoffs. The employees shall be laid off in accordance with their seniority unless department efficiency or budgetary restraints require a senior employee to be subject to layoff. All employees shall receive notice in writing of the layoff at least thirty (30) days in advance of the effective date of such layoffs. The parties agree layoffs will not be used a mechanism to erode the bargaining unit.

No person will be hired to perform those duties normally performed by an employee while any employee is on layoff status.

An employee that has been laid off shall have a right of recall for a period of twelve (12) months from the date of layoff. A notice of recall shall be mailed to the employee's last known address. The employee has the burden of notifying the Employer of any change of address. The failure of a laid-off employee to report within fourteen (14) days of receiving notification will terminate that employee's right to recall.

Section 2. Subcontracting
It is the general policy of the Employer to continue to utilize Employees to perform work for which they are qualified and available to perform. However, the right to introduce new methods of operations, to eliminate, relocate, transfer or subcontract work and to maintain efficiency in the respective departments is vested exclusively in the Employer provided the exercise of such rights by management does not conflict with the provisions of this Agreement. The
Employer recognizes the integrity of the bargaining unit, and will not take any action for the primary purpose of eroding the bargaining unit.

**ARTICLE 13**

**LEAVE OF ABSENCE/TIME OFF BENEFITS**

**Section 1. Holidays**
The Employer and the Union agree that the County of Fayette has established a schedule of holidays to be observed during each calendar year by all County Offices and their employees. Holidays observed shall be the following:

<table>
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<th>Holiday</th>
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<tr>
<td>New Year's Day</td>
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<td>Martin Luther King Day</td>
<td>General Election Day</td>
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<td>Veteran's Day</td>
<td>Thanksgiving Day</td>
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<td>Easter Holiday</td>
<td>Post-Thanksgiving Day</td>
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<td>Memorial Day</td>
<td>Labor Day</td>
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<tr>
<td>Independence Day</td>
<td>Christmas Day</td>
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All County offices covered herein shall be closed on the designated holiday except that on General Election Day, the County Clerk’s Office shall conduct elections as required by law. All employees eligible for holiday pay shall be entitled to the scheduled holiday off with pay. If an employee is required to work on a holiday they shall receive one and one-half (1 1/2) times their applicable rate in addition to the holiday pay.

If a Holiday occurs on a Saturday the date of observance will be the preceding Friday. If a Holiday occurs on a Sunday the date of observance will be the following Monday.

If a holiday occurs while an employee is on vacation or sick leave, that day will be treated as a holiday and not as vacation or sick leave.

In order to qualify for holiday pay, all full-time employees shall work their last regularly scheduled work day before the holiday and their first regularly scheduled work day after the holiday, unless the employee is taking paid time off for those days.

**Section 2. Vacations**
The Union and the Employer agree that each full-time Fayette County employee shall earn vacation time based upon his continuous service to the County in accordance with the following provisions.

- After one (1) year of service: two (2) weeks vacation
- After seven (7) years of service: three (3) weeks vacation
- After twelve (12) years of service four (4) weeks vacation
- After twenty-five (25) years of service five (5) weeks vacation

Employees only accrue vacation for time worked. Under no circumstances shall vacation leave be granted in excess of the amount of accrued vacation time earned by the employee through continuous service. Vacation leave may be used in increments of not less than one-half (1/2) day.

All vacation time shall be scheduled upon the request of an employee at the Elected Official/Department Head’s discretion. The number of employees permitted to take vacation at the same time will be determined by the Elected Official/Department Head in order to maintain efficient operations. Vacations will be scheduled according to individual employee choice on a first request, first service basis. In the case of conflict, the most senior employee in the situation shall be given preference.

It is the Employer’s philosophy that the purpose of vacation time is to provide sufficient time away from work for the physical and mental well being of our employees. Therefore, no payments will be made in lieu of taking vacation, except earned, unused vacation time at the time of termination. Once vacation is earned, it should be taken during the fiscal year (December 1 to November 30). Employees will not be allowed to accumulate more than twenty (20) working days of vacation.

Section 3. Sick Days
Sick days are considered a privilege and not considered a vested benefit. The Employer recognizes that an employee may occasionally be absent because of illness or injury and, therefore, provides paid sick days in an effort to protect the employee against loss of income in the event of such temporary absences. Employees will not be paid for unused sick leave either during the employment or when employment is terminated. Sick leave may be taken for personal, non-work related illnesses, injury or disability (including physician appointments, dental, eye, and other medical related examination or treatments) and illness of members of the immediate family (see Section 8. Definition of Family. Sick leave may be taken in increments of not less than fifteen (15) minutes.

Full-time employees after twelve (12) continuous months of employment shall be entitled to twelve (12) working days of sick leave.

An employee may accumulate one hundred twenty (120) sick days.

An employee who is vested in IMRF will receive one (1) month credit for retirement purposes for every twenty (20) days of unused sick time. The IMRF credit is subject to the current rules and regulations of IMRF.
Verification of illness may be required at the Elected Official/Department Head's discretion; however, in any event, illnesses or injuries lasting 3 days or more may be substantiated that such days were used for the purpose herein set forth.

The Employer prohibits abuse of its sick leave policy. The Elected Official/Department Head shall determine if an employee has abused the sick leave policy of this Agreement and take appropriate disciplinary action.

Section 4. Personal Days
After completing one (1) year of employment, all full-time employees shall be granted one (1) day per three (3) calendar months worked for personal business with full compensation. Such days may be taken only upon approval of the employee's Elected Official/Department Head. Personal leave may not be used in increments of less than one-half (1/2) day at a time. Personal leave may not be accumulated from year to year by employees and no payment in lieu of personal time off will be granted either during employment or upon termination. Personal days shall not be claimed by an employee the work day before or the work day after a holiday.

Section 5. Bereavement/Funeral Leave
In the event of the death of an immediate family member, an employee shall be permitted to be absent from his job for up to three (3) days per occurrence, with the Elected Official/Department Head's approval. For each such day's absence, the employee shall receive compensation at his normal rate of pay. If the employee desires to be absent for more than three (3) days, he may utilize previously earned, unused, vacation days or personal days and receive compensation for each such additional day's absence at his normal rate of pay, provided that the Elected Official/Department Head approves such additional absence.

Any absence to attend the funeral of anyone who is not a member of an employee's immediate family may be arranged with the Elected Official/Department Head without pay, but previously earned and unused vacation or personal days may be utilized in such case with the consent of the Elected/Official/Department Head.

In extenuating circumstances, the Elected Official/Department Head may authorize more time, chargeable to vacation or personal days or without pay.

Section 6. Jury Duty
The Union and the Employer agree that the employees shall receive the necessary time off for jury duty and, if subpoenaed or written notice, as a witness in a criminal proceeding in accordance with applicable law. Employees must present a copy of the jury summons, witness subpoena, or other written notice to their Elected Official/Department Head immediately upon receipt thereof. Employees will be paid the difference between their regular base salary and any
jury or witness pay received. The employee shall have the option to keep the
money paid to the employee for court service and collect no pay from the County
or turn said payment from the Court over to the County and receive their regular
salary from the County. If released from jury duty prior to noon, the employee
shall report back to work.

Jury or witness duty leave shall not include any matter in which the employee is
personally involved as Plaintiff or Defendant or in which the employee appears
as an expert witness.

Section 7. Prohibition Against Misuse of Leaves
During any leaves or time off granted pursuant to the terms of this Agreement,
regardless of being with or without pay, an employee may not be gainfully
employed or independently self-employed without prior approval by the
Employer. Violation of the provisions contained within this Agreement shall
subject the employee to possible disciplinary action, up to and including
discharge.

Section 8. Definition of Family
A member of the immediate family shall be defined to be any employee's mother,
father, wife, husband, daughter or son (including step children), (including step
father and step mother or adopted child), sister or brother (including half or step),
father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or
grandchild, or spouses grandparent(s).

Section 9. Requests for Leave-Time Off
Requests for leave or time off (excluding personal time) shall be presented in
writing to the Elected Official/Department Head forty-eight (48) hours prior to the
date leave or time off is to commence. Requests for leave will be acted on, in
writing, by the Elected Official/Department Head within forty-eight (48) hours of
receipt of request for leave or time off. The Elected Official/Department Head
may use his discretion as to written requests made under forty-eight (48) hours of
receipt.

ARTICLE 14
HOURS OF WORK/OVERTIME

Section 1. Regular Hours
The regular hours of work each day shall be consecutive except that they may be
interrupted by:

(a) Employees will be permitted two (2) fifteen (15) minute breaks as long
    as they remain on the premises; and shall be done in the following
    manner: one (1) during the first part of the shift and one (1) in the
    second part of the shift.
The employees will have a one (1) hour unpaid lunch period to be taken as near the middle of the workday.

Section 2. Work Week – Pay Period
The work week is defined as Monday through Friday inclusive of Saturday and/or Sunday as may be necessary from time to time. The pay period is defined as a regularly recurring period of fourteen (14) days.

Section 3. Workday
Up to seven (7) consecutive hours of work on Monday through Friday beginning 8:00 a.m. until 4:00 p.m. constitutes the regular work day.

Section 4. Work Shift
The Elected Official/Department Head of each department herein shall determine each employee’s respective begin and end time of the workday.

Section 5. Overtime
The employees shall be paid overtime as follows:

a) Cash payment at the rate of one and one-half (1 ½) hours for each hour worked beyond forty (40) hours in a work week. All compensable hours shall count towards accumulation of overtime.

b) Compensatory time may be paid in lieu of overtime payment if the hourly employee so elects. Compensatory time shall be calculated at the same rate as overtime.

c) In the event that any hourly employee is called back to work outside of their regular work hours they shall receive a minimum of two (2) hours of pay or compensatory time at one and one half (1 ½) hours of their regular wage rate.

ARTICLE 15
WAGES/COMPENSATION/ALLOWANCES

Effective 12-01-2014 employees covered by this agreement shall receive wage increases as follows:

Effective 12-01-2014 employees covered by this agreement shall receive a 2.5% wage increase.

Effective 12-01-2015 employees covered by this agreement shall receive a 2.5% wage increase.
Effective 12-01-2016 employees covered by this agreement shall receive a 2.5% wage increase.

Employees hired prior to 12-01-2014 shall receive step increases in the amount of two percent (2%) per hour on their anniversary date in years 1, 3, 5, 7, 10, 15, 20, 25, 30 & 35.

Employees hired after 12-01-2014 shall receive step increases in the amount of two percent (2%) per hour on their anniversary date in years 5, 10, 15, 20 & 25.

Starting salary for all hourly employees hired after 12/1/2014 shall be nine dollars ($9.00) per hour.

ARTICLE 16
INSURANCE AND PENSION

Section 1. Insurance
The Employer shall provide group health insurance benefits to eligible full-time employees under the same terms and conditions offered to the Fayette County Sheriff's Department employees and in accord with the Affordable Care Act. The covered employee has the option to add their spouse and children for inclusion in the insurance plan, provided appropriate deductions will be taken from the employee's salary. Those employees who are out of work as a result of non-work related illness or accidents, who have used up all sick leave, vacation time and/or personal days shall pay the premium for coverage under the said policy.

Employees who retire shall be eligible to participate in the Employer's insurance plan by paying the premium for coverage under the said policies. For more details regarding such benefits, please contact the County Clerk's Office.

Section 2. Pensions
The Employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by Illinois law.

Section 3. Life Insurance
The Employer shall maintain the current or substantially similar life insurance on covered employees for the duration of this agreement.

ARTICLE 17
LABOR MANAGEMENT/SAFETY COMMITTEE

Section 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 the Employer's designee(s). Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a Labor Management Conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

(a) Discussion of the implementation and general administration of this Agreement.
(b) A sharing of general information of interest to the parties.
(c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
(d) Discussions of implementing procedures to avoid future grievances of adjudicated grievances or to prevent any other grievances.
(e) Items concerning safety issues.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement.

To effectuate the purposes and intent of the parties, both parties agree to meet from time to time as necessary. Any report or recommendation which may be prepared by the Union or the Employer as a direct result of a Labor Management Conference will be in writing and copies shall be submitted to the Employer and the Union.

**Section 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 at Labor Management Conferences.

**Section 3. Union Representative Attendance**
When absence from work is required to attend Labor Management Conferences, employees shall, before leaving their work station, give reasonable notice to and receive approval from, their Elected Official/Department Head in order to remain in pay status. Elected Officials/Department Heads shall approve the absence except in emergency situations.

**ARTICLE 18**
**GENERAL PROVISIONS**

**Section 1. Use of Masculine Pronoun**
The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 2. Work Rules
Work rules of the Employer that are not in conflict with this Agreement shall continue in full force and effect.

Section 3. Americans with Disabilities Act (ADA)
During the term of this Agreement, should either party believe that the application of the Americans with Disabilities Act (ADA) requires modification to bargaining unit members' terms and conditions of employment or to the terms of this Agreement, written notice shall be given to the other party. Agreed modifications resulting from these negotiations shall be ratified by the parties. Any impasse shall be resolved pursuant to the procedure set forth in Section 14 of the Illinois Public Labor Relations Act.

Section 4. Mandatory Substance Abuse Testing
The employees shall be prohibited from:

(a) consuming or possessing alcohol or illegal or illicit drugs, including but not limited to prescription medication for which the employee does not have a valid prescription, intoxicating compounds, and synthetic drugs, at any time during the work day or anywhere on any County premises or job sites, including all County buildings, properties, vehicles and the officer's personal vehicle while engaged in County business except as required by an officer's duties;

(b) illegally selling, purchasing or delivering any alcohol, or illegal or illicit drugs, including but not limited to prescription medication for which the employee does not have a valid prescription, intoxicating compounds, and synthetic drugs except as required by an officer's duties;

(c) being under the influence of alcohol or illegal or illicit drugs, including but not limited to prescription medication for which the employee does not have a valid prescription, intoxicating compounds, synthetic drugs, and prescription medication that renders the employee unable to perform his job properly and safely, during the course of the work day;

(d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs, including prescribed steroids, which they are taking.
When the Employer has reasonable suspicion to believe that an employee is then under the influence as described in subparagraph (c) above during the course of the work day, the Elected Official/Department Head shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 7 below. The foregoing shall not limit the right of the Employer to conduct such test as it may deem appropriate for persons seeking employment prior to their date of hire. Every four years after December 1, following an election and certification of the newly elected or re-elected official/Department Head for the following four years, and provided all other county employees, including the Sheriff's Office employees, are required to test, then all employees may be required to submit to testing as specified.

At the time an employee is ordered to submit to testing authorized by this Agreement, the Employer or Elected Official/Department Head shall provide the employee with a written notice of the order setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted reasonable opportunity to consult with a representative of the Union. at the time the order is given; however, such reasonable opportunity shall not be any amount of time where spoliation may occur. No questioning of the employee shall be conducted without first affording the employee the right to Union representation and/or legal counsel. Refusal to submit to such testing shall subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

In conducting the testing authorized by this Agreement, the Employer or Elected Official/Department Head shall:

(a) use only a forensic laboratory or hospital facility that is licensed or is capable of being accredited;

(b) ensure that the laboratory or facility selected conforms to all appropriate standards;

(c) establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;

(d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee;
(e) collect samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration.

(f) confirm any same that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

(g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, providing such testing conforms with the requirements set forth in Sections 5(a), (b) and (f), and provided the employee notifies the Elected Official/Department Head within seventy-two (72) hours of receiving the results of the tests;

(h) require that the laboratory or hospital facility to report to the County that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive;

(i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of more than .00, based upon the grams of alcohol per 100 milliliters of blood, be considered positive.;

(j) provide each employee tested with a copy of all information and reports received by the Employer or Elected Official/Department Head in connection with the testing and the results;

(k) ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendancy of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees' may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without voluntarily seeking treatment, counseling or other support for an alcohol or drug related
problem, other than the Employer may require reassignment of the employee if he is then unfit for duty in his current assignment. The Employer and/or the Elected Official/Department Head shall make available a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer and/or Elected Official/Department Head, through whatever means, shall not be used in any manner adverse to the employee’s interests, except reassignment as described above.

In the first instance that an employee tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol of more than .04 or greater, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the Employer and/or Elected Official/Department Head. The foregoing is conditioned upon:

(a) the employee agreeing to appropriate treatment as determined by the physician(s) involved, at no additional cost to the Employer;

(b) the employee discontinues his use of illegal drugs or abuse of alcohol;

(c) the employee completes the course of treatment prescribed, including an “after-care” group for a period of up to twelve (12) months; and

(d) the employee agrees to submit to random testing during hours of work during the period of “after-care”.

Employees who do not agree to the foregoing, or who test positive a second or subsequent time, or who are determined to be under the influence as described in subparagraph (c) of the first part of this Section during the hours of work shall be subject to discipline, up to and including discharge.

If an employee is determined to be under the influence of alcohol of more than .00 but .04 or less, the employee shall be prohibited from working until his breath alcohol is .00. The employee shall be allowed to use vacation time for the time that is taken until his sample is .00. If the employee has no vacation time, then the time off shall not be paid. On the third instance that an employee is determined to be under the influence of alcohol of more than .00 but .04 or less, the provisions of the voluntary election of treatment paragraph above including subparagraphs (a) through (d) may be implemented. However, should the employee not elect voluntary treatment then such employee shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer or Elected Official/Department Head to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that
the employee's current alcohol or substance abuse issues prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. The foregoing shall not limit the Employer's right to discipline employees for violating this Article.

Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform his normal duties may be temporarily reassigned with pay to other more suitable duties or suspended with pay.

Section 5. Union Representatives
Authorized Union representatives shall be permitted to visit the each of the departments during working hours to talk with employees covered by this Agreement and/or the Employer's representatives concerning matters covered by this Agreement.

Section 6. Right to Examine Records
A Union Representative shall have the right to examine any and all records pertaining to the computation of any employee whose pay is in dispute pursuant to the Freedom of Information Act or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's written consent.

Section 7. Inoculations
The Employer agrees to pay all expenses for inoculation or immunization shots for the employee when such becomes necessary as a result of said employee's exposure, in the course of his employment, to infectious disease(s). Infectious disease(s) shall not include the common cold, influenza of any type, bronchitis, pneumonia, or any other similar disease.

Section 8. Safety Issues
The Elected Official/Department Head shall appoint a designee(s) to represent him in meeting with the Union to discuss safety issues.

The designee(s) of the Elected Officials/Department Heads shall meet with the Union Safety Committee when it is necessary to discuss safety issues and such issues shall be submitted in writing by the Union.

Any report or recommendation which may be prepared by the Union or designee(s) of the Elected Officials/Department Heads as a direct result of these meetings will be in writing and submitted to the Elected Officials/Department Heads, Employer, and the Business Manager of the Union.

Section 9. Bulletin Boards
The Employer shall provide the Union with a designated space on an available bulletin board or provide a separate bulletin board, on a reasonable basis, for use by the Union for posting of its notices. No such posting may be defamatory or partisan political in character.

ARTICLE 19
SAVINGS CLAUSE

The Employer and the Union specifically recognize that certain Federal and State laws may control certain aspects of the employer/employee relationship. They, therefore, agree that if any provision of this Agreement, or any application thereof, should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 20
COMPLETE AGREEMENT

The parties acknowledge that during the negotiations, which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement.
ARTICLE 21
DURATION AND SIGNATURE

Section 1. Term of Agreement
This Agreement shall be effective from December 1st, 2014 and shall remain in full force and effect until November 30, 2017. It shall continue in effect from year to year thereafter unless notice to amend or modify the agreement is given in writing by certified mail by either party to the other not more than one-hundred twenty (120) days nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

For the Employer: County of Fayette:

[Signature]
County Board Chairman

Date: 8/24/2015

For the Union: Laborers' Local 1197:

[Signature]
Flint Taylor, Business Manager
Laborers' Local 1197

Date: 9-215

[Signature]
County Clerk

Date: 8/24/2015

[Signature]
Flint Taylor Business Manager
Southern Central IL Laborers’ District Council

Date: 9/2/115
APPENDIX "A"
SALARY SCHEDULE

12-01-2014  12-01-2015  12-1-2016
Appendix “B”
GRIEVANCE REPORT FORM
FAYETTE COUNTY GOVERNMENT

STEP I

A. Date Cause of Grievance Occurred: ________________________________

B. 1. Statement of Grievance:

____________________________________________________________________

____________________________________________________________________

2. Applicable provisions of contract ____________________________________

3. Relief Sought:

____________________________________________________________________

____________________________________________________________________

Grievant Union Representative Date

C. Disposition of Supervisor ____________________________________________

__________________________________  ________________

Signature Date

D. Disposition of Grievant and or Union:

____________________________________________________________________

__________________________________  ________________

Signature Date

STEP II

A. Date received by County Board or Designee: __________________________

B. Disposition of County Board or Designee:

____________________________________________________________________

__________________________________  ________________

Signature Date

C. Position of Grievant and or Union: _________________________________

__________________________________  ________________

Signature Date

STEP III

A. Date Submitted to Arbitration: ________________________________
APPENDIX “C”
SENIORITY LIST

<table>
<thead>
<tr>
<th>Name</th>
<th>Date of Hire</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>D.J. Wemple</td>
<td>10/15/2001</td>
<td>Probation</td>
</tr>
<tr>
<td>Sue Miller</td>
<td>11/20/2006</td>
<td>Probation</td>
</tr>
</tbody>
</table>

The Employer and the Union have agreed upon the initial seniority list setting forth the present dates of hire of all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such list shall finally resolve all questions of seniority affecting employees covered by this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial list is attached hereto as Appendix “C” and made a part hereof.
APPENDIX “D”
DUES CHECK-OFF AUTHORIZATION FORM

Laborers’ Local 1197
PO Box 56
109 West Market Street
McLeansboro, IL 62859

FAYETTE COUNTY GOVERNMENT:
COUNTY CLERK, SUPERVISOR OF ASSESSMENT,
PROBATION, and TREASURER

You are hereby authorized and requested to deduct from wages hereafter due me, and payable on the first pay due me in each calendar month, such sums for Union dues, assessments and fees as may be certified due from me to Laborers’ Local 1197 by the Secretary / Treasurer of Laborers’ Local 1197 for my account on or before the fifteenth (15th) day of the calendar month for which said deductions are made.

You are further authorized and requested to continue monthly deductions unless written thirty (30) day notice is given to you by me advising you to discontinue such deductions.

Dues, fees, contributions or gifts to Laborers’ Local 1197 are not deductible as charitable contributions. However, they may be tax deductible as ordinary business expenses.

____________________________________
Social Security #

____________________________________
Email address

____________________________________
Home phone# ________________________

____________________________________
Cell phone# _________________________

____________________________________
Home address

____________________________________
City/State ____________________________

____________________________________
Date ____________________________

____________________________________
Employee __________________________
MEMORANDUM of UNDERSTANDING

This MEMORANDUM of UNDERSTANDING is entered into this 8th day of September, 2015 by and between the Fayette County Board (the employer) and Laborers' International Union of North America Local 1197 (the Union) as follows:

1. Due to a typographical error in the current agreement as signed by the Employer and the Union. This memo of understand shall amend the parties’ current collective bargaining agreement and shall be considered a part thereof until the signing of a successor agreement, when the terms shall be incorporated. Disputes shall be resolved through the grievance procedure of the collective bargaining agreement.

2. Amendment: The collective bargaining agreement shall be amended in the following manner:

   Article 13
   Leave of Absence/Time off Benefits
   Section 2
   Last paragraph

Which currently reads:

Once vacation is earned, it should be taken during the fiscal year (December 1 to November 30).

The correction:

Once vacation is earned, it should be taken during the calendar year (January 1 to December 31)

Except as modified by this Memorandum of Understanding, all other terms and provisions of the Collective Bargaining Agreement shall remain in full force and effect.

Jeff Beckman, Fayette County Board President

Flint Taylor, Business Manager Local 1197
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2015-08-11-A

AN ORDINANCE APPROVING THE ANNUAL PEOPLEWARE AGREEMENT

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 11th DAY OF AUGUST, 2015

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS _______________ DAY OF AUGUST, 2015
ORDINANCE NO. 2015-08-11-A

AN ORDINANCE APPROVING THE ANNUAL PEOPLEWARE AGREEMENT

WHEREAS, Fayette County, Illinois (the “County”), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the “Code”); and

WHEREAS, the County Clerk has reviewed and requested approval from the County Board of the attached Annual Peopleware Agreement (attached hereto as Exhibit A) to provide the County Clerk’s office with access to support, enhancements and training for certain software and hardware used by County Clerk’s Office in the performance of their daily affairs; and,

WHEREAS, that said contract is for the purpose of County Clerk’s business software and that the contract price of Seven Thousand Nine Hundred Thirty Dollars ($7,930.00) will be paid out of the County Clerk’s budget; and

WHEREAS, it is in the best interests of the County to approve the attached contract.

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

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Annual Peopleware Agreement.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Contract in the name of the County. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman on such Contract. Upon passage
and signing of this Ordinance and the Contract, the County Clerk shall file a certified copy of such executed documents.

SECTION 4. AUTHORIZATION TO OTHERS. All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Contract.

SECTION 5. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 6. REPEALER.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the 11th day of August, 2015, upon yea and nay vote as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>JEAN B. FINLEY</td>
<td>aye</td>
</tr>
<tr>
<td>JACOB HARRIS</td>
<td>aye</td>
</tr>
<tr>
<td>JOHN C. DANIELS, JR.</td>
<td>aye</td>
</tr>
<tr>
<td>GLEN W. DANIELS</td>
<td>aye</td>
</tr>
<tr>
<td>JOHN BLYTHE</td>
<td>aye</td>
</tr>
<tr>
<td>DEAN J. BERNHARDT</td>
<td>aye</td>
</tr>
<tr>
<td>JEFFREY E. BECKMAN</td>
<td>aye</td>
</tr>
<tr>
<td>KEITH COLE</td>
<td>aye</td>
</tr>
<tr>
<td>DARRELL SCHAAL</td>
<td>aye</td>
</tr>
<tr>
<td>JOE E. KELLY</td>
<td>aye</td>
</tr>
<tr>
<td>GLENN GURTNER</td>
<td>aye</td>
</tr>
<tr>
<td>TROY L. PATTILLO</td>
<td>aye</td>
</tr>
<tr>
<td>WADE WILHOUR</td>
<td>aye</td>
</tr>
</tbody>
</table>
APPROVED by the Chairman of the Fayette County Board, Illinois on the 11th day of August, 2015.

Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Conder
Fayette County Clerk

{SEAL}
ANNUAL PEOPLEWARE AGREEMENT

THIS AGREEMENT is made and entered into as of September 1, 2015, by and between

Computer Information Concepts, Inc.
2843 31st Avenue
Greeley, Colorado 80631

a Colorado Corporation, hereinafter referred to as "CIC" and

Fayette County
221 S 7th Street
Vandalia, Illinois 62471

hereinafter referred to as "Customer".

WITNESSETH:

WHEREAS, CIC has determined to provide Customer access to support, enhancements and training for Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment, hereinafter referred to as "Annual PEOPLEWARE" and additional products and/or services Customer may request in the future, to maintain or enhance Customer's automation environment, hereinafter referred to as "Products / Services"; and

WHEREAS, Customer has elected to purchase CIC's Annual PEOPLEWARE as evidenced on Exhibit A, attached hereto and by this reference made a part hereof, and in the future may purchase additional Products / Services, as will then be evidenced on Exhibit B(s), "SAMPLE" attached hereto and by this reference made a part hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree that CIC will deliver Annual PEOPLEWARE to Customer, twenty-four (24) hours/day, seven (7) days/week.

ANNUAL PEOPLEWARE

A. Hardware

Maintenance - CIC will assist in problem determination and cooperate with Customer and Customer’s maintenance personnel to maximize up time. Although CIC may recommend computer hardware maintenance options, actual agreement execution and resultant costs, remain Customer's responsibility.

Emergency Backup - CIC will provide personnel to assist Customer in locating backup computer hardware; coordinate the temporary relocation of Customer's operating / application systems / data and assist in Customer’s emergency processing, at CIC’s then current hourly rate.
B. **Software**

Operating Systems – CIC trained personnel will promptly respond / resolve all connectivity and communication questions, problems, etc. encountered in the use of your hardware, operating systems, local area and wide area networks, including hubs, routers, VPN devices, communication lines, etc. and will inform, recommend and assist you in ordering / pre-testing all future operating system releases, enhancements and/or program temporary fixes from CIC’s vendors necessary to maintain your hardware at a level supportable by CIC.

Application Systems – CIC develops and maintains a working knowledge of not only the Application Systems, but more importantly, how each of our many features are currently used in your operation, permitting our PEOPLEWARE Team’s active participation in recommending procedural changes necessary to increase utilization of our new features and enhancements as they become available. Following initial implementation, CIC will continue to inform, recommend and assist in ordering, providing and pre-testing all new Application System Releases, Enhancements and/or Program Temporary Fixes from CIC's vendors, as necessary, to maintain your software at a level supportable by CIC.

Future Releases / Enhancements / Program Temporary Fixes – CIC will inform, recommend and assist Customer in ordering / pre-testing all future operating or application system releases, enhancements and/or program temporary fixes from CIC and CIC’s vendors necessary to maintain Customer at a level supportable by CIC. Actual acquisition and/or on-site installation / implementation costs for such future releases, enhancements and/or program temporary fixes remain Customer's responsibility unless specifically included on Exhibit A.

C. **PEOPLEWARE**

“INSTANT Response” – Customers utilizing our “Internet Accessible” Annual PEOPLEWARE System (APS) to log support calls by “Task Code” - Twenty-Four (24) Hours/Day – Seven (7) Days/Week, may enter their specific questions and/or concerns in their own words, attach all related screen / report images for further clarification, select priority / maximum response times of IMMEDIATE, 2, 4 or 8 working hours and receive automatic e-mail updates triggered by every support call action.

1. APS provides retrieval / displays CIC’s resolution documentation for a date range within the same “Task Code” to our staff, providing immediate resolution for a high percentage of your support calls along with excellent cross training to prevent related calls in the future.

2. Our APS “Quick Reference” also provides Customers instant access to our most current Web Based Documentation for your specific “Task Code”, saving you valuable time normally spent looking for your current copy of CIC’s manual or the applicable section, page and paragraph.

3. APS enables our Customers to confirm CIC’s open support call status (Internet & Telephone), reassignment, escalation and projected resolution date / time plus provide an opportunity for our Customers to add additional information to their original open call(s) at any time.

4. When requested, APS displays a list of current “PeopleWires”, which describe CIC known problems / issues communicated to our Customers. If a CIC program temporary fix (PTF) is available, our FTP location and automatic downloading instructions will be provided. Otherwise, CIC’s recommended “temporary work around” with instructions can be viewed and printed, along with our current estimated PTF availability.
5. Finally, using APS, Customers are provided the ability to access their Support Issues, along with all associated Actions and Resolutions, that have been closed within the past year by “Keyword”, Date Range and/or Reference Number.

Toll Free Access – CIC will continue to provide Customer with toll free telephone access plus CIC’s assistance in entering Customer's questions / concerns and requested maximum response time of 2, 4 or 8 working hours into CIC’s Annual PEOPLEWARE System.

Support – In summary, CIC will provide the computer hardware, operating and application systems, communication networks and/or other related support necessary to assure Customer’s optimum utilization of existing / future functionality regardless of Customer’s employee turnover, reassignment and/or future operating or application system releases, enhancements and/or program temporary fixes, by telephone, “DESKTOP Response” and/or “ON-DEMAND Response” unless, dependent upon severity, expediency and other pertinent factors, CIC determines to travel to Customer's location.

Training - CIC will also provide the computer hardware, operating and application systems, communication networks and/or other related training necessary to assure Customer’s optimum utilization of existing / future functionality regardless of Customer’s employee turnover, reassignment and/or future operating or application system releases, enhancements and/or program temporary fixes, at CIC’s then current telephone / “DESKTOP Response” / “ON-DEMAND Response” hourly rates or regional workshop / on-site daily rates.

Problem Identification / Vendor Communication - Customer assumes responsibility for identifying probable cause and providing additional information as required, to assist CIC and CIC’s vendors in resolving Customer's questions / concerns. CIC assumes exclusive responsibility for communicating and coordinating with all vendors in resolving Customer's questions / concerns.

Products / Services - CIC will maintain the configuration, system / communication schematics, file utilization and staff knowledge necessary to assure the continuing compatibility of any Products / Services purchased from CIC with Customer's existing computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment.

Site Evaluation - CIC will periodically review and discuss Customer's satisfaction with the Annual PEOPLEWARE and Products / Services provided by CIC and CIC’s vendors, the effectiveness of Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment and recommend additional Annual PEOPLEWARE and/or Products / Services for Customer's consideration.

GENERAL

Delivery - Although CIC may assist Customer in purchasing and coordinating the timely delivery and installation of Products / Services from CIC's vendors, CIC shall not be liable for any damages, penalty for delay in delivery and/or failure to give notice of delay when such delay is due to acts of God, delay in transportation, delay in delivery or any other causes beyond the reasonable control of CIC.

Access - Subject to statutory or Customer determined limitations, Customer agrees to permit CIC's employees access to Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment including access to Customer’s Internet connection and a telephone, for purposes of performing CIC's obligations under this Agreement.
Customer further agrees to make its employees available to CIC at Customer's location to facilitate effective implementation / utilization of Annual PEOPLEWARE and/or Products / Services and understands that failure to do so can result in additional CIC effort / time, which may be billable to Customer.

Non-Disclosure - CIC and Customer acknowledge confidential information considered proprietary by one of the parties may be furnished by it to the other party from time to time in the performance of this Agreement. CIC and Customer agree to not discuss, reveal or provide such confidential information except to the extent disclosure is required by law or by an order of a court of competent jurisdiction.

The parties further agree the proprietary nature of CIC's Annual PEOPLEWARE procedures and related documentation are of substantial importance and it shall be Customer's obligation to protect said procedures and related documentation from unauthorized disclosure or use and to destroy all such confidential information upon the expiration or termination of this Agreement.

Additional Expenses – All miscellaneous expenses incurred by CIC, i.e., travel, mileage, lodging and meals are additional and will be invoiced at cost and paid monthly to CIC by Customer upon receipt of invoice, unless otherwise stated herein.

Financial Liability – Each party shall be solely responsible for any liability resulting from that party’s negligence.

Ownership - Customer will defend and indemnify CIC against any claim or legal proceedings with regard to Customer’s proprietary rights to use all computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment. CIC will defend and indemnify Customer against any claim or legal proceedings with regard to CIC’s proprietary rights to provide the Annual PEOPLEWARE and Products / Services delivered in this Agreement subject to CIC's and CIC's respective vendor software license agreements, which CIC shall provide and Customer agrees to sign.

Warranty and Limitation of Remedy - CIC warrants the Products provided hereunder will perform according to the respective vendor's and CIC’s published specifications, that any and all such warranties provided by the manufacturers or original vendors shall be passed on and inure to the benefit of the Customer. CIC further warrants the Annual PEOPLEWARE and Products / Services provided under this Agreement will not prevent the Customer’s computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment from operating and providing the functionality previously available to Customer. The warranty stated herein shall survive during the entire term of this Agreement.

The aforesaid warranty and CIC’s obligation and liabilities thereunder are in lieu of, and Customer hereby waives, all other guarantees and warranties and all obligations and liabilities thereunder, expressed or implied arising by law or otherwise, including without limitation any implied warranty of fitness for a particular purpose or of merchantability, and all obligations and liabilities with respect to loss of use, indirect and consequential damages including but not limited to loss of profits or revenue, loss of use of equipment, costs of substitute equipment, or other down-time costs.

Customer agrees CIC’s maximum liability will be limited to the EXHIBIT A - ANNUAL PEOPLEWARE TOTAL CIC received in the most recent year, minus any funds owed or disbursed for support and enhancements.
Non-Employment - Independent of any other obligation under this Agreement, CUSTOMER and CIC agree to not intentionally, whether directly or indirectly, whether as an individual for its own account, for or with any other person, firm, corporation, partnership, joint venture, association, organization, or other entity whatsoever, interview or attempt to employ, contract with or otherwise obtain the services of a current or former employee of the other party without such party’s approval, for a period of one (1) year after completion of this Agreement. The interviewing company agrees to inform the employee that notification must be made to their current (or past) employer prior to any offer being extended to the individual. This provision is not intended to restrict the civil rights or liberties of any private individual, but to curtail counter productive human resource depletion of one (1) party for the advantages of the other party while both parties have rights and obligations under this Agreement.

Execution / Term - This Agreement is in full force and effect as of the date of execution, for one (1) year from the day and year first above written and shall be considered renewed annually by CIC’s issuance of an invoice for this same EXHIBIT A - ANNUAL PEOPLEWARE TOTAL or in subsequent years, CIC’s revised EXHIBIT A - ANNUAL PEOPLEWARE TOTAL and invoice paid by Customer, within thirty (30) days of each renewal date.

Notwithstanding the foregoing, Customer may terminate this Agreement for cause upon ninety (90) days written notice to CIC and the EXHIBIT A - ANNUAL PEOPLEWARE TOTAL received by CIC in the most recent year, minus any funds owed or disbursed for support and enhancements, prorated through the date of such termination, returned to Customer, providing CIC is given such ninety (90) days to resolve the issues at hand to Customer’s satisfaction.

Either party may also terminate this Agreement in writing, at least ninety (90) days prior to each renewal date.

Governing Law - This Agreement constitutes the entire Agreement between the parties, and shall be construed in accordance with the laws of the State of Illinois.

Waiver – The waiver of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.

Assignment – This Agreement shall be binding upon and shall inure solely to the benefit of the parties hereto and their respective successors in interest and not for the benefit of any other person or legal entity.

Although CIC may assign data translation, installation, training, support and enhancement development to its vendors, distributors and/or subcontractors, CIC shall at all times be responsible for their performance.

Entire Agreement - The Agreement and the attachments hereto represent the entire agreement between the parties and shall supersede all existing contracts and/or agreements previously executed between said parties, with respect to the subject matter hereof. All parties have negotiated this Agreement at arms length, and no party shall be deemed as the drafter of the Agreement for purpose of interpreting any potential ambiguities in the Agreement and each provision and Exhibit hereof, may be modified only in writing duly executed by all parties. In the event Customer issues a purchase order or other instrument for the Annual PEOPLEWARE and/or Products / Services herein specified, it is understood and agreed that such purchase order or other instrument is for the Customer's internal use and purpose only and shall in no way affect any of the terms and conditions of this Agreement.
Status - CIC shall be considered an independent contractor, and this Agreement does not constitute or imply that CIC is or will be an employee of Customer.

Insurance – During the term of this Agreement, CIC shall carry and maintain Workmen's Compensation and Employer's Liability Insurance covering its employees in accordance with statutory requirements applicable to the performance of its business.

Subject Headings - The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of its provision.

Severability - In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement shall continue to remain in effect.

Notices - The notices to be given under this Agreement shall be made in writing and shall be sufficient if delivered personally or mailed by First Class United States Mail, postage prepaid, to the other party at the address previously indicated.

The parties hereto have executed this Agreement the day and year first above written.

By: [Signature]  By: [Signature]
Computer Information Concepts, Inc. Fayette County, Illinois
EXHIBIT A

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Fayette County, Illinois, dated September 1, 2015.

**ANNUAL PEOPLEWARE**

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,980.00</td>
<td>Support – Operating Systems</td>
</tr>
<tr>
<td></td>
<td>$0.00 – Server Farm</td>
</tr>
<tr>
<td></td>
<td>“Without an On-Site Full Time Network Technician”</td>
</tr>
<tr>
<td>$0.00</td>
<td>Personal Computer / Server, Department and/or County File Server(s)</td>
</tr>
<tr>
<td></td>
<td>“With an On-Site Full Time Network Technician”</td>
</tr>
<tr>
<td>$750.00</td>
<td>Department / County with Maximum of Six (6) Hardware Devices</td>
</tr>
<tr>
<td></td>
<td>“Without an On-Site Full Time Network Technician”</td>
</tr>
<tr>
<td>$1,500.00</td>
<td>Personal Computer / Server or Department File Server</td>
</tr>
<tr>
<td></td>
<td>“Without an On-Site Full Time Network Technician”</td>
</tr>
<tr>
<td>$2,500.00</td>
<td>County File Server(s)</td>
</tr>
<tr>
<td></td>
<td>“Without an On-Site Full Time Network Technician”</td>
</tr>
</tbody>
</table>

CIC trained personnel will promptly respond by telephone, DESKTOP Response and/or ON-DEMAND Response to all connectivity and communication questions, problems, etc. encountered in the use of your hardware, operating systems, local area and wide area networks during operation of the following Application Systems and will inform, recommend and assist you in ordering / pre-testing all future operating system releases, enhancements and/or program temporary fixes from CIC's vendors necessary to maintain your hardware at a level supportable by CIC. On-Site operating system support and installation / configuration of new equipment is additional and will be invoiced in one (1) hour increments at CIC's then current travel & on-site hourly rates plus mileage, lodging and meals at cost and paid monthly to CIC by Customer upon receipt of invoice.

1,980.00 Server Farm – Web Site Hosting (Includes Unlimited Concurrent Users, Virus Protection, SQL Server & SSL Certificate plus 10.8Mbps Committed Information Rate (CIR) Access) – Annual Lease – 20GB

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>$5,500.00</td>
<td>Support – Application Systems</td>
</tr>
<tr>
<td>100.00</td>
<td>INSTANT Sharing / Seat – 2 Seats</td>
</tr>
<tr>
<td>470.00</td>
<td>MinutesTaker Board</td>
</tr>
<tr>
<td></td>
<td>Pro-rated August 1, 2015 – August 31, 2016</td>
</tr>
<tr>
<td>4,070.00</td>
<td>Records Management / Imaging – Illinois</td>
</tr>
<tr>
<td>660.00</td>
<td>Remote Access / Printing Service w/CIC State Wide Software License</td>
</tr>
<tr>
<td>200.00</td>
<td>Server Farm – Web Site Hosting (Includes Unlimited Concurrent Users, Virus Protection, SQL Server &amp; SSL Certificate plus 10.8Mbps Committed Information Rate (CIR) Access) – 20GB</td>
</tr>
</tbody>
</table>

725.00 Enhancements – Application Systems

125.00 MinutesTaker Board

|          | Pro-rated August 1, 2015 – August 31, 2016                                  |
| 445.00   | Records Management / Imaging – Illinois                                     |
| 155.00   | Remote Access / Printing Service w/CIC State Wide Software License          |

($275.00) Annual Peopleware INSTANT Response Support Call Log Credit – 77.42% Logged

$7,930.00 ANNUAL PEOPLEWARE TOTAL
Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Fayette County, Illinois, dated September 1, 2015.

**PRODUCTS / SERVICES TO BE PROVIDED:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Retail</th>
<th>Discounted</th>
</tr>
</thead>
</table>

**TOTAL RETAIL PRICE** $x,xxx.xx  
**TOTAL EXHIBIT PRICE** $x,xxx.xx

Miscellaneous Expenses, i.e.; travel, mileage, lodging, meals, etc., at cost, will be paid by Customer upon receipt of a separate CIC invoice.

**SCHEDULED DELIVERY:**

It is anticipated the Products / Services will be delivered / provided within thirty (30) days after CIC’s receipt of this signed exhibit and your Check or Purchase Order.

**ACCEPTANCE / PAYMENT TERMS:**

To complete the ordering process, please:

1. Mail a signed copy of this Exhibit along with your Check for the Total Exhibit Price to 2843 31st Avenue, Greeley, Colorado 80631

   OR

2. Fax a signed copy of this Exhibit along with your Purchase Order for the Total Exhibit Price to (970) 330-0839. Full Payment will then be due and payable upon delivery of the Products / Services.

   **Failure to execute within twenty (20) days will render this Exhibit null and void.**

By: ____________________________  
Computer Information Concepts, Inc.

By: ____________________________  
Customer

Exhibit Date  
Acceptance Date