Ordinance

ORDINANCE NUMBER 2016-04-14-A
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN FAYETTE COUNTY, ILLINOIS for Fiscal year 2017, beginning on July 1, 2016 and ending on June 30, 2017.

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, Fayette County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the Fayette County limits.

NOW, THEREFORE, BE IT ORDAINED by the Chairman and the County Board of Fayette County that:

Section 1. Shelby County shall hereby provide public transportation within the county limits.

Section 2. The County Clerk of the County of Fayette shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of Fayette County a Grant Application to the Illinois Department of Transportation.

Section 5. That County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of Fayette County all required Grant Agreements with the Illinois Department of Transportation.

APPROVED by the Chairman of the Fayette County Board, this 14th day of April 2016, and deposited and filed in the office of the Fayette County Clerk of said County on that date.

Elected Board Members 14

PRESENT 13

AYE 13

NAY 0

Clerk of Fayette County, Illinois

Chairman of Fayette County, Illinois
9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.

10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.

11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.

12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2016 to June 30, 2017 and will be submitted for approval annually.

COUNTY OF SHELBY, a body politic and corporate

By: ___________________________
    Chairperson, Shelby County Board

ATTEST:

______________________________
Shelby County Clerk

COUNTY OF FAYETTE, a body political and corporate

By: ___________________________
    Chairperson, Fayette County Board

ATTEST:

______________________________
Fayette County Clerk
Intergovernmental Agreement

This Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Christian, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Christian Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.

2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.

3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.

4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.

5. Participants are not responsible to the service provider for any local matching funds, but may provide match as desired.

6. That the terms of this Agreement will be effective for the twelve-month grant period.

7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.

8. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when Participants agree that a new intergovernmental agreement would meet their particular needs.
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By: ___________________________
Chairperson, Shelby County Board

ATTEST:

____________________________
Shelby County Clerk

COUNTY OF FAYETTE, a body political and corporate

By: ___________________________
Chairperson, Fayette County Board

ATTEST:

____________________________
Fayette County Clerk
WHEREAS, The County of Fayette, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Fayette, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

VANDALIA TOWNSHIP

PERMANENT PARCEL NUMBER: 18-14-09-376-006

As described in certificate(s) : NONE sold November 2012

and it appearing to the County board that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, James M. Logue, has bid $10,501.00 for the County’s interest, such bid having been presented to the County board at the same time it having been determined by the County board and the Agent for the County, that the County shall receive from such bid $7,844.25 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $42.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $10,501.00.

THEREFORE, your County board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS, that the Chairman of the Board of Fayette County, Illinois, be authorized to execute a deed of conveyance of the County’s interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $7,844.25 to be paid to the Treasurer of Fayette County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 14th day of April , 2016

ATTEST

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

04-16-001
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2016-04-14-C


ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS _______ 14th _______ DAY OF APRIL, 2016

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS ___________________ DAY OF APRIL, 2016
ORDINANCE NO. 2016-04-14-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 Fayette County Supervisor of the Highway Department 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 __14th__ day of April, 2016, upon yea and nay vote as follows:

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<tr>
<th>Name</th>
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<tr>
<td>JEAN B. FINLEY</td>
<td>Yea</td>
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<tr>
<td>JAKE HARRIS</td>
<td>Yea</td>
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<tr>
<td>JOHN C. DANIELS, JR.</td>
<td>Yea</td>
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<tr>
<td>JEFFREY BECKMAN</td>
<td>Nay</td>
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<td>GLEN W. DANIELS</td>
<td>Nay</td>
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<td>JOHN BLYTHE</td>
<td>Absent</td>
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<td>DEAN J. BERNHARDT</td>
<td>Yea</td>
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<tr>
<td>KEITH COLE</td>
<td>Yea</td>
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</table>
DARRELL SCHAAL  
JOE E. KELLY  
GLENN GURTNER  
TROY L. PATILLO  
WADE WILHOUR  
CHAD AUSTIN

Yea  
Yea  
Nay  
Yea  
Nay  
Nay

APPROVED by the Chairman of the Fayette County Board, Illinois on the 14th day of April, 2016.

Jeffery Beckman, Chairperson  
Fayette County Board, Illinois

ATTEST:

Vicky L. Conder  
Fayette County Clerk

[Seal]
AGREEMENT

BETWEEN

FAYETTE COUNTY GOVERNMENT
HIGHWAY DEPARTMENT

AND

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

December 1st 2014 through November 30, 2017
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<td>Appendix B</td>
<td>Seniority List</td>
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<td>Appendix C</td>
<td>Dues Authorization</td>
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MEMORANDUM OF AGREEMENT

ARTICLE 1
PARTIES TO AGREEMENT

This agreement is entered into by and between the County of Fayette, Illinois, hereinafter referred to as the “Employer”, and the Laborers’ International Union of North America, The Southern and Central Illinois Laborers’ District Council and Local 1197, hereinafter referred to as the “Union”.

ARTICLE 2
PREAMBLE

It is the purpose of this Agreement and it is the intent of the parties here to establish and promote a mutual harmonious understanding and relationship between the Employer and the Union, to promote efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and application of this Agreement.

ARTICLE 3
RECOGNITION

Pursuant to the Illinois Labor relations Board Certification, #S-R-C-99-16, the Employer recognizes the Laborers’ International Union of North America as the sole and exclusive collective bargaining representative for all full time employees employed by the Fayette County Highway Department in the positions of Road Crew and Secretary, excluding the Superintendent, Engineers and all other positions employed by the Fayette County Highway Department as well as all supervisors, managerial and confidential employees within the meaning of the Act.

ARTICLE 4
NON-DISCRIMINATION

Neither the Employer nor the Union shall discriminate against any Employee on the basis of race, creed, color, national origin, sex, age, religion, mental or physical handicaps, marital status, Union activities or non-union activities, political affiliations or beliefs.

ARTICLE 5
UNION CHECKOFF AND RIGHTS

While this Agreement is in effect, the Employer will deduct from each Employee’s paycheck twice each month one-half the amount of the uniform, regular monthly Union dues for each Employee in the bargaining unit who has filed with the Employer a voluntary,
effective checkoff authorization in the set forth in Appendix A of this Agreement.

A Union member desiring to revoke the dues checkoff may do so by written notice to the Employer at any time during the thirty (30) day period prior to the annual anniversary date of the contract, in each year during the life of the contract.

The actual dues amount deducted, as determined by the Union, shall be uniform in nature for each Employee and shall be identified to the County by the Union in order to ease the Employer burden of administrating this provision.

If the Employee has no earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the Employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regular monthly fees once each year during the life of this Agreement. The Union will give the Employer thirty (30) days notice of any such change in the amount of uniform dues to be deducted.

Dues amounts so deducted shall be forwarded by the Employer within thirty (30) days of the deduction to Laborers' Local 1197, 109 West Market, PO Box 56, Mcleansboro, IL 62859.

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal posts that shall arise out of or by reason of action taken or not taken by the Employer in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the Employee any such amount.

One Union representative, and his/her successor(s) as designated by the Union, shall have access to the premises of the Employer in order to help resolve a serious dispute or problem. In order to receive access, the representative must provide advance notice to the Employer or his designee and make arrangements not to disrupt the work of Employees on duty. The representative may visit with Employees during their down time if such visit does not disturb the work of any Employees who may otherwise be working.

ARTICLE 6
STEWARD

The Business Manager shall appoint one Steward who shall assist an Employee in presenting a grievance to the Employee's Department Head. The Steward shall be the recognized representative of the Union during work hours and shall be subject to the same terms and conditions of employment as any other Employee.

Any Steward shall be permitted to leave his work to investigate and adjust any dispute or grievance of any Employee within his jurisdiction. No time or pay will be lost
during regular work hours by any Steward while performing his duties of investigating the dispute or grievance.

In order to avoid grievance procedures the Steward will be allowed up to thirty (30) minutes to attempt to resolve any dispute or problem.

The Steward shall not direct the daily assignment of other Employees. This shall be performed by the Department Head or designated Supervisor.

**ARTICLE 7**

**UNION SECURITY**

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relation Act. The Fair Share payment, as certified by the Union, shall be uniform in nature for each Employee and shall be deducted by the Employer from earnings of the non-member Employees once each pay period and forwarded to Laborers' Local 1197, 109 West Market, PO Box 56, Mcleansboro, IL 62859 within thirty (30) days of the deduction.

The Union may change the fixed uniform dollar amount which will be considered the regular fees once each year during the life of this Agreement. The Union will give the Employer thirty (30) days written notice of any such change in the amount of uniform fees to be deducted.

The amount constituting non-member employees share shall not exceed the proportionate fair share of the cost of the collective bargaining process, contract administration and pursuance of matters affecting wages, hours and conditions and in no event shall it be greater than the dues uniformly required of Union members.

If the Employee has no earnings due for any given pay period, the Employer will be relieved of any responsibility or obligation for collection. The Union agrees to refund to the Employee any amounts paid to the Union in error on account of this fee deduction provision. Should any Employee be unable to pay their contributions to the Union based upon bonafide religious tenets or teachings of a church or religious body of which such Employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the Employee affected and the Union. If the Union and the Employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The Employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.
ARTICLE 8
INDEMNIFICATION

Employer Responsibility – The Employer shall be responsible for holding the employee harmless from and pay for damages or monies which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement.

Legal Representation – The Employee shall have legal representation by the Employer in any civil cause of action brought against an employee resulting from or arising out of the performance of duties.

Cooperation – Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Applicability – The Employer will provide the protection set forth in Section 1 and Section 2 above, so long as the employee is acting within the scope of his employment and where the employee cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims in accordance with Illinois Law.

ARTICLE 9
MANAGEMENT RIGHTS

The Employer possesses the sole right to operate the Fayette County Highway Department and all management rights repose in it. Nothing herein shall affect the internal control authority of the Department Head. Except as specifically amended, changed or modified by the Agreement, these rights include, but are not limited to, the following:

(a) To direct all operations of the County;
(b) To establish reasonable work rules and schedules of work;
(c) To hire 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 over disciplinary action against employees under the established work rules and regulations of the County of Fayette and the provision of this Agreement;
(e) To lay off employees;
(f) To maintain efficiency of County operations;
(g) To introduce new or improved methods of facilities;
(h) To change existing methods of facilities;

(i) To determine the kinds and amounts of services to be performed as pertains to County operations; and the number and kind of classifications to perform such services.

ARTICLE 10
NO STRIKE

No Strike Commitment - Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Union nor any employee shall refuse to cross any picket line, by whomever established.

Performance of Duty - It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the County. The Union agrees that no disciplinary action or other action will be taken by the Union against any employee covered by this Agreement by reason of any such action or conduct in the line of duty.

Resumption of Operations - In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the employee to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Discipline of Strikes - Any employee who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE 11
MAINTENANCE OF STANDARDS

To the extent that they are not in conflict with this Agreement, the County Personnel Manual as it exists 7-12-95 and amended 5-13-97, all economic benefits and work practices which are currently in effect shall continue and remain in effect for the term of this Agreement. All employees shall receive a copy of, and acknowledge in writing the receipt of same.
ARTICLE 12
GRIEVANCE PROCEDURE

A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any Employee regarding the application, meaning or interpretation of the expressed terms of this Agreement. It is understood by the parties that the terms of this Agreement shall supersede and replace all past practices.

A grievance shall be processed in the following manner:

**Step 1:** Upon the knowledge of the occurrence for the grievance the Steward and Employee affected shall meet with the Department Head and orally present the grievance. The Department Head will have two (2) days to resolve the matter.

**Step 2:** An Employee directly affected by a decision which he believes to be a violation of the contract, which has not been resolved in Step 1, shall report the same to the Union Steward in writing, and the Steward may present a written grievance to the Department Head. The Department Head shall attempt to adjust the matter and shall respond to the Union in writing within five (5) working days after such discussion. Any resolution of the grievance reached between the Union and the Department Head shall not be inconsistent with any express terms of this Agreement.

**Step 3:** If the Union’s grievance is not settled in accordance with Step 2, the Steward may present the written grievance to the Fayette County Personnel Committee. The Fayette County Personnel Committee shall attempt to adjust the matter and shall respond to the Union in writing within five (5) working days after receiving the written grievance.

**Step 4:** If the Union’s grievance is not settled in accordance with Step 3, the Union may present the written grievance to the full Fayette County Board. The Fayette County Board shall attempt to adjust the matter and shall respond to the Union in writing within five (5) working days after the next available monthly meeting before going to arbitration.

**Step 5:** If the Union’s grievance is not settled in accordance with Step 4, the Union may refer the grievance to binding arbitration within ten (10) working days after receipt of the written answer. The parties shall attempt to agree upon an arbitrator within ten (10) working days after receipt of notice of referral and in event the parties are unable to agree upon an arbitrator within the ten (10) working day period, the parties shall immediately jointly request the Illinois Department of Labor to submit a panel of seven (7) arbitrators. Either party may reject one (1) entire panel. Both the Employer and the Union shall have the right to strike three (3) names from the panel. One party shall strike the first name, the other party shall then strike a second name, the first party a third name, and the other party a fourth name, and the remaining person shall be the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union requesting that he set a time and place, subject to the
availability of the Employer and the Union representatives. All arbitration hearings shall be held in Vandalia, Illinois (unless the parties mutually agree otherwise.)

The arbitrator shall act in a judicial, not legislative capacity and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not submitted to him. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of the law. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The fee and expense of the arbitrator and the cost of a written transcript, if requested by the arbitrator, shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript if one is desired.

Orders of the arbitration panel shall be reviewable by the Office Department Head but only for reasons that the arbitration panel exceeded its jurisdiction or the order was procured by fraud, collusion or other similar or unlawful means. The penance of such proceeding for review shall not automatically stay the order of the arbitration panel.

If the Employer does not answer a grievance on an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union Representatives involved in each step.

The investigation of grievances by the Employee and Union Representative shall be conducted during working hours and such Employee will not lose compensation for the attendance at the meeting.

Working days for the purpose of this grievance article shall mean 8:00 A.M. to 4:00 P.M., Monday through Friday, excluding negotiated holidays.

The Union may request the presence of witnesses and/or the production of specific documents, books or papers reasonable available from the Employer and substantially pertinent to a grievance under consideration. Such request shall not unreasonably be denied and who complied with shall be subject to applicable laws, rules and regulations
governing the release of information contained in such material. All costs of reproduction of the above documents shall be borne by the Union.

ARTICLE 13
PERSONNEL FILES

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.

Inspection - Upon 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 the request;

(b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable 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 representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his 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.

Notification - Employees shall be given immediate notice by the Employer when a formal, written warning or other disciplinary documentation is permanently place in their personnel file.

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.

County Personnel Records - Under the supervision of the County Department Heads, the Personnel Secretary, which shall be the County Clerk, 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 or her initial date of employment; (4) any
existing position description; (5) forms for I.M.R.F., health and life insurance and other employee benefits; (6) information regarding current sick, personal and vacation days as submitted by Department Heads monthly. Other employee personnel files will be maintained by the Fayette County Highway Department. An employee may review his or her personnel file upon written request up to two 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 department unless otherwise required by law. No information will be made available to unauthorized personnel or persons without he expressed written permission of the employee in question. Such personnel records shall be considered confidential in nature.

It is important that your personnel records be current and accurate. You 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 14**
**SENIORITY**

Seniority shall, for the purpose of this Agreement, be defined as an Employee’s length of service from the date the Employee is hired. An Employee shall lose seniority rights upon discharge, resignation, retirement or layoff exceeding twenty four (24) months and failure to return from leave or layoff.

Employees hired for the first time will be regarded as new employees and will serve a six (6) month probationary period. After an employee has been employed for six (6) months, he shall become a regular employee and the employee shall be placed on the seniority list and seniority shall date from the time of employment.

Seniority shall be the determining factor for layoffs and re-employment by classification.

No Employee shall lose any seniority that has been established as past practice.

**ARTICLE 15**
**NEW CLASSIFICATIONS AND VACANCIES**

*New Classifications* - 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 the 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 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 2nd 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 work
force;

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

(c) Significant differences in working conditions to comparable position classifications.
The pay grade originally assigned by the Employer shall remain in effect pending
the 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 16
HOURS OF WORK

The normal work week will be Monday through Friday, 7:30 A.M. - 4:00 P.M. with a
one-half (1/2) hour unpaid lunch, except that during the months of June, July, and August
when due to extreme heat the hours of work can be change to 6:00 A.M. - 2:30 P.M. with a
one-half (1/2) hour unpaid lunch. This also includes a paid fifteen (15) minute break in the
morning and a paid fifteen (15) minute break in the afternoon. Employees may leave the
work premises during fifteen (15) minute breaks. If the employee reports to work, he or she
shall receive two (2) hours pay.

Employees will be given a seventy two hour notice when their hours are changed to
6:00 A.M. or back to 7:30 A.M.

Employees will be compensated at a rate of one and one-half (11/2) times their
regular rate for work in excess of a normal work week or any work performed on Saturday.

Employees shall be compensated at a rate of two (2) times their regular rate for any
work performed on a Sunday.

Any time an Employee is required to work on a Saturday, Sunday or holiday the
Employee will be paid a minimum of two (2) hours pay at the applicable rate.

In the event that an Employee is required to work on a holiday, the Employee will be paid one and one-half (11/2) times plus holiday pay. All forms of approved absences (holidays, vacations, sick days) shall be counted as time worked for overtime computations.

In as far as practical, overtime shall be divided equally among all Employees.

In the event of an emergency where an Employee is called in to work either on a weekend, holiday or after completing a normal work day, the Employee will receive a minimum of two (2) hours pay at the applicable rate. In the event of an emergency closing of the Fayette County Highway Department building due to inclement weather or other disaster, the Clerical Employee shall receive the following pay: If the Clerical Employee reports for work, he shall receive a days pay; In the event the Fayette County Highway Department building is closed before the normal closing hour due to inclement weather, the Clerical Employee who was unable to get to work will only be required to use personal or vacation time for the actual time the office building remained open.

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

**ARTICLE 17**

**OFFICE STAFF AND LAY-OFFS**

Due to the current work load in the County, there will be no lay-offs or elimination of the positions in this bargaining unit during the duration of this contract. If after the duration of this contract, the Employer determines that lay-offs are necessary, the Department Head shall determine the number of Employees to be laid off. In each classification, Employees, regardless of job duty, shall be laid off from each classification in the inverse order of seniority. No temporary, non-working, or part-time Employee will work or be hired while any Union member in this Agreement is laid off. Employees will be recalled by seniority starting with the most senior person.

**ARTICLE 18**

**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 Employer may not subcontract any work which would cause Employees, covered by this Agreement, to be laid off, replaced or have scheduled hours reduced.
ARTICLE 19
HOLIDAYS

An Employee shall have time off without loss of pay on the following days:
New Years, Columbus Day,
Martin Luther King Day, Veteran’s Day,
Thanksgiving Day, Easter Holiday,
Day after Thanksgiving, General Election Day
Memorial Day, Christmas Eve,
Independence Day, Christmas Day,
Labor Day

If a holiday falls on a Saturday, the Friday before is taken. If the holiday falls on a Sunday, the following Monday is to be taken.

ARTICLE 20
VACATIONS

An Employee shall be credited on his anniversary date or each year the following days of paid vacation:

- After 1 year of service – 10 days vacation
- After 5 years of service – 15 days vacation
- After 12 years of service – 20 days vacation
- After 20 years of service – 25 days vacation

Vacation days may be used separately or taken in blocks. Vacation time may be taken in one-half (1/2) day increments. Vacation days may be carried over. No person shall lose any accumulated vacation days upon joining the Union.

Available vacation days shall be awarded on a “first come, first serve basis.”

If a regular holiday should occur during an Employee’s vacation, such holiday may be considered a holiday and shall not be counted as part of the Employee’s vacation.

ARTICLE 21
SICK LEAVE AND DUTY INJURY LEAVE

Each present Employee shall be entitled to twelve (12) sick leave days per year at the rate of one (1) per month without loss of pay. Sick leave shall accumulate to a total of 120 days. Sick leave shall be interpreted to mean personal illness including pregnancy related disability or illness in the immediate family or household. No person shall lose any accumulated sick days upon joining the Union.
Employees with accrued sick leave credit shall be allowed to utilize such sick leave for the following purposes:

A. **Personal Illness or Disability** - Any Employee who has contracted or incurred and is suffering from any non-service connected sickness or disability, which renders him unable to perform the duties of his position, shall be eligible to receive paid sick leave. This also includes periods during which the Employee is under an enforced quarantine in accordance with community health regulation, or restricted due to a contagious disease in accordance with a doctor's order.

B. **Family Illness or Disability** - Employees shall be eligible to receive paid sick leave when there is a sickness or disability which requires the Employees personal care and attendance for a member of their immediate family such as a spouse, son, daughter, step/adopted son, step/adopted daughter, father, mother, step-father, step-mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, step-brother, sister, step-sister, brother-in-law, sister-in-law, grandparents and grandchildren.

C. **Medical and Dental Appointments** - Employees shall be eligible to receive paid sick leave for routine medical and dental appointments for themselves or a member of their immediate family as defined in "B" above. The Employee shall request this leave as far in advance as possible.

The rate of sick leave pay shall be the Employee’s regular hourly rate of pay in effect for the Employee's regular job at the time the sick leave was taken. A duty incurred sickness or disability shall not be charge against the accumulated sick leave of an Employee during which the Employee is on approved duty injury leave and eligible for duty injury leave benefits in accordance with applicable law beginning with the date of injury or date of beginning illness.

Upon retirement, an employee who is vested in I.M.R.F. will receive one (1) month credit for retirement purposes for every twenty (20) days of unused sick time. The I.M.R.F. credit is subject to the current rules and regulation of I.M.R.F.

**ARTICLE 22**
**PERSONAL LEAVE**

The Employer shall grant each Employee four (4) days of personal business leave per year without loss of pay. Except in the case of an emergency, notice of the necessity for personal business leave shall be submitted as soon as possible to the Department Head or his designee. Any unused personal leave days shall not accumulate. Two (2) days or sixteen (16) hours may be used in no less than two (2) hour increments and the other two (2) days or sixteen (16) hours may be used in four (4) hour increments.
ARTICLE 23
FUNERAL LEAVE

In the event of a death in the immediate family of an Employee, the Employee shall be allowed three (3) days leave per occurrence without loss of pay and these three (3) days shall not be charged to sick leave.

Immediate family shall include the death of a spouse, son, daughter, step/adopted son or daughter, father, mother, brother, sister, step-father, step-mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.

One (1) day for other family members; more time may be taken if needed and charge to vacation, sick or personal leave or without pay if there is not accumulated time available.

Other family members shall include the death of a step-brother, step-sister, brother-in-law, sister-in-law, aunts and uncles. In extenuating circumstances, the Department Head may authorize more time, chargeable to vacation, personal leave or without pay.

ARTICLE 24
JURY DUTY

Employees required to report for jury duty or jury service shall be paid the difference between their salary and the amount they receive for jury duty.

ARTICLE 25
CONVENTION AND SEMINAR REIMBURSEMENT

Employees who have been approved to attend a seminar or training session by their Department Head will be reimbursed at actual cost for all expenses associated with the training. Such expenses may include but not limited to room, meals, public transportation, licenses, certificates, re-certifications and registration fees (including books, publications, or association fees, if required).

If an employee(s) travel by personal vehicle, the employee will be reimbursed at the IRS maximum allowable mileage rate.

Costs that are paid by another unit of government or another agency or firm will not be paid in duplicate by Fayette County.

If an Employee attends a seminar or training session, that Employee will be compensated at a rate of one and one half (1 1/2) times the regular rate for work in excess of a normal day or a normal week or for attending any seminar or training session on a Saturday. The
Employee will be compensated at a rate of two (2) times their regular rate for any seminar or training session they attend on a Sunday. Travel time to and from any seminars or training sessions shall be included in the Employee's work time.

ARTICLE 26
JOB CLASSIFICATIONS

The road crew will perform the driving of all trucks requiring CDL's, operating of all machinery, operation of all hand tools and all mechanical duties.

The secretary shall perform all secretarial duties.

ARTICLE 27
RATE OF PAY

The County shall determine the number of CDL's required and shall pay the difference between the cost of a Class A driver's license and a CDL License. Employees who are licensed to perform special duties required by the County shall receive an additional $0.50 per hour when special permits are utilized.

Salary Schedule - See Appendix A.

ARTICLE 28
ILLINOIS MUNICIPAL RETIREMENT FUND

The Employer shall continue to contribute to the Illinois Municipal Retirement System on all Employees qualified by the I.M.R.F. system.

ARTICLE 29
LABORERS' NATIONAL INDUSTRIAL PENSION PLAN

Section 2.1 Laborers' Industrial Pension

Beginning December 1st, 2012, the Employer agrees to contribute to the Laborers' National (Industrial) Pension Fund (the "Pension Fund") for all employees covered by this Agreement in accordance with this Article.

Section 2.2 Adoption of the Preferred Plan

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26th, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every
collective bargaining agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan’s Preferred Schedule and wish to document that agreement,

It is hereby agreed by the undersigned Union and Employer as follows;

1. The current contribution rate to the Pension Fund of $0.73 per hour shall be increased by ten percent (10%) to the rate of $0.81 per hour effective February 1st, 2013. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another ten percent (10%) (rounded to the highest penny). The parties agree that these pension contributions that would otherwise be paid in salary or wages (including hours or portions of hours of paid holidays, vacation, sick leave, personal leave, other paid leave and overtime), instead will be contributed by the Employer (pre-tax) to the Pension Fund. The contributions are to be considered Employer contributions for purposes of the tax laws and they are not taxable income to the employees, rather taxation is deferred until benefits are paid.

2. With regards to benefits under the Pension Fund, the Plan’s Preferred Schedule provides that the Pension Fund’s current plan of benefits for the group will remain unchanged with the following exceptions:

   (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.

   (b) Effective April 30th, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of $5,000.00 or less and for the Fund’s $5,000.00 death benefit.

   (c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

3. The Plan as a whole is deemed to be a part of the Preferred Schedule.
Section 2.3
Contributions shall be due and paid on a monthly basis. Specifically, contributions earned during a calendar month shall be due and paid by the twentieth (20th) day of the immediately following calendar month.

Section 2.4
Unless otherwise agreed by the Pension Fund, contributions shall be paid by check made payable to the "Laborers’ National (Industrial) Pension Fund" and delivered to the Pension Fund at 905 16th Street NW, Washington, D.C. 20006 by U.S. Mail or commercial carrier.

Section 2.5
Together with each contribution payment, the Employer shall deliver to the Pension Fund such written reports as the Pension Fund may require to verify and properly credit the contributions. If acceptable to the Pension Fund, the Employer may submit its contribution reports electronically.

Section 2.6
The Employer shall retain the payroll records on which its contribution reports are based. The Pension Fund shall be entitled to have an independent certified public accountant audit the Employer’s records from time-to-time to reasonably verify the accuracy and completeness of the Employer’s contributions.

Section 2.7
Contributions to the Pension Fund are part of the compensation package that the Employer has agreed to pay the employees covered by this Agreement for their labor. In the event that the Employer fails to submit contributions and/or contribution reports as required by this Agreement, the Pension Fund shall be entitled to pursue all available legal or equitable recourse to enforce the Employer’s obligations under this Agreement, without regard to any grievance or arbitration procedure under this Agreement.

Section 2.8
The Union and the Employer hereby adopt by reference the Pension Fund’s Agreement and Declaration of Trust which governs the operations of the Pension Fund as a trust fund established for the purpose of providing retirement income to eligible participants and beneficiaries. A copy of the Agreement and Declaration of Trust has been provided to the Employer.
ARTICLE 30
HEALTH & LIFE INSURANCE

Section 1. Insurance

The County of Fayette shall provide group health insurance benefits to eligible full-time employees. 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 Fayette County 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 personal days shall pay the premium for coverage under the said policy.

County employees who retire shall be eligible to participate in the County'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. Life Insurance

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

ARTICLE 31
GENERAL PROVISIONS

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.

Work Rules - Work rules of the Fayette County Highway Department which are not in conflict with this Agreement shall continue in full force and effect.

American with Disabilities Act (ADA) - During the term of this Agreement, should either party believe that the application of the American Disabilities Act (ADA) require 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 15 of the Illinois Public Labor Relations Act.

Mandatory Substance Abuse Training:
Section 1: 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.

Section 2: 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 6 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.

Section 3: 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.

Section 4: 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 pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 5: 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.

Section 6: 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".

-23-
Section 7: 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.

Section 8: 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.

Section 9: 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.

Section 10: 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.

Union Representatives - Authorized representatives of the Union shall be permitted to visit the Department during working hours to talk with employees of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement.

Right to Examine Records - The Union or a representative shall have the right to examine time sheets and other records pertaining to a specific grievance, at reasonable times with the Employee’s consent.

Personal Effects - The Employer agrees to repair or replace as necessary an employee’s eyeglasses, contact lenses, watches, up to $50.00 and prescription sunglasses, if such are damaged or broken, if during the course of the employee’s duties, the employee is required to exert physical force or is attacked by another person. The incident shall be reported to the Department Head or his designee the day of the occurrence.
Inoculations - The Employer agrees to pay all expenses for inoculation or immunization shots for the employee and for members of the employee’s family when such becomes necessary as a result of said employee’s exposure to contagious diseases where said employee has been exposed to said disease in the line of duty.

Safety Issues - The County Engineer may appoint a designee(s) to represent him in meetings with the Union to discuss safety issues.

The designee(s) of the Fayette County Highway Department shall meet a minimum of once each month with the Union Safety Committee, unless both parties agree that no meeting is necessary to discuss safety issues, which will be submitted in writing by the Union.

Any report or recommendation which may be prepared by the Union or designee(s) of the County Engineer as a direct result of these meeting will be in writing and copies submitted to the Fayette County Highway Department Head and the Business Manager of the Union.

No employee shall be required to use any equipment that has been designated by both the Union and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned piece of equipment is found to have a disabling defect or is in violation of the law, the employee will notify his supervisor, complete required reports, and follow the supervisor’s direction relative to requesting repair, replacement, or the continued operation of the piece of equipment.

The Employer shall take all reasonable steps to protect employees during working hours in the performance of their duties.

Bulletin Boards - The Employer shall provide the Union with designated space on available bulletin boards or provide a separate bulletin board on a reasonable basis for use by the Union upon which the Union may post its notices. No such posting may be defamatory or partisan political in character.

ARTICLE 32
CREDIT UNION

Deductions for investments or for payment to be sent to LIFE Credit Union shall be granted upon written authorization by the Employee. The authorization form should contain the individual’s account number, amount to be deducted each pay period, the beginning and ending days for the deduction to be sent, and the signature of the employee
authorizing each deduction.

ARTICLE 33
VOLUNTARY LPL CONTRIBUTION

Upon written authorization by the Employee, the Employer shall deduct contributions to the Laborers' Political League and remit said deduction to the Laborers' Midwest Region Office each month.

ARTICLE 34
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 with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 35
IMPASSE CLAUSE

Except for mid-term wage increase negotiations only between the Employer and the Union the collective process reaches an impasse with the result that Employer and Union are unable to effect a mid-term contractual wage settlement, then either party in the dispute, after written notice to the other party containing specifications of the wage issue in dispute, may request the appointment of a Board of Arbitration.

For purposes of this section, an impasse shall be deemed to occur in the collective bargaining process if the parties do not reach a settlement of the issue or issues in dispute by way of a written agreement with forty five (45) days after collective bargaining proceedings have been initiated.

The Board of Arbitration shall be composed of three (3) persons: one appointed by the Employer, one appointed by the Union, and a third (3rd) member to be agreed upon by the Employer and the Union. The members of the arbitration board representing the Employer and the Union shall be named with five (5) days from the date of the request for the appointment of such board. If, after a period of ten (10) days from the date of the appointment of the two arbitrators appointed by the Employer and the Union, the third (3rd) arbitrator has not been selected by them, then either arbitrator may request the Federal
Mediation and Conciliation Service of the United States Department of Labor or its successor in function, to furnish a list of five (5) members of said association who are residents of Illinois from which the third (3rd) arbitrator shall be selected. The arbitrator appointed by the Employer shall eliminate two (2) from the list within five (5) days after the publication of the list, following which the arbitrator appointed by the Union shall eliminate two (2) names from the list within five (5) days thereafter. The individual whose name remains on the list shall be the third (3rd) arbitrator and shall act as Chairman of the Board of Arbitration. The Board of Arbitration thus established shall commence arbitration proceedings within ten (10) days after the third (3rd) arbitrator is selected and shall make its determination within thirty (30) days after the appointment of the third (3rd) arbitrator.

Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussion looking to a new Agreement or amendment of the existing Agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

1. the lawful authority of the Employer;

2. stipulation of the parties;

3. the interests and welfare of the public and the financial ability of the unit of government to meet costs;

4. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services in neighboring communities;

5. The average consumer prices for good and services, commonly known as the cost of living index;

6. the overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received;

7. changes in any of the foregoing circumstances during the pendency of the arbitration proceedings;

8. such other factor, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties, in the public service or in private
employment.

The determination of the majority of the Board of Arbitration thus established shall be final on the issue or issues in dispute and shall be binding upon the Employer and the Union involved, and said determination will be based upon the final offer of settlement of each party as to each economic issue submitted to the upper case Board of Arbitration. Such determination shall be in writing and a copy thereof shall be forwarded to both parties to the dispute. Such determination shall constitute a mandate to the Employer to take the action necessary to carry out the determination of the Board of Arbitration.

The compensation for all arbitrators, as well as all stenographic and other expenses incurred by the arbitration panel in connection with the arbitration proceedings shall be split equally between the Employer and the Union. All arbitration hearings shall be conducted in Vandalia, Illinois.
ARTICLE 36
BEGINNING AND DURATION OF AGREEMENT

This Agreement shall be in full force and effect from December 1, 2014 until November 30, 2017 and shall automatically continue year to year thereafter. Either party desiring change or modification in the same shall notify the other party in writing at least ninety (90) days prior to November 30, 2017. Such other party must grant a meeting to the other party desiring the change within thirty (30) days after such notification.

For The County:

[Signature]
Board Chairman

Date: April 14, 2016

For The Union:

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

Date: 4-22-16

[Signature]
Clint Taylor, Business Manager
Southern and Central Illinois
Laborers’ District Council

Date: 4/23/16
APPENDIX A
SALARY SCHEDULE

<table>
<thead>
<tr>
<th>Period</th>
<th>Maintenance per hour</th>
<th>Clerical per hour</th>
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<tbody>
<tr>
<td>Dec. 1, 2014-Nov. 30, 2015</td>
<td>$20.91</td>
<td>$15.51</td>
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<tr>
<td>Dec. 1, 2015-Nov. 30, 2016</td>
<td>$21.43</td>
<td>$15.90</td>
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Contributions to the Laborers' National Industrial Pension Plan are made in lieu of the above wages.

Step increases in the amount of two percent (2%) per hour shall be added at the employee’s anniversary dates in years 5, 10, 15, 20, 25.

All new hires shall receive eighty percent (80%) of scale for first year of employment.

All new hires shall receive ninety percent (90%) of scale for second year of employment.

<table>
<thead>
<tr>
<th>Name</th>
<th>12-01-2014</th>
<th>12-01-2015</th>
<th>12-1-2016</th>
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</thead>
<tbody>
<tr>
<td>Brenda Daniels</td>
<td>$15.83</td>
<td>$16.55</td>
<td>$16.96</td>
</tr>
<tr>
<td>Anniversary date 7-5-05 ten year step increase on 7-5-2015 = $16.15</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Charlie Dugan</td>
<td>$21.74</td>
<td>$22.28</td>
<td>$22.84</td>
</tr>
<tr>
<td>Anniversary date 5-1-74 no step increases after 25 years</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Bryan Perkins</td>
<td>$21.76</td>
<td>$22.30</td>
<td>$22.86</td>
</tr>
<tr>
<td>Anniversary date 11-17-97 twenty year step increase on 11-17-2017 = $23.32</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Randy Kelly</td>
<td>$21.76</td>
<td>$22.30</td>
<td>$22.86</td>
</tr>
<tr>
<td>Anniversary date 12-28-98 twenty year step increase on 12-28-2018 = N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Troy Scott</td>
<td>$21.76</td>
<td>$22.30</td>
<td>$22.86</td>
</tr>
<tr>
<td>Anniversary date 7-12-04 fifteen year step increase on 7-12-2019 = N/A</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Doug Stein</td>
<td>$21.76</td>
<td>N/A</td>
<td>N/A</td>
</tr>
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APPENDIX B
SENIORITY LIST

<table>
<thead>
<tr>
<th>Maintenance</th>
<th>Date of Hire</th>
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</thead>
<tbody>
<tr>
<td>Charles Dugan</td>
<td>05-01-74</td>
</tr>
<tr>
<td>Bryan Perkins</td>
<td>11-17-97</td>
</tr>
<tr>
<td>Randy Kelly</td>
<td>12-28-98</td>
</tr>
<tr>
<td>Troy Scott</td>
<td>07-12-04</td>
</tr>
<tr>
<td>Doug Stein</td>
<td>10-25-04</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Clerical</th>
<th>Date of Hire</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brenda Daniels</td>
<td>07-05-05</td>
</tr>
</tbody>
</table>

The Employer and the Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement.
APPENDIX C
DUES AUTHORIZATION FORM
FAYETTE COUNTY GOVERNMENT

You are hereby authorized and requested to deduct from wages hereafter due me, and payable on the first and second pay due in each calendar month, such sums for Union fees, assessments and dues as may be certified due from me to Local 1197 by the Secretary-Treasurer of said Union. You are hereby authorized and directed to pay the amount deducted to the Secretary-Treasurer of Local 1197 for my account on or before the thirtieth (30th) day of the calendar month, for which said deductions are made.

You are further authorized and requested to continue monthly deduction unless a thirty (30) day written notice is given to you, from me, advising the discontinuation of such deduction.

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.

Print Name ___________________________________________ Address ________________________________

Social Security Number __________________________________ City State Zip

Telephone number __________________________ e-mail address ________________

Signature ______________________________________ Date ____________________________
RESOLUTION NO. 2016-04-14-E

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 currently has a Capital Improvement Fund; and,

WHEREAS, the County needs to transfer $145,742.00 from the Capital Improvement Fund to the Workmanship Comp Fund to pay for worker’s compensation insurance,

WHEREAS, the amount transferred from the Capital Improvement Fund to the Workmanship Comp Fund would be required to be paid back to the capital improvement fund by November, 1, 2016; and,

WHEREAS, it is in the best interest of Fayette County to allow the County Treasurer to pay the worker’s compensation insurance in the amount of $145,742.00 from the Capital Improvement Fund; 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 loan from the Capital Improvement Fund to the Workmanship Comp Fund in the amount of $145,742.00 for the worker’s compensation insurance.

SECTION 3. Authorization to Officers.

The Fayette County Board Chairman is authorized, empowered and directed to allow the County Treasurer to transfer monies from the Capital Improvement Fund to the Workmanship Comp Fund in the amount of $145,742.00.

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.
PASSED by the County Board of the Fayette County, Illinois on the 14th day of April, 2016, 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>Yea</td>
</tr>
<tr>
<td>JAKE HARRIS</td>
<td>Nay</td>
</tr>
<tr>
<td>JOHN C. DANIELS, JR.</td>
<td>Yea</td>
</tr>
<tr>
<td>JEFFREY BECKMAN</td>
<td>Yea</td>
</tr>
<tr>
<td>GLEN W. DANIELS</td>
<td>Nay</td>
</tr>
<tr>
<td>JOHN BLYTHE</td>
<td>Absent</td>
</tr>
<tr>
<td>DEAN J. BERNHARDT</td>
<td>Aye</td>
</tr>
<tr>
<td>KEITH COLE</td>
<td>Nay</td>
</tr>
<tr>
<td>DARRELL SCHAAL</td>
<td>Yea</td>
</tr>
<tr>
<td>JOE E. KELLY</td>
<td>Yea</td>
</tr>
<tr>
<td>GLENN GURTNER</td>
<td>Yea</td>
</tr>
<tr>
<td>TROY L. PATTILLO</td>
<td>Nay</td>
</tr>
<tr>
<td>WADE WILHOUR</td>
<td>Nay</td>
</tr>
<tr>
<td>CHAD AUSTIN</td>
<td>Nay</td>
</tr>
</tbody>
</table>

APPROVED by the Chairman of the Fayette County Board, Illinois on the 14th day of April, 2016.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Conder
Fayette County Clerk

(SEAL)
We, Vandalia Asphalt Service

899 E 1555 Avenue, Vandalia, IL 62471

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of the State of Illinois

as PRINCIPAL, and Old Republic Surety Company

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

One Hundred One Thousand Four Hundred Sixty and no/100

Dollars ($101,460.00), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted, and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.
IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 17th day of March A.D. 2016

Vandalia Asphalt Service

(Company Name)

By: ____________________________

(Signature & Title)

Attest: ____________________________

(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF Macon

I, ____________________________, a Notary Public in and for said county, do hereby certify that

Stacy Stewart

(Inset names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of March ____________________________

My commission expires 7-16-17

Old Republic Surety Company

(Name of Surety)

STATE OF ILLINOIS,

COUNTY OF Macon

I, ____________________________, a Notary Public in and for said county, do hereby certify that

Ronald A Koopman

(Inset names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of March ____________________________

My commission expires 7-16-17

Approved this ____________________________ day of ____________________________ A.D. 2016

Attest: ____________________________

County of Fayette

(Authorizing Authority)

Chairman/Mayor/President

Page 2 of 2

Printed on 3/1/2016 1:54:29 PM

IL 494-0372

BLR 12321 (Rev. 7/05)
KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

KEVIN J. BREHENY, RANDY S. CANNADY, RONALD A. KOOPMAN, TIM R. PATTON, GLENDA S. HOFFMAN, OF FORSYTH, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depositary bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED FIVE MILLION DOLLARS ($5,000,000) FOR ANY SINGLE OBLIGATION,

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognize, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognize, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 25TH day of JANUARY, 2016.

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 25TH day of JANUARY, 2016, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-1871

Signed and sealed at the City of Brookfield, WI this 17th day of March, 2016.

J. L. HUBBARD INSURANCE &
We, Vandalia Asphalt Service

899 E 1555 Avenue, Vandalia, IL 62471

a/an) □ Individual □ Co-partnership □ Corporation organized under the laws of the State of Illinois

as PRINCIPAL, and Old Republic Surety Company

□ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

Three Hundred Forty Two Thousand Two Hundred Eighty and no/100

United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.
IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 17th day of March A.D. 2016

PRINCIPAL

Vandalia Asphalt Service

(Company Name)

By: ________________________

(Signature & Title)

Attest: ________________________

(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF Macon

I, _______________________________________, a Notary Public in and for said county, do hereby certify that

Stacy Stewart

________________________

(Signature of Attorney-in-Fact)

My commission expires 7-16-17

Old Republic Surety Company

(Name of Surety)

SURETY

STATE OF ILLINOIS.

COUNTY OF Macon

I, _______________________________________, a Notary Public in and for said county, do hereby certify that

Ronald A Koopman

________________________

(Signature of Attorney-in-Fact)

My commission expires 7-16-17

(Approved this __________ day of __________, A.D. 2016)

Attest: ________________________

Fayette County Clerk

County of Fayette

(Chairman/Mayor/President)
KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

KEVIN J. BREHENY, RANDY S. CANNADY, RONALD A. KOOPMAN, TIM R. PATTON, GLENDA S. HOFFMAN, OF FORSYTH, IL

its true and lawful Attorney(s) in Fact, with full power and authority, not exceeding $50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED FIVE MILLION DOLLARS ($5,000,000) FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys in Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 25th day of January, 2016.

Jane F. Cherney
Assistant Secretary

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS
On this 25th day of January, 2016, personally came before me, Alan Pavlic and Jane F. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn M. Kerssen
Notary Public
My commission expires: 9/28/2018

CERTIFICATE
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-1871

Signed and sealed at the City of Brookfield, WI this 17th day of March, 2016.

Jane F. Cherney
Assistant Secretary

J. L. HUBBARD INSURANCE &

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.