

R. Kent Snider, Chairman



Adams County Board
507 Vermont Street
Quincy, IL. 62301

ADAMS COUNTY BOARD

COUNTY BOARD MEETING MINUTES

December 13, 2023

7 P.M.

**PROCEEDINGS
OF THE COUNTY BOARD
ADAMS COUNTY, ILLINOIS**

**COUNTY OF ADAMS)
STATE OF ILLINOIS)**

The County Board of Adams County, Illinois met at the Courthouse, Quincy, Illinois, on Tuesday, December 13th, 2023 at 7:00 P.M., pursuant to recess.

PRESENT: Kent Snider, Chairman
Ryan Niekamp, County Clerk

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Mr. Mark Sorensen gave the invocation which was followed by the Pledge of Allegiance to the flag of the United States of America.

Chairman Snider called the meeting to order.

The County Clerk called the roll and the following members were present: Jon McCoy, Tim Finlay, Robert Reich, Brad Poulter, David McCleary, Les Post, Theresa Bockhold, Brent Fischer, Todd Duesterhaus, Bret Austin, Keith Callaway, Mark Sorensen, Barbara Fletcher, Ryan Hinkamper, Dave Bellis, Marvin Kerkhoff, Mark Dietrich, Steve McQueen, Travis Cooley and Kent Snider.

Total Present: 20 Absent: 1

Absent was: Joe Zanger

Chairman Snider declared a quorum present.

Officeholders, department heads, and/or their representatives also present were: Georgene Zimmerman- Supervisor of Assessments, Lori Geschwandner-Circuit Clerk, Anthony Foster- Director of Court Services, Todd Nelson- Public Defender, Jessica Douglas- Director of 9-1-1, John Simon-EMA & Ambulance Director, Jim Frankenhoff- County Engineer, David Hochgraber-Director of IT, Lowell Klassert- Director of HR and Sheriff Tony Grootens.

Mr. Duesterhaus moved to approve the minutes of the November 15th, 2022 and December 5th, 2022 county board meetings as printed and distributed.

Mrs. Fletcher seconded the motion.

Motion to approve the minutes of the November 15th, 2022 and December 5th, 2022

county board meetings as printed was adopted.

Transportation, Building & Technology

Committee Report (Mr. Bellis)

Bills – The committee met on Tuesday, December 13th to review the bills for the Highway Department, the Maintenance Department, and the Technology Department. All the bills were in order.

Reports

Mr. Bellis stated that there was a camera system presented to them that needs to be turned over to Finance Committee. Mr. Hinkamper broke down the bids that were presented. Mr. Austin asked about recurring costs. Mr. Hinkamper stated that he believes, based off what our IT suggests, stated that the Verikota Solution would give us the most bang for our buck. Mr. Austin asked Mr. Hochgraber what the overall scope of the project would. Mr. Hochgraber stated this would replace the door key pads and the camera system throughout the county. He stated it would include every building in the county. He stated many of the systems are failing, currently. He stated we would be getting rid of a \$15,000 yearly contract, but it was up the beginning of this month. Mr. Austin asked for a ballpark amount of cost. Mr. Hochgraber stated that the idea was the Verikota bid was \$580,000 plus Mac Electric would be about \$700,000. He reported that no matter what bid we take, Mac electric still has to do the \$120,000 worth of wiring. Mr. Austin asked what the scope of replacing is and if we will own it or lease it. Mr. Hochgraber stated we would own it. The 10-year plan comes with the warranty for the entire time. Mr. Austin asked what the lifespan of the technology is. Mr. Hochgraber stated that if it comes with a 10-year warranty, he expects it will work for at least that long, but it's normal for after 10 years to need to be replaced. Mr. Post stated that this bid is only being held until December 31st and then the pricing will expire for the Verikota bid. Mr. Austin stated that we do not have the money and we will need to find it. He stated it will have to be through a loan-system. He asked how long install will take. Mr. Hochgraber stated it would be a minimum of 18 weeks and there wouldn't be a down payment. He stated there wouldn't be a final payment until after it is all installed. He stated there would be some progress payments to be made. Mr. Austin stated that we probably have around \$200,000 that could be used in the County General fund but we will have to take a loan to make it work and that loan should not be for longer than the equipment would last. Mr. Hinkamper asked which is more pressing, the doors or the cameras. Mr. Hochgraber stated that the cameras are going dark in the jail and the doors are locking people in or out, so they are both a high priority. The board discussed that this was not on the agenda. Mr. Hinkamper stated that this is a safety issue at this point. Mr. Austin stated we are looking at finance 25% and then get a loan. Mr. Hochgraber stated he would reach out to see if they will extend the bid into January. The Chairman stated to get these in the packets for January. Mr. Austin asked Mr. Hochgraber to make a matrix of these bids for the full board so they can get a better picture. Mr. McQueen stated that if there is a RFQ document that they could see as well.

Resolutions

There were resolutions to discuss.

New Business

a. Review and approve bids for County Board Room Sound System

Mr. Bellis stated that they accepted the low bid from the 3 bids that they received two months ago. He reported that, at the time, some members didn't realize that the County's IT Director owns one of the businesses that bid. He stated Mr. Hochgraber had his employee do the bidding and the maintenance supervisor took the bids. Mr. Hinkamper stated that he doesn't think the board is prepared to vote on it because they do not have copies of the bids.

Mr. Bellis stated they would be tabling this bid for next month to give the full board a chance to review it.

The committee's next meeting is scheduled for January 10th, 2023.

Legislative & Judicial

Committee Report (Mr. Reich)

Bills – The committee met on December 13th, 2022 to review the bills from the circuit Clerk, Juvenile Detention Center, Probation Department, Public Defender, State's Attorney, and the Supervisor of Assessments. All of the bills were in order.

Resolutions-

a. Resolution Number 2022-12-401-003- Resolution Adopting the Collection of County Matching Funds for the State's Attorneys Appellate Prosecutor's Program (Attachment A-1)

The clerk read the resolution by title only.

Mr. Reich made a motion to approve the resolution.

Mr. Bockhold seconded the resolution.

Discussion: Mr. Reich stated this is an annual mandate from the state.

Resolution 2022-12-401-003 was approved.

County Code

There was no county code issues to discuss.

Firework Permits

There were no firework permits to approve.

Liquor Licenses

There were no liquor licenses to approve.

The committee's next meeting is scheduled for January 10th, 2023.

Public Health & Safety

Committee Report (Mrs. Fletcher)

Bills – The committee met on December 13th, 2022 and reviewed the bills for the Sheriff's Office, Coroner's Office, Emergency Management Agency and Animal Control. All of the bills were in order.

Reports-

Mrs. Fletcher read the following department reports:

Coroner Scott Graham reported that there were 91 recorded deaths, 1 autopsy, 2 abandon cremations and 49 cremation permits issued in November 2022.

EMA & Ambulance Director, John Simon, reported that the staffing is down by 9 EMT and paramedics which is an industry issue. The high school program is starting next month. They brought on 4 parttime staff. The call volume is up. The average is 28 a day, but with respiratory season, they get about 40+ calls a day.

Sheriff Anthony Grootens reported he is getting his reports together later due to secretarial issues. They are under a new medical contract for advanced inmate care. They are down two staff members in the jail, one deputy and one in the office.

Resolution-

There were no resolutions to discuss.

The committee's next meeting is scheduled for Tuesday, January 10th, 2023.

Executive Committee

Committee Report (Mr. Austin)

The committee did not meet prior to the County Board meeting

Report-

Mr. Austin reported that they have had ongoing labor agreement negotiations.

Discussion and Possible Action

a. Memorandum of Understanding with PBPA- Corrections Contract for Shift Leads/Supervisors

The board did not discuss or take action on this memorandum of understanding.

- b. Labor Agreement between the County of Adams – States Attorney’s Office – and the Internal Association of Machinist and Aerospace Workers for December 1, 2022 through November 30, 2025. (Attachment B-1)
Mr. Austin made a motion to approve the labor agreement.
Mr. Callaway seconded the motion.
Discussion: Mr. Austin stated the raise is year by year at around 4% per year. He stated there were some inflation pressures that they needed to address. He stated the health insurance agreement remains the same. He stated the other two contracts are around the same. Mr. Finlay asked how many employees this would have. Mr. Austin stated there are 9, the Treasurers’ Office has 4 and the Jury one has 1.
The labor agreement was approved.
- c. Labor Agreement between the County of Adams – Treasurer’s Office – and the Internal Association of Machinists and Aerospace Workers for December 1, 2022 through November 30, 2025. (Attachment B-2)
Mr. Austin made a motion to approve the labor agreement.
Mr. Bellis seconded the motion.
The labor agreement was approved.
- d. Labor Agreement between the Chief Judge of the Eighth Judicial Circuit – Jury Commission Clerk, Jury Commission Coordinator and Secretaries – and the Internal Association of Machinist and Aerospace Workers for December 1, 2022 through November 30, 2025. (Attachment B-3)
Mr. Austin made a motion to approve the memorandum of understanding.
Mr. McCleary seconded the motion.
The labor agreement was approved.

Resolution-

- a. Resolution Number 2022-12-001-002- ARPA: Amended Resolution for Reimbursement to Adams County (Attachment B-4)
The clerk read the resolution by title only.
Mr. Austin made a motion to approve the resolution.
Mr. Bellis seconded the motion.
Discussion: Mr. Austin stated that we spent an account into the red. He reported they accidentally funded the money to County General instead of the account. He stated the money is there but it needs to be moved to the right account so it can be closed. There is no difference in money and it was just an allocation issue. The clerk stated it is recommended by the auditors to do this as well.
Resolution 2022-12-001-002 was approved.

The committee’s next meeting was moved and will be January 3rd, 2023 at 5:30 PM.

Finance

Committee Report (Mr. Austin)

Bills – The committee met on December 12th, 2022 to review the bills. All of the bills were in order.

Report-

There were no additional reports.

Resolution –

- a. Resolution Number 2022-12-161-001- Resolution to Increase the Annual Salary of the Supervisor of Assessments (Attachment C-1)

The clerk read the resolution by title only.

Mr. Austin made a motion to approve the resolution.

Mr. Cooley seconded the motion.

Discussion: Mr. Austin stated that this is an annual increase that is outside of union negotiations and state-relayed things. He stated this salary would be effective as a 3.5% increase as of December 1st. \$71,741 He stated that this is in line with budget and actually less than other salary increases.

Resolution 2022-12-161-001 was approved.

Budget/Levy

- a. Approval of Tax Levy for Tax Year 2022.

Mr. Bellis made a motion to suspend the December 13th, 2022 meeting and resume the September 13th, 2022 County Board Meeting for the purpose of setting the levy.

Mrs. Fletcher. seconded the motion.

The board resumed the September 13th, 2022 county board meeting.

Mr. Austin stated reviewed the levy sheet with the board. He reported that the overall numbers have not changed, just the rates have changed because of the EAV changing. He stated 4.2% will be the EAV increase and a 3.8% increase in dollars. He stated the committee has tried to adopt a stance that we need to stay under the EAV raise so that the levy says flat or goes down. He stated that the beginning of next year's budget year would be \$669,000 of what will still be in reserves.

Mr. Austin made a motion to approve the tax levy for the 2022-2023 year. (Attachment C-2)

Mr. McCleary seconded the motion.

The tax levy for tax year 2022 was approved.

A roll call vote was taken to approve the tax levy. Those in favor were: Jon McCoy, Tim Finlay, Robert Reich, Brad Poulter, David McCleary, Les Post, Theresa Bockhold, Brent Fischer, Todd Duesterhaus, Bret Austin, Keith Callaway, Mark Sorensen, Barbara Fletcher, Ryan Hinkamper, Dave Bellis, Marvin Kerkhoff, Mark Dietrich, Steve McQueen, Travis Cooley and Kent Snider.

Total in favor was 20. Total opposed was 0. Total absent was 1.

Mr. Austin made a motion to suspend the September 13th, 2022 county board meeting and resume the December 13th, 2022 county board meeting.

Mr. Post seconded the motion.

The September 13th, 2022 was suspended and the December 13th, 2023 board meeting was resumed.

Insurance

a. Health Insurance

Mr. Austin reported that we continue to struggle with health insurance as there are only 2 companies to choose from. He stated they did not move to the trust program and every year will bring challenges and battles with costs. He stated the renewal discussions come up in October.

The committee's next meeting will be January 9th, 2023.

Unfinished Business

There was no unfinished business to discuss.

New Business

Approval of Board Member Travel Vouchers

There were no travel vouchers to approve.

Monthly Reports

Supervisor of Assessments/Board of Review, Juvenile Detention Center, the County Clerk & Recorder's office, the Public Defender, the Circuit Clerk, Information Technology and the Treasurer's office, Monthly check register for November 2022, and Funds Summary report for November 2022 including revenue and expenses. (Attachment D-1)

Mr. Duesterhaus made a motion to receive and file the monthly reports with the appropriate committee.

Mr. Hinkamper seconded the motion.

Motion to receive and file the monthly reports with the appropriate committee adopted.

Resignation

a. Theresa Bockhold from Two Rivers Regional Council of Public Officials (Attachment D-2)

The chairman entertained a motion to accept the resignation.

Mr. McCleary made a motion to accept the resignation.

Mr. Bellis seconded the motion.
The resignation was accepted.

Appointments

The Chairman entertained a motion to make the following appointments:

- a. Jon Mccoy to the Two Rivers Regional Council of Public Officials
- b. Brent Fischer to the Great River Economic Development Foundation

- c. Brad Poulter to the 3-7-7 Board.
 - d. Bret Austin to the Revolving Loan Fund Committee
 - e. Tim Finlay to the County of Adams Board of Health
- Mr. Post made a motion to approve the appointments.
Mrs. Fletcher seconded the motion.
The appointments were approved.

Mr. Austin asked if there was one missing. The Chairman stated there was but he does not have an appointment yet.

Report

There were no additional reports

Announcements

There were no announcements to make.

Discussion and Possible Action

There was no further discussion or possible action do discuss.

Correspondence

- 1) Notice of Initiation of a U.S. Cellular Tower located in Payson, IL in the County of Adams (Attachment E-1)

Mr. Duesterhaus moved to receive and file the correspondence with the appropriate committee.

Mr. Hinkamper seconded the motion.

Motion to receive and file the correspondence with the appropriate committee adopted.

The December 13th, 2023 meeting was recessed until Tuesday, January 10th, 2023

RESOLUTION NUMBER 2022-12-401-003

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

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

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

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

13 NOW, THEREFORE, BE IT RESOLVED that the Adams County Board, in regular session, this 13 day of DECEMBER 2022 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

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

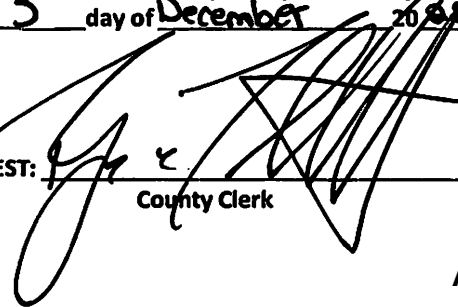
BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

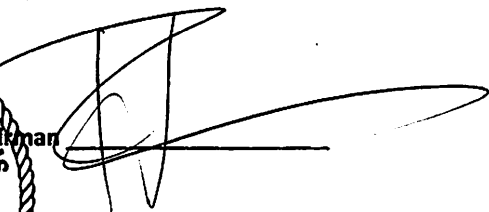
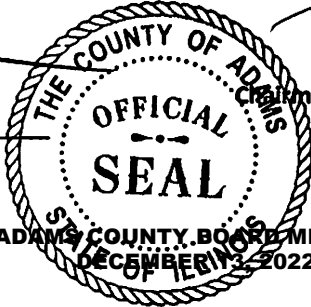
BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed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

BE IT FURTHER RESOLVED that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as a Special Prosecutor in this County by a court having jurisdiction, this County will provide reasonable and necessary clerical and administrative support and victim-witness coordination on an as-needed basis and will also cover all reasonable and necessary case expenses such as expert witness fees, transcripts, evidence presentation, documents, lodgings, and all other expenses directly related to the prosecution of the case.

BE IT FURTHER RESOLVED that the Adams County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor, commencing December 1, 2022 and ending November 30, 2023, by hereby appropriating the sum of \$27,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the stated twelve month period.

13 Passed and adopted by the County Board of Adams County, Illinois, this 13 day of December 2022.

ATTEST: 
County Clerk


 THE COUNTY OF ADAMS
OFFICIAL SEAL
ADAMS COUNTY BOARD MINUTES
DECEMBER 13, 2022

LABOR AGREEMENT

B-1

Between

**COUNTY OF ADAMS
STATE'S ATTORNEY OF ADAMS COUNTY**

and

**DISTRICT NO. 9,
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
AFL-CIO**

DECEMBER 1, 2022 THROUGH NOVEMBER 30, 2025

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PREAMBLE

THIS AGREEMENT, made and entered into this 1st day of December, 2022, by and between Adams County State's Attorney, hereinafter referred to as the "Employer," and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO and Local Lodge 822, District No. 9, hereinafter referred to as the "Union," is for the exclusive joint use and benefit of the contracting parties as defined and set forth herein.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for its employees covered by the Certification of Representative issued by the Illinois State Labor Relations Board "ISLRB") in Case S-RC-96-78.

Includes: All full-time and regular part-time employees of the Adams County State's Attorney's Office working as Secretary, Legal Secretary, Office Administrator and Victim/Witness Secretary.

Excludes: The Adams County State's Attorney, Assistant State's Attorneys, Victim/Witness Coordinator, all other employees of Adams County State's Attorney's office, employees of the County of Adams, and all confidential, managerial, and professional employees, and supervisors as defined by the Illinois Public Relations Act. All elected officials, all other employees of Adams County, and all confidential, managerial and professional employees, and supervisors as defined by the Illinois Public Labor Relations Act.

ARTICLE 2 – UNION RIGHTS

Section 2.1 – New Employee Orientation

The Employer will grant the Union twenty (20) minutes to orient, educate, and update each new employee for the purpose of informing employees of their rights and obligations under this Collective Bargaining Agreement without loss of pay for the employees involved. New hires shall be given such orientation during the first week of their employment. This shall be done in a fashion to cause a minimum of office disruption.

Section 2.2 – Union Exclusivity

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

Section 2.3 – Union Representatives Recognized

The Employer recognizes all elected Stewards selected by the Union, and paid representatives of the International Association of Machinists and Aerospace Workers in all matters relating but not limited to negotiating, grievances, interpretation of this Agreement or in

any other appropriate Employer/Union matters. Union agrees to notify the Employer of any elected Stewards.

Section 2.4 – Duties of Representatives and Elected Officers

Subject to operational needs, one designated Union Representative (Steward) or if the representative is unavailable, an alternate, may conduct the following business of the bargaining unit and no more than one elected Executive Board member (President, Vice-President, Recording Secretary, Financial Officer or Sgt. at Arms or Trustee) of Local Lodge 822 may conduct the following business of any of the Adams County bargaining units on the Employer's time:

- (a) The receiving, investigating and filing of complaints or grievances.
- (b) Participation in hearings.
- (c) Attendance at all joint meetings of Union Officials, Stewards, and Judicial Administration.
- (d) Attendance at Lodge meetings. In the event that the Union provides one (1) weeks' notice of the need to release the Union Representative or no more than one of the members of the Local Lodge 822 Executive Board to attend a Lodge meeting, and provided that the Union will cooperate with the Employer by allowing reasonable rescheduling of other employees so as to allow for attendance of the designated persons, attendance may not be denied for operational reasons.

The Union will notify the Employer of any changes regarding selected representatives. The Union will provide the Employer a copy of all meeting notices that require the elected representatives to be at said meetings.

In the event that any of these business items are performed during the employee's vacation, day off, holiday, non-work shift, or any other non-work time of the employee, the employee shall receive no compensation under this Section.

Section 2.5 – Convention Delegates

One Steward from the bargaining unit and no more than one of the members of the Executive Board of Local Lodge 822, if the Board member is a member of the bargaining unit, shall be allowed time off without pay for State or International Conventions or the one (1) week educational program at Placid Harbor if elected as an official to such function. The Union will cooperate with the Employer by allowing reasonable rescheduling of other employees so as to accommodate such leaves.

Section 2.6 – Union Visitation

The authorized representative(s) of the International Association of Machinists and Aerospace Workers shall have reasonable access to the employee's facilities after first notifying the Employer or office supervisor of the purpose for the visit. While engaging in such visits, the representatives will seek to minimize disruptions to office operations, and will abide by reasonable security measures generally applicable to visitors to the office.

Section 2.7 – Bulletin Boards

The Employer will provide the Union with one suitable bulletin board in a convenient place, upon which the Union may post its notices and communications.

Section 2.8 – Distribution of Agreement

The Employer will supply sufficient copies of this Agreement to the Union for distribution to members.

Section 2.9 – Supervisors

Supervisors/non-bargaining unit employees may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work where such work is necessary to train a bargaining unit employee, or where the work shall not cause any layoffs a reduction of work of the bargaining unit. While it may be performed on an “as needed” basis, except for training purposes such work shall not be performed on a regularly scheduled basis. The Office Holders may perform any work that is necessary to perform his job and fulfill his statutory duties, including any work incidental to his job or statutory duties. Such work shall not cause any layoffs of the bargaining unit.

ARTICLE 3 – DUES DEDUCTION

Section 3.1 – Dues Deduction Authorization

Upon receipt of a signed authorization form from an individual, the Employer will deduct from said employee’s pay the initiation, reinstatement fee, M.N.P.L. donation and monthly dues payable by him or her to the Union during the period set forth in said authorization.

Section 3.2 – Timing of Deductions

Deductions shall be made on account of such fees, and/or dues in, nearly as practicable, equal installments from bi-weekly payroll checks.

Section 3.3 – Tender of Dues to Union

The deductions shall be remitted to the Secretary-Treasurer of District No. 9 of the Union no later than the fifteenth (15th) day of the month following the deductions made in the month. The Employer shall furnish the Secretary-Treasurer monthly with a written record of those for whom deductions have been made and the amount of the deductions.

Section 3.4 – Notice to Employer of Dues Information

The Secretary-Treasurer of the Union will from time to time notify the Employer in writing of the location in which the deductions are to be remitted, the amounts of initiation fees, reinstatement fees, and monthly dues.

Section 3.5 – Adjustments of Errors

In the event of under-deductions or over-deductions, adjustments will be made in subsequent deductions.

Section 3.6 – Indemnify

The Union shall indemnify and hold the Employer harmless against all and any claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon the authorization furnished to the Employer by the Union, or for the purpose of complying with any of the provisions of this Article.

ARTICLE 4 – MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the management of operations of the Employer, the determination of its policies, budget, and operations, the manner of exercise of its statutory functions and the direction of its work force, including but not limited to, the right to hire, promote, demote, transfer, allocate, assign and direct employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or for other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine quality; to determine the number of hours of work and shifts per work week, if any; to establish and change work schedules and assignments; the right to introduce new methods of operations, to eliminate, relocate, transfer or subcontract work and to maintain efficiency in the departments and to take such actions in an emergency as are appropriate is vested exclusively in the Employer, provided the exercise of such rights by management does not conflict with the provisions of this Agreement.

ARTICLE 5 – SUBCONTRACTING

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interest of economy, improved work product, or emergency, provided that such subcontracting does not cause layoff or reduction of work hours for bargaining unit employees. The use of volunteers and interns may continue in accordance with past practice. Part-time Assistant State's Attorneys may continue to assign bargaining unit work to their private secretaries in accordance with past practice.

ARTICLE 6 – 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 Union agree to jointly petition the Illinois Labor Relations 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 Illinois Labor Relations Board, the parties shall negotiate as to the proper pay grade for the classification. If no Agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to Step 2 of the grievance procedure.

The Step 2 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 employee'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 Step 2 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 procedure of this Agreement.

ARTICLE 7 – NON-DISCRIMINATION

Section 7.1 – Prohibition Against Discrimination

The Employer and Union shall not discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws. The Employer will continue to provide equal opportunity for all employees and develop and apply equal employment practices.

Section 7.2 – Union Membership

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union and there shall be no discrimination against any such employees because of Union membership or non-membership or the exercise of their lawful rights.

Section 7.3 – Gender

Any reference in this Agreement to the male gender shall be construed to pertain to both the male and female.

Section 7.4 – Alleged Violations

The parties agree that this Article cannot be the sole basis of a grievance if the employee (or the union on the employee's behalf) has filed a claim, charge or complaint related to the same or similar facts which is pending before an authorized administrative agency or court for resolution.

ARTICLE 8 – NO STRIKE/NO LOCKOUT

Section 8.1 – No Strike Commitment

Neither the Union or any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify a 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 or any employee shall refuse to cross any picket line by whomever established.

Section 8.2 – Resumption of Operations

In the event of action prohibited by Section 8.1 above, the Union immediately shall disavow such action and request the employees 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.

Section 8.3 – Union Liability

Upon the failure of the Union to comply with the provisions of Section 8.2 above, any agent or official of the Union who is an Employee covered by this Agreement may be subject to the provisions of Section 8.4.

Section 8.4 – Discipline of Strikers

Any employee who violates the provisions of Section 8.1 of this Article shall be subject to immediate discharge. Any action taken by the State’s Attorney against any Employee who participates in an action prohibited by Section 8.1 above shall not be considered as a violation of this Agreement 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.

Section 8.5 – No Lockout

The Employer will not lock out any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 9 – SENIORITY

Section 9.1 – Benefits – Seniority

For purposes of benefits such as vacations, etc., seniority shall be defined as all continuous service of employee from first date of hire with any County office.

Section 9.2 – Bargaining Unit Seniority

Bargaining Unit seniority is defined as an employee’s length of continuous service with the County since entering in any one of the bargaining unit classifications.

Section 9.3 – Seniority List

The Employer will quarterly post as needed an up-to-date- seniority list on the bulletin boards.

Section 9.4 – Breaks in Seniority

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

- (a) Resigns or retires; or
- (b) Is discharged for proper cause; or
- (c) If absent for three (3) consecutive work days and does not report for work at the beginning of the fourth consecutive workday without notifying employee’s supervisor; or
- (d) Has been laid off for a period of three (3) years; or
- (e) Is laid off and fails to report to work when recalled within a period of ten (10) working days. If the employee requests, in writing, additional time to return to

work, said time may be granted up to ten (10) additional work days; or if employee presents an acceptable reason for his failure to return at such time.

Section 9.5 – Probation Period

Probationary period for employees covered by this Agreement is six (6) months.

Section 9.6 – Seniority Retention

- (a) When an employee transfers employment from an Adams County office to another, said employee carries over seniority for vacation accrual and pay purposes. An employee who terminates employment with Adams County but who seeks to return and is rehired within six (6) months carries over that employee's previously accrued seniority for vacation accrual and pay purposes. In the event that more than six (6) months have passed, the Employer may negotiate with the employee with regard to the vacation and pay level in which the employee shall be placed.
- (b) This Section shall not construed to mean:
 - (i) a former Employee has the right to be rehired;
 - (ii) a current Employee has a right to be transferred; or
 - (iii) that a transfer is guaranteed.

ARTICLE 10 – BIDDING

Section 10.1 – Posting of Vacancies

When a new job opening is created or a vacancy exists within recognized Union position classifications, said job shall be posted on the bulletin board for seven (7) working days. Such posting shall state the job classification available, rate of pay, qualifications, number of openings available and the date and hour the bidding will be closed.

Section 10.2 – Bidding Process

To be eligible to bid, an employee must work in the office where the vacancy exists. Eligible employees within the bargaining unit, interested in bidding such opening, must sign a bid slip and give it to his Union Representative who will deposit said slip with the appropriate Department Head or his/her designated representative. Employees on active employment probation are not eligible to bid. An employee cannot withdraw his bid once it has been given to the Union Representative.

Said opening shall be awarded by ability and qualifications of those who have bid on said opening. Seniority shall govern when the ability and qualifications of employees involved to perform work required are relatively equal. Employer reserves the right to change the job description within any classification during the term of this Agreement.

Section 10.3 – Successful Bids

All bid forms shall be made available for review on request from the Union. The Employer will notify the successful bidder(s) no later than five (5) days after the bidding is closed. The employee will have forty-five (45) days to qualify on the bid job; if said employee does not qualify, he will return to his previous job.

Section 10.4 – Lack of Successful Bids

If no employee has bid on the vacancy, the Employer may either give the vacancy to any employees with his consent, recall an employee who is on layoff, leave the vacancy open, or hire a new employee. A new employee shall not be hired until all employees on layoff who are eligible for recall and who have the ability and qualifications and are capable of performing the job are recalled.

Section 10.5 – Posting of Vacancies

If employees fail to bid on the vacancy and the Employer does not fill the opening and elects to continue the process of filling the vacancy, it has to be reposted before assigning anyone to the opening if forty-five (45) calendar days have passed since the opening was first posted.

ARTICLE 11 – PERSONNEL RECORDS

Section 11.1 – Access

The County and the Union agree to abide by all applicable State and Federal laws relating to employees' access to their personnel records during the term of this Agreement.

Section 11.2 – Removal of Documentation

Any received documentation of discipline shall be removed from an employee's personnel file in accordance with the following schedule:

- (a) Oral or Written Reprimand –after one (1) year without the same or similar misconduct.
- (b) Suspensions – five (5) years without the same or similar misconduct.

Such removal shall be at the request of the employee but, in any case, shall not be used against the employee.

The provisions of this section shall be inapplicable if the stated reason for discipline was employee action that constitutes a willful violation of a court order of confidentiality, action jeopardizing the security of employees, or violations of the County's anti-harassment policy.

ARTICLE 12 – DISCIPLINE AND DISCHARGE

Section 12.1 – Just Cause

The Employer and the Union agree with the tenets of progressive and corrective discipline to improve behavior and/or performance. Nevertheless, severe discipline, up to and including discharge, may be appropriate so long as the discipline is commensurate with the severity of the offense. Discipline shall normally be limited to:

- (a) Oral reprimand
- (b) Written reprimand
- (c) Suspension
- (d) Discharge

Non-probationary employees shall not be discharged, suspended, reprimanded, relieved from duty or otherwise disciplined in any manner without just cause. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Discipline shall be administered in a timely manner depending on the circumstances of such discipline.

Section 12.2 – Oral Reprimands

In cases of oral reprimands which will be recorded in the employees personnel file, the supervisor must inform the employee that he/she is receiving an oral reprimand and of the employees' right to Union representation, which shall be provided upon the employee's request. The employee shall also be given reasons for such discipline.

Section 12.3 – Notice to Union

In the event of disciplinary action, the Employer shall promptly furnish the employee, Union Committee person and Business Representative with a clear and concise written statement of the reasons thereof. An employee shall be entitled to the presence of a Union Representative at all meetings pertaining to discipline if he/she requests it and if the employee has reasonable grounds to believe that the meeting may be used to support disciplinary action against him/her.

ARTICLE 13 – GRIEVANCE PROCEDURE

Section 13.1 – Definition

A grievance is a dispute or difference of opinion between the Employer and the Union, or between the Employer and an employee(s) concerning the breach, violations, meaning or application of any of the terms or conditions of this Agreement.

(a) Step 1

The aggrieved employee(s) shall present their grievance to their immediate Supervisor within five (5) work days following when the employee knew or should have known of said grievance and if they wish may be accompanied by the Steward. The aggrieved's immediate Supervisor shall answer said grievance within five (5) working days.

(b) Step 2

If not settled in Step 1, the grievance shall be reduced to writing and signed by the aggrieved employee and the Union Steward and shall be presented to the appropriate Department Head within five (5) work days from the immediate Supervisor's Step 1 response.

(c) Step 3

If not settled in Step 2, the Labor Committee of the County Board shall be notified, in writing, by the Union and shall schedule a meeting between the Representative of the Local Union, International Union, the Steward, associated representative of County management/supervision and the aggrieved employee if requested within ten (10) work days. The Labor Committee shall give a written reply to the Steward and Union office within five (5) work days of said Step 3 meeting.

(d) Step 4

The Union must notify the Employer of its intent to arbitrate within thirty (30) work days of the Step 3 answer. The parties shall jointly request a list of seven (7) arbitrators from FMCS within ten (10) work days after notification. Either party may reject the initial list and request a second list from FMCS within ten (10) work days after receipt. Following a coin toss to determine the first strike, the parties shall alternately strike names until only one remains/ which remaining name shall be the arbitrator to be appointed.

The arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this Agreement. The arbitrator may consider and decide only the particular issue or issues presented to him by the Employer and the Union, and his decision must be based solely upon an interpretation of the provisions of this Agreement. The arbitrator shall render a decision not later than thirty (30) days from the day of the arbitration hearing. The arbitrator's decision shall be final and binding on the parties. All costs of the arbitration, except witness fees, shall be paid equally by the County and the Union.

All hearings are to be held in Quincy, Illinois.

Section 13.2 – Failure to Appeal

Should an appeal not be given by either the grievant or the Union within the specified time limits the grievance will be considered to have been settled.

Section 13.3 – Time Limits

Unless otherwise noted, all time limits set forth in each of the steps shall be exclusive of Saturdays, Sundays, and holidays or any day observed as a holiday unless so noted to the contrary. Both parties may mutually agree to extend the time limits allotted to any step in the grievance arbitration procedure.

Section 13.4 – Discharge

Discharge cases shall be taken up in Step 2 of the grievance procedure within three (3) work days from the date of discharge; otherwise, any grievance pertaining to said discharge will deem to have been waived.

ARTICLE 14 – LAYOFF

Section 14.1 – Layoff

In the event of a job discontinuance or a layoff, employees with the last hire date seniority in the affected classification within the affected office, shall be removed from their classification. The Employer shall notify the Union thirty (30) days prior to the intended effective date of a layoff.

The Union may request to negotiate alternatives to the layoff with the Employer. Any employee to be laid off will be notified fourteen (14) calendar days prior to the effective date of the layoff. Probationary employees, summer help, etc., shall be laid off prior to any non-probationary employees being laid off

Section 14.2 – Bumping Rights

Employees removed from the affected classifications shall exercise their hire date seniority in any other classification within the office in which the employee has previously held, can perform the work or can become qualified to perform within forty-five (45) working days, which time period may be extended by mutual agreement in cases where higher skilled positions are affected, if such hire date seniority is great enough to obtain a job. If said employee becomes qualified, then the employee with the last hire date in the classification within the office will be displaced. If said employee cannot become qualified within forty-five (45) working days, he shall be discontinued.

Employees bumped from any classification, in accordance with these provisions, shall exercise their hire date seniority in the same manner in any classification in which they can perform the work or can become qualified to perform work within forty-five (45) working days.

Section 14.3 – Seniority

Recall shall be by the most senior employee on layoff in said classification.

Section 14.4 – Recall from Layoff

The names of employees laid off shall be placed on a recall list for the job classification involved in the layoff. For a period of up to three (3) years, such laid off employees shall be eligible for recall in the reverse order of layoff to the job classification from which they were removed or to a job classification which the employees previously held as per Section 9.2 of this Agreement.

If a recall notice is not properly delivered because of the employee’s failure to meet this obligation, the employee may be discharged at the Employer’s discretion unless the employee was unable to supply the information for a reason beyond the employee’s control.

ARTICLE 15 – NEW TECHNOLOGY

It is the Employer’s policy to assure that training is available for affected employees so that they may have the opportunity to acquire the knowledge and skills to participate in and share the benefits of the continuous improvement process.

The Employer shall not use technological changes for the sole purpose of converting jobs from bargaining unit status to non-bargaining unit status.

ARTICLE 16 – LEAVES OF ABSENCE

Section 16.1 – General Leave

The Employer may grant regular employees leaves of absence without pay for a period not to exceed three (3) calendar months in any twelve (12) month period for purposes that are deemed beneficial to County service. Such leave may be extended for good cause by the Employer for an additional period not to exceed three (3) calendar months.

Upon return from a general leave the employee will return to a position equivalent to the one held prior to taking the leave.

An employee who fails to provide a reasonable excuse and notice to the Employer and fails to return to work at the time specified in his request for leave, shall be considered to have abandoned his position and shall be terminated.

An employee may use accumulated vacation or personal days before being placed on an unpaid general leave.

Section 16.2 – Military Leave

The Employer agrees to follow all State and Federal Laws regarding Military Leave.

Section 16.3 – Jury Duty

Any employee who is called and thereby required to appear for jury service, witness service or a coroners panel, shall be excused for each day of service falling on his regular workdays, with pay. The employee must immediately return to work upon being excused from jury duty. Failure to immediately return to work upon being excused from jury duty, may subject an employee to discipline. The employee shall return the check received for jury duty.

Section 16.4 – Court Appearance

Attendance at a court or quasi-judicial hearing, as required by subpoena or notice to appear that is directly job related is an official duty assignment and the Employer shall be notified of said duty. Permission to omit this duty must be obtained from the Judge or attorney handling the case, or other competent court official. Once an employee is served with a subpoena or notice to appear, it will remain in effect until canceled by a competent court official. Employees shall make every effort to keep themselves informed of the status of their court cases and to be available to give court testimony as required.

When employees are required to appear in court, and where said appearance is related to their duties as an employee of Adams County, they shall be compensated with overtime pay at one and one-half (1 1/2) times their hourly rate, if said appearance is made during off duty time.

When employees are required to appear in court for reasons other than work related, the required time off must be approved by the Employer and the employee may utilize appropriate time off such as personal time and/or time off without pay.

Section 16.5 – Bereavement Leave

Employee shall be granted paid bereavement leave off from date of death through the day after the funeral but not more than a total of three (3) days, if a death occurs to one of the following: mother, father, sister, brother, step-mother, step-father, step-brother, step-sister, grandparents, spouse's grandparents, grandchildren, son- or daughter-in-law, brother- or sister-in-law, mother- or father-in-law, legal guardian, or other relatives that are members of the employee's household at the time of death. Employee shall be granted paid bereavement leave off from date of death through the day after the funeral but not more than a total of five (5) days, if a death occurs to one of the following: spouse or domestic partner, children, stepchildren.

Any days not previously scheduled to be worked shall not be paid. Employees must notify the Steward and Supervisor in charge before leave is taken. Upon returning to work the employee shall sign a statement attesting to the relationship of the deceased.

Requests for time off for other funerals or additional time off shall be addressed through the use of paid accrued time off.

Employees attending a funeral as specified in the preceding paragraphs, which falls during any scheduled vacation time, shall not be charged vacation time for that day.

Section 16.6 – Medical Leave

Regular employees who have utilized twenty (20) sick days or have exhausted all sick leave and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, may be granted an unpaid disability leave. This Section in no way affects IMRF eligibility or IMRF benefits. Such leave will not be granted for a period in excess of three (3) months but may be extended upon written request of the employee for an additional period of up to three (3) months, at the Employer's discretion. Additional three (3) month extensions may be granted by the Employer if a physician certifies that the leave is a bona-fide medical emergency or illness. The Employer may require an independent medical examination before approving the final leave extension. Prior to requesting said leave, the employee shall inform the Employer in writing about the nature of the disability and length of time needed for leave. The request for said leave shall be accompanied by a written statement from the attending physician which includes the diagnosis, prognosis and expected duration of the disability. If the Employer has reason to believe the employee is able to perform his regular assigned duties and the employee's physician certifies him as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician of its choosing as to the employee's ability to return to work. Such examination shall be paid for by the Employer. During said leave, the disabled employee shall provide written verification by a licensed physician at the Employer's request. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability. Such leave cannot be arbitrarily or capriciously denied.

Members of the bargaining unit shall be granted leave pursuant to the Family and Medical Leave Act. Members of the bargaining unit may apply accrued sick time and/or vacation time up to six (6) weeks toward maternity leave.

Section 16.7 – Personal Time

Each employee shall be granted up to twenty-four (24) hours off annually to be used for personal reasons which cannot be scheduled outside of the employee's work time. Personal time is not cumulative from one calendar year to another. An employee will not be compensated for unused personal time. Personal time may be used in increments of one-half (0.5) hour or more.

ARTICLE 17 – TEMPORARY TRANSFERS

Employees temporarily transferred to a higher-rated classification other than their own shall receive the maximum rate for the new classification for the entire period. An employee who is required to work in a classification which is compensated at a lower rate than the employee's present rate shall continue to receive his present rate. The State's Attorney retains the right to transfer employees to vacancies which are being bid upon for the duration of the bidding process. Temporary transfers under this Article shall not be the sole and/or primary consideration for awarding the bid.

ARTICLE 18 – HOLIDAYS

All employees shall have time off with full pay for the following holidays:

New Year's Day	Juneteenth
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Eve Day
	Christmas Day

Holidays which fall on Saturday will be recognized on Friday. Those holidays falling on Sunday will be recognized on Monday. If Christmas Eve falls on a Sunday the preceding Friday will be recognized. In addition to normal holiday pay, employees who are required to work any listed holiday shall receive double time for hours worked and shall receive a minimum pay of two (2) hours at double time.

ARTICLE 19 – VACATIONS

Section 19.1 – Accrual

Years of Service	Time Accrued
1-9	80 hours
10-14	120 hours
15	128 hours
16	136 hours
17	144 hours
18	152 hours
19	160 hours
20	168 hours

- Employees shall be able to donate unused vacation time to a co-worker that is in need because of Health Issues. The Employee Handbook for 2023 will dictate this Policy.
- Adams County encourages you to use your vacation time. You are eligible to begin using vacation after 30 days of employment and may use up to negative 40 hours before accrual.

Section 19.2 – Limitation

No more than eighty (80) hours' vacation may be used at any one time unless otherwise approved.

Section 19.3 – Base Vacation Year

The Base Vacation Year shall be defined for the purposes of this Article as the period from January 1st to and including December 31st.

Section 19.4 – Entitlement Year

Vacation pay earned during the Vacation Year shall be taken in the next succeeding calendar year, which is defined for the purpose of this Article as the Entitlement Year.

Section 19.5 – Change in Vacation Accrual

During the year in which an employee's eligibility date changes, which entitles such employee to more vacation, he may take whatever vacation he is entitled to before the change and when the eligibility date occurs that entitles such employee to more vacation, he takes such additional vacation time after his eligibility date and before the end of the calendar year.

Section 19.6 – Eligibility for Vacation

Subject to all provisions of this Article and Agreement, all employees on the payroll on December 31st of a given base vacation year shall be entitled to vacation time in the subsequent Entitlement Year in accordance with the above schedule.

Section 19.7 – Scheduling Conflict

In cases of conflicting dates among employees, seniority shall govern.

Section 19.8 – Proration upon Termination

The Employer agrees to prorate vacation allowance to those employees who leave the employment of the County for the time actually worked from January 1 of the last year worked.

Section 19.9 – Vacation Accrual While on Leave

An employee shall continue to accrue vacation while on any compensated leave (i.e. vacation, holidays, sick leave, compensatory, emergency or injury, paid personal days, etc.). When a holiday or a funeral leave are (as provided for in this Agreement) occurs during an employee's assigned vacation and the employee is entitled to the holiday or to a paid leave of absence, then such entitlement will not be counted as part of the employee's vacation time.

Section 19.10 – Requests for Vacation

Vacation days shall be requested by the employee at least twenty-four (24) hours in advance prior to taking said time. Request for more than a single vacation day must be made at least five (5) working days in advance.

Section 19.11 – Duration and Pay

Vacation duration and pay will be determined by the length of employment since last date of hire in the Base Vacation year.

ARTICLE 20 – SICK LEAVE

All employees will accrue sick leave at a rate not to exceed eighty (80) hours per calendar year. Sick leave may be carried over from year to year and accumulate up to a maximum of seven-hundred and twenty (720) hours for use during the course of employment. Any sick leave accrued in excess of the seven-hundred and twenty (720) hour maximum may be accumulated up to a maximum of two-hundred forty (240) work days for the sole purpose of converting to IMRF service credit upon retirement, if allowable by law.

Employees shall be able to donate unused sick time to a co-worker that is in need because of Health Issues. The Employee Handbook for 2023 will dictate this Policy.

Sick time shall not be paid out upon separation, termination, or retirement.

Sick leave may be used for illness, disability, injury, appointments with a doctor, dentist or other professional medical practitioner for the employee. Up to eighty (80) hours of sick leave may be used for illness, disability, injury, appointments with a doctor, dentist or other professional medical practitioner or a child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or step-parent when the employee's presence is necessary. Sick leave may be used in increments of no less than one-half (1/2) hour at a time.

If an employee is absent from work because of illness or a non-job related accident for three (3) or more consecutive workdays, upon the employee's return to work such employee shall be required to present a certificate signed by a licensed physician in order to qualify for sick leave benefits.

The abuse of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

ARTICLE 21 – HOURS OF WORK AND PAYMENT OF OVERTIME

Section 21.1 – Hourly Rates

The normal work hours are 8:00 a.m. till 5:00 p.m., Monday through Friday, inclusive, except that a secretary must be at work until 5:00 p.m., with a fifteen (15) minute break in the morning, a one (1) hour lunch period at or around the noon hour, and a fifteen (15) minute break in the afternoon.

Notwithstanding the above-mentioned work hours, employees may be allowed to work flexible hours by mutual agreement only between the Office Holder and the employee. At any time the employee or the Officer Holder can say no and the abovementioned work hours will control.

The normal work days for the purposes of computing overtime shall start at the beginning of the employee's regular shift, and end twenty-four (24) hours later. Employees may trade break and lunch schedule times as long as such times have prior approval of Management.

When employees are required to work during their lunch period, and receive no equivalent time off during the same shift at a reasonable alternative time, then they shall have such time treated as hours worked and shall be paid at the appropriate straight or overtime rate, whichever is applicable.

Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee’s straight hourly rate for all times worked outside their normal work week.

Any pay received for holidays, vacations, illness in lieu of work shall be considered a part of the normal work week for purposes of computing overtime.

ARTICLE 22 – WAGES

Section 22.1 – Hourly Rates

Classification	Years’ Service	12/1/22	12/1/23	12/1/24
Group 1	1	\$16.79	\$17.38	\$17.98
Group 2	2-3	\$17.00	\$17.60	\$18.21
Group 3	4-6	\$17.90	\$18.53	\$19.18
Group 4	7-8	\$19.86	\$20.55	\$21.27
Group 5	9 and Over	\$21.66	\$22.42	\$23.20

Section 22.2 – Paralegal

The Union and Employer agree to a Paralegal Classification. A Paralegal shall be paid one dollar (\$1.00) more per hour than the highest grid rate. This classification requires a minimum of ten (10) years of service and a paralegal certificate from an accredited college or school. This classification will not be filled through the bidding procedure and will be assigned at the discretion of the State’s Attorney. The State’s Attorney may, in his sole discretion, appoint up to two (2) Paralegals. In addition to regular work, a Paralegal may be assigned duties to assign work and check the work of other employees, as well as coordinating and instructing employees performing work of a like or related nature. A Paralegal shall have no authority to hire, discharge, reprimand, discipline, or effect changes in employee status or to effectively recommend such changes. In the event a Paralegal is removed from that position then he or she shall revert to the pay classification he or she previously enjoyed.

Section 22.3 – Longevity Recognition

Employees who have completed 10 years of continuous service shall receive annually \$450.00 on their first paycheck following the employee’s anniversary date.

Employees who have completed 20 years of continuous service shall receive annually \$600.00 on their first paycheck following the employee’s anniversary date.

Employees who have completed 30 years of continuous service shall receive annually \$750.00 on their first paycheck following the employee’s anniversary date.

Employees who have completed 35 years of continuous service shall receive annually \$1,000.00 on their first pay check following the employee’s anniversary date.

ARTICLE 23 – INSURANCE

Section 23.1 – Cost of Health Insurance

The Employer shall provide Health Insurance coverage to the employees covered by this Agreement. The Employer shall pay 90% of the cost and the employee shall pay 10% of the cost.

Health Insurance shall be available for dependents at the cost of the employee.

Section 23.2 – Changes in Health Insurance

The Employer shall provide the employees with the current coverage, which was effective on January 1, 2020. The Union and the County recognize that insurance costs are likely to increase over time and that the County may, during the lifetime of this Agreement, find it to be in the best interests of the county to change the plan of insurance. Only in the event of a significant or substantial change in the plan would the duty to bargain arise.

The terms “significant or substantial” means a change in the order of greater than a twenty percent (20%) increase in the deductibles, the co-pays, and/or the prescription drug card program in any one policy year.

The Employer agrees to meet with an employee insurance advisory committee, composed of one (1) member of each bargaining unit, their Union Representative if desired and the authorized representative of the Employer, at dates mutually agreed to between June 1st and October 31st of each year of this Agreement.

The purpose of such meeting shall be to discuss insurance programs/options that will assist in cost containment. Such meetings shall be waived only by mutual written consent of the parties. The Employer will make all relevant information available and this committee will be empowered to research available hospitalization, dental, optical and other relevant plans provided by the Employer, comparing their costs-and benefits.

The advisory committee shall recommend to the Employer possible implementation of any such alternative plans and cost containment measures. The Adams County Board shall have the final authority to approve/disapprove such recommendations by the advisory committee members. Disputes are subject to grievance and arbitration procedures.

Nothing in this Section shall preclude remaining County Departments (i.e. Highway Dept., Administration, etc.) from equal representation on such advisory committee so long as their departmental members do not exceed the number of bargaining unit(s) members represented on the advisory committee.

Should an employee be granted a leave of absence for a non-medical reason for more than two (2) calendar weeks, he shall reimburse the County for the cost of the group health premium for that portion while on leave.

To qualify for the Adams County Group Health Plan, an employee must be scheduled to work at least thirty (30) hours per week.

Section 23.3 – Termination of Employment

Should the employee terminate employment or be placed on layoff status, the employee's life and health insurance will be maintained as long as permitted by the current insurance carrier,

but not longer than the end of the month that the employee ends his active service for the County unless otherwise provided by law.

ARTICLE 24 – DRUG AND ALCOHOL TESTING

In accordance with the Drug Free Workplace Act and the parties’ desire to maintain a drug free workplace, the following is Union-acknowledged Employer policy:

It is the policy of the Employer that the public has the right to expect persons employed by Adams County to be free from the effects of drugs, alcohol, and cannabis. The Employer has the right to expect the employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such a manner as to not violate the specified employee rights identified in this Article.

Section 24.1 – Drug and Alcohol Testing Permitted

Where the Employer has a reasonable suspicion to believe that an employee is impaired or under the influence of illegal drugs or alcohol during the course of the work day, the Employer will have the right to require the employee to submit to alcohol and/or drug testing. At least one (1) supervisor (who is not a member of the bargaining unit) must certify the basis for the reasonable suspicion(s) concerning the affected employee prior to any order to submit to the testing authorized herein. No test will be performed until a Union Steward, if present at the workplace is advised that a test will be administered.

In conducting the testing authorized by this Agreement the County shall:

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) 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 .04 or more based upon the grams of alcohol per 100 milliliters of blood to be considered positive. (Note: The foregoing standard shall not preclude the County from attempting to show that test results between .01 and .04 demonstrate that the employee was under the influence but the County shall bear the burden of proof in such cases.
- (c) With respect to cannabis testing, cannabis test results will only be used to substantiate the employer’s good faith believe that an employee is impaired under the influence of cannabis based on specific, articulable symptoms as described in the Cannabis Regulation and Tax Act, P.A. 100-0027.

Section 24.2 – Prohibitions

Consuming or possessing any illegal drugs at any time anywhere or consuming or possession of alcohol or cannabis (unless in accordance with duty requirements) during the work day or anywhere on County premises or job sites, including all County buildings, properties, vehicles, and while engaged in County business is prohibited. Possession or use of illegal drugs by any employee not engaged with duty requirements shall be considered a crime and the Employer will cooperate with the authorities should criminal charges be filed against any

employee who is found in possession of illegal drugs or who is engaged in the selling of or dispensing illegal drugs on or off duty.

Section 24.3 – Order to Submit to Testing

The employee must take the test within sixty (60) minutes of receiving the written order to do so or it shall be deemed a refusal. The employee shall be permitted to consult with a representative of the Union at the time the order is given, but in any event the test must be taken within sixty (60) minutes of the employee being ordered to do so.

ARTICLE 25 – POLITICAL ACTIVITY

The Employer agrees to comply with the Local Governmental Employees Political Rights Act (50 ILCS 135/1-10).

Political activity during working hours will be prohibited. Employees may on their own time be active in political activity.

ARTICLE 26 – MISCELLANEOUS PROVISIONS

Section 26.1 – Safety and Health

The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment, and shall provide protection devices and other equipment necessary to protect the employees from injury and illness in conformance with statutory requirements.

Section 26.2 – Right to Know

The Employer will comply with Federal and State laws regarding the employee's right to obtain information regarding toxic substances in the work place. Inquiries shall be directed to the Employer. The employees shall use MSDS (Material Safety Data Sheets) information when handling toxic chemicals and shall perform work in a safe and prudent manner.

Section 26.3 – No Time Clocks

There shall be no employee time clocks.

Section 26.4 – Pension

I.M.R.F. benefits and contributions shall be calculated pursuant to the rules of the Illinois Municipal Retirement Fund.

Section 26.5 – Flu Shot Vaccination

Employees shall be offered annually a flu shot vaccination at no charge through the Adams County Health Department, if the employee is on the County's health insurance plan.

Section 26.6 – Hepatitis B Vaccination

Employees who have job responsibilities that involve direct exposure and/or potential exposure to blood, body fluids, non-intact skin and mucous membranes of others shall be offered Hepatitis B vaccination at no charge through the Adams County Health Department. Eligibility shall be defined by the Adams County Health Department's Blood-borne Pathogen Exposure Control Plan.

Section 26.7 – Health Club Membership

Employees shall be eligible for up to a two hundred dollar (\$200.00) reimbursement per year for a Health Club membership. The employee shall provide a receipt to the Adams County Board Office indicating that payment has been made to a Health Club. Health Club shall be defined as a commercial facility that offers physical fitness equipment, classes and/or facilities for use by its members. Reimbursement shall be considered an employee benefit and shall be reported as such to the Internal Revenue Service.

ARTICLE 27 – COMPLETE AGREEMENT

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

ARTICLE 28 – SAVINGS CLAUSE

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 29 – DURATION

Section 29.1 – Term of Agreement

This Agreement shall be effective from December 1, 2022 and shall continue in full force and effect until midnight November 30, 2025, and thereafter from year to year, unless not more than one hundred and twenty (120) days, but not less than sixty (60) days prior to November 30, 2025, or any subsequent November 30th, either party gives written notice to the other of its intention to amend or terminate this Agreement. Negotiations for a new Agreement shall begin within thirty (30) days of such notice. If sixty (60) days after the commencement of negotiations no new Agreement has been reached either party may declare impasse.

Section 29.2 – Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new Agreement or part thereof between the parties, except that no step or wage adjustments shall be made unless the parties mutually agree.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures in Quincy, Illinois this _____ day of _____, 2022.

ADAMS COUNTY STATE’S ATTORNEY

IAM&AW

Gary Farha

Kevin Broemmer

ADAMS COUNTY BOARD CHAIR

Kent Snider

cd:OPEIU #13

12/5/2022

LABOR AGREEMENT

Between

**ADAMS COUNTY
TREASURER OF ADAMS COUNTY**

and

**DISTRICT NO. 9,
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
AFL-CIO**

DECEMBER 1, 2022 THROUGH NOVEMBER 30, 2025

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PREAMBLE

THIS AGREEMENT, made and entered into this 1st day of December, 2022, by and between Adams County Treasurer, hereinafter referred to as the “Employer,” and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO and Local Lodge 822, District No. 9, hereinafter referred to as the “Union,” is for the exclusive joint use and benefit of the contracting parties as defined and set forth herein.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for its employees covered by the Certification of Representative issued by the Illinois State Labor Relations Board “ISLRB”) in Case S-RC-96-76 and S-RC-96-94.

Includes: All full-time and regular part-time employees employed at the Adams County Treasurer’s Office employed as Clerk and Chief Deputy.

Excludes: The Treasurer of Adams County, all elected officials, all other employees of the Adams County Treasurer’s Office, employees of Adams County, and all confidential, managerial, and professional employees, and supervisors as defined by the Illinois Public Relations Act.

ARTICLE 2 – UNION RIGHTS

Section 2.1 – New Employee Orientation

The Employer will grant the Union twenty (20) minutes to orient, educate, and update each new employee for the purpose of informing employees of their rights and obligations under this Collective Bargaining Agreement without loss of pay for the employees involved. New hires shall be given such orientation during the first week of their employment. This shall be done in a fashion to cause a minimum of office disruption.

Section 2.2 – Union Exclusivity

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

Section 2.3 – Union Representatives Recognized

The Employer recognizes all elected Stewards selected by the Union, and paid representatives of the International Association of Machinists and Aerospace Workers in all matters relating but not limited to negotiating, grievances, interpretation of this Agreement or in any other appropriate Employer/Union matters. Union agrees to notify the Employer of any elected Stewards.

Section 2.4 – Duties of Representatives and Elected Officers

Subject to operational needs, one designated Union Representative (Steward) or if the representative is unavailable, an alternate, may conduct the following business of the bargaining

unit and no more than one elected Executive Board member (President, Vice-President, Recording Secretary, Financial Officer or Sgt. at Arms or Trustee) of Local Lodge 822 may conduct the following business of any of the Adams County bargaining units on the Employer's time:

- (a) The receiving, investigating and filing of complaints or grievances.
- (b) Participation in hearings.
- (c) Attendance at all joint meetings of Union Officials, Stewards, and Judicial Administration.
- (d) Attendance at Lodge meetings. In the event that the Union provides one (1) weeks' notice of the need to release the Union Representative or no more than one of the members of the Local Lodge 822 Executive Board to attend a Lodge meeting, and provided that the Union will cooperate with the Employer by allowing reasonable rescheduling of other employees so as to allow for attendance of the designated persons, attendance may not be denied for operational reasons.

The Union will notify the Employer of any changes regarding selected representatives. The Union will provide the Employer a copy of all meeting notices that require the elected representatives to be at said meetings.

In the event that any of these business items are performed during the employee's vacation, day off, holiday, non-work shift, or any other non-work time of the employee, the employee shall receive no compensation under this Section.

Section 2.5 – Convention Delegates

One (1) Steward from the bargaining unit and no more than one (1) of the members of the Executive Board of Local Lodge 822, if the Board member is a member of the bargaining unit, shall be allowed time off without pay for State or International Conventions or the one (1) week educational program at Placid Harbor if elected as an official to such function. The Union will cooperate with the Employer by allowing reasonable rescheduling of other employees so as to accommodate such leaves.

Section 2.6 – Union Visitation

The authorized representative(s) of the International Association of Machinists and Aerospace Workers shall have reasonable access to the employee's facilities after first notifying the Employer or office supervisor of the purpose for the visit. While engaging in such visits, the representatives will seek to minimize disruptions to office operations, and will abide by reasonable security measures generally applicable to visitors to the office.

Section 2.7 – Bulletin Boards

The Employer will provide the Union with one suitable bulletin board in a convenient place, upon which the Union may post its notices and communications.

Section 2.8 – Distribution of Agreement

The Employer will supply sufficient copies of this Agreement to the Union for distribution to members.

Section 2.9 – Supervisors

Elected Officials may continue to perform bargaining unit work which is incidental to their jobs. It is agreed and understood that no supervisory/non-bargaining unit employee(s) will be permitted to perform bargaining unit work except when it is necessary to instruct an employee or in case of emergencies. The Office Holders may perform any work that is necessary to perform his job and fulfill his statutory duties, including any work incidental to his job or statutory duties. Such work shall not cause any layoffs of the bargaining unit.

ARTICLE 3 – DUES DEDUCTION

Section 3.1 – Dues Deduction Authorization

Upon receipt of a signed authorization form from an individual, the Employer will deduct from said employee's pay the initiation, reinstatement fee, M.N.P.L. donation and monthly dues payable by him or her to the Union during the period set forth in said authorization.

Section 3.2 – Timing of Deductions

Deductions shall be made on account of such fees, and/or dues in, nearly as practicable, equal installments from bi-weekly payroll checks.

Section 3.3 – Tender of Dues to Union

The deductions shall be remitted to the Secretary-Treasurer of District No. 9 of the Union no later than the fifteenth (15th) day of the month following the deductions made in the month. The Employer shall furnish the Secretary-Treasurer monthly with a written record of those for whom deductions have been made and the amount of the deductions.

Section 3.4 – Notice to Employer of Dues Information

The Secretary-Treasurer of the Union will from time to time notify the Employer in writing of the location in which the deductions are to be remitted, the amounts of initiation fees, reinstatement fees, and monthly dues.

Section 3.5 – Adjustments of Errors

In the event of under-deductions or over-deductions, adjustments will be made in subsequent deductions.

Section 3.6 – Indemnify

The Union shall indemnify and hold the Employer harmless against all and any claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon the authorization furnished to the Employer by the Union, or for the purpose of complying with any of the provisions of this Article.

ARTICLE 4 – MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the management of operations of the Employer, the determination of its policies, budget, and operations, the manner of exercise of its statutory functions and the direction of its work force, including but not limited to, the right to hire, promote, demote, transfer, allocate, assign and direct employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or for other

legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine quality; to determine the number of hours of work and shifts per work week, if any; to establish and change work schedules and assignments; the right to introduce new methods of operations, to eliminate, relocate, transfer or subcontract work and to maintain efficiency in the departments and to take such actions in an emergency as are appropriate is vested exclusively in the Employer, provided the exercise of such rights by management does not conflict with the provisions of this Agreement.

ARTICLE 5 – SUBCONTRACTING

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interest of economy, improved work product, or emergency, provided that such subcontracting does not cause layoff or reduction of work hours for bargaining unit employees. The use of volunteers and interns may continue in accordance with past practice.

ARTICLE 6 – 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 Union agree to jointly petition the Illinois Labor Relations 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 Illinois Labor Relations Board, the parties shall negotiate as to the proper pay grade for the classification. If no Agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to Step 2 of the grievance procedure.

The Step 2 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 employee'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 Step 2 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 procedure of this Agreement.

ARTICLE 7 – NON-DISCRIMINATION

Section 7.1 – Prohibition Against Discrimination

The Employer and Union shall not discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws. The Employer will continue to provide equal opportunity for all employees and develop and apply equal employment practices.

Section 7.2 – Union Membership

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union and there shall be no discrimination against any such employees because of Union membership or non-membership or the exercise of their lawful rights.

Section 7.3 – Gender

Any reference in this Agreement to the male gender shall be construed to pertain to both the male and female.

Section 7.4 – Alleged Violations

The parties agree that this Article cannot be the sole basis of a grievance if the employee (or the union on the employee's behalf) has filed a claim, charge or complaint related to the same or similar facts which is pending before an authorized administrative agency or court for resolution.

ARTICLE 8 – NO STRIKE/NO LOCKOUT

Section 8.1 – No Strike Commitment

Neither the Union or any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify a 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 or any employee shall refuse to cross any picket line by whomever established. 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 or employees covered by this Agreement by reason of any such action or conduct in the line of duty.

Section 8.2 – Resumption of Operations

In the event of action prohibited by Section 8.1 above, the Union immediately shall disavow such action and request the employees 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.

Section 8.3 – Union Liability

Upon the failure of the Union to comply with the provisions of Section 8.2 above, any agent or official of the Union who is an Employee covered by this Agreement may be subject to the provisions of Section 8.4.

Section 8.4 – Discipline of Strikers

Any employee who violates the provisions of Section 8.1 of this Article shall be subject to immediate discharge. Any action taken by the Treasurer against any Employee who participates in an action prohibited by Section 8.1 above shall not be considered as a violation of this Agreement 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.

Section 8.5 – No Lockout

The Employer will not lock out any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 9 – SENIORITY

Section 9.1 – Seniority

For purposes of benefits such as vacations, etc., seniority shall be defined as all continuous service of employee from first date of hire with any County office.

Section 9.2 – Bargaining Unit Seniority

Bargaining Unit seniority is defined as an employee’s length of continuous service with the County since entering in any one of the bargaining unit classifications.

Section 9.3 – Seniority List

The Employer will quarterly post as needed an up-to-date- seniority list on the bulletin boards.

Section 9.4 – Breaks in Seniority

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

- (a) Resigns or retires; or
- (b) Is discharged for proper cause; or
- (c) If absent for three (3) consecutive work days and does not report for work at the beginning of the fourth consecutive workday without notifying employee’s supervisor; or
- (d) Has been laid off for a period of three (3) years; or
- (e) Is laid off and fails to report to work when recalled within a period of ten (10) working days. If the employee requests, in writing, additional time to return to work, said time may be granted up to ten (10) additional work days; or if employee presents an acceptable reason for his failure to return at such time.

Section 9.5 – Probation Period

Probationary period for employees covered by this Agreement is six (6) months.

Section 9.6 – Seniority Retention

- (a) When an employee transfers employment from an Adams County office to another, said employee carries over seniority for vacation accrual and pay purposes. An employee who terminates employment with Adams County but who seeks to return and is rehired within six (6) months carries over that employee’s previously accrued seniority for vacation accrual and pay purposes. In the event that more than six (6) months have passed, the Employer may negotiate with the employee with regard to the vacation and pay level in which the employee shall be placed.
- (b) This Section shall not construed to mean:
 - (i) a former Employee has the right to be rehired;
 - (ii) a current Employee has a right to be transferred; or
 - (iii) that a transfer is guaranteed.

ARTICLE 10 – BIDDING

Section 10.1 – Posting of Vacancies

When a new job opening is created or a vacancy exists within recognized Union position classifications, said job shall be posted on the bulletin board for seven (7) working days. Such posting shall state the job classification available, rate of pay, qualifications, number of openings available and the date and hour the bidding will be closed.

Section 10.2 – Bidding Process

To be eligible to bid, an employee must work in the office where the vacancy exists. Eligible employees within the bargaining unit, interested in bidding such opening, must sign a bid slip and give it to his Union Representative who will deposit said slip with the appropriate Department Head or his/her designated representative. Employees on active employment probation are not eligible to bid. An employee cannot withdraw his bid once it has been given to the Union Representative.

Said opening shall be awarded by ability and qualifications of those who have bid on said opening. Seniority shall govern when the ability and qualifications of employees involved to perform work required are relatively equal.

Section 10.3 – Successful Bids

All bid forms shall be made available for review on request from the Union. The Employer will notify the successful bidder(s) no later than five (5) days after the bidding is closed. The employee will have forty-five (45) days to qualify on the bid job; if said employee does not qualify, he will return to his previous job.

Section 10.4 – Lack of Successful Bids

If no employee has bid on the vacancy, the Employer may either give the vacancy to any employees with his consent, recall an employee who is on layoff, leave the vacancy open, or hire

a new employee. A new employee shall not be hired until all employees on layoff who are eligible for recall and who have the ability and qualifications and are capable of performing the job are recalled.

Section 10.5 – Posting of Vacancies

If employees fail to bid on the vacancy and the Employer does not fill the opening and elects to continue the process of filling the vacancy, it has to be reposted before assigning anyone to the opening if forty-five (45) calendar days have passed since the opening was first posted.

ARTICLE 11 – PERSONNEL RECORDS

Section 11.1 – Access

The County and the Union agree to abide by all applicable State and Federal laws relating to employees’ access to their personnel records during the term of this Agreement.

Section 11.2 – Removal of Documentation

Any received documentation of discipline shall be removed from an employee's personnel file in accordance with the following schedule:

- (a) Oral or Written Reprimand –after one (1) year without the same or similar misconduct.
- (b) Suspensions – after five (5) years without the same or similar misconduct.

Such removal shall be at the request of the employee but, in any case, shall not be used against the employee.

The provisions of this section shall be inapplicable if the stated reason for discipline was employee action that constitutes a willful violation of a court order of confidentiality, action jeopardizing the security of employees, or violations of the County’s anti-harassment policy.

ARTICLE 12 – DISCIPLINE AND DISCHARGE

Section 12.1 – Just Cause

The Employer and the Union agree with the tenets of progressive and corrective discipline to improve behavior and/or performance. Nevertheless, severe discipline, up to and including discharge, may be appropriate so long as the discipline is commensurate with the severity of the offense. Discipline shall normally be limited to:

- (a) Oral reprimand
- (b) Written reprimand
- (c) Suspension
- (d) Discharge

Non-probationary employees shall not be discharged, suspended, reprimanded, relieved from duty or otherwise disciplined in any manner without just cause. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before

other employees or the public. Discipline shall be administered in a timely manner depending on the circumstances of such discipline.

Section 12.2 – Oral Reprimands

In cases of oral reprimands which will be recorded in the employees personnel file, the supervisor must inform the employee that he/she is receiving an oral reprimand and of the employees' right to Union representation, which shall be provided upon the employee's request. The employee shall also be given reasons for such discipline.

Section 12.3 – Notice to Union

In the event of disciplinary action, the Employer shall promptly furnish the employee, Union Committee person and Business Representative with a clear and concise written statement of the reasons thereof. An employee shall be entitled to the presence of a Union Representative at all meetings pertaining to discipline if he/she requests it and if the employee has reasonable grounds to believe that the meeting may be used to support disciplinary action against him/her.

ARTICLE 13 – GRIEVANCE PROCEDURE

Section 13.1 – Procedure

A grievance is a dispute or difference of opinion between the Employer and the Union, or between the Employer and an employee(s) concerning the breach, violations, meaning or application of any of the terms or conditions of this Agreement.

(a) Step 1

The aggrieved employee(s) shall present their grievance to their immediate Supervisor within five (5) work days following when the employee knew or should have known of said grievance and if they wish may be accompanied by the Steward. The aggrieved's immediate Supervisor shall answer said grievance within five (5) working days.

(b) Step 2

If not settled in Step 1, the grievance shall be reduced to writing and signed by the aggrieved employee and the Union Steward and shall be presented to the appropriate Department Head within five (5) work days from the immediate Supervisor's Step 1 response.

(c) Step 3

If not settled in Step 2, the Labor Committee of the County Board shall be notified, in writing, by the Union and shall schedule a meeting between the Representative of the Local Union, International Union, the Steward, associated representative of County management/supervision and the aggrieved employee if requested within ten (10) work days. The Labor Committee shall give a written reply to the Steward and Union office within five (5) work days of said Step 3 meeting.

(d) Step 4

The Union must notify the Employer of its intent to arbitrate within thirty (30) work days of the Step 3 answer. The parties shall jointly request a list of seven (7)

arbitrators from FMCS within ten (10) work days after notification. Either party may reject the initial list and request a second list from FMCS within ten (10) work days after receipt. Following a coin toss to determine the first strike, the parties shall alternately strike names until only one remains/ which remaining name shall be the arbitrator to be appointed.

The arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this Agreement. The arbitrator may consider and decide only the particular issue or issues presented to him by the Employer and the Union, and his decision must be based solely upon an interpretation of the provisions of this Agreement. The arbitrator shall render a decision not later than thirty (30) days from the day of the arbitration hearing. The arbitrator's decision shall be final and binding on the parties. All costs of the arbitration, except witness fees, shall be paid equally by the County and the Union.

All hearings are to be held in Quincy, Illinois.

Section 13.2 – Failure to Appeal

Should an appeal not be given by either the grievant or the Union within the specified time limits the grievance will be considered to have been settled.

Section 13.3 – Time Limits

Unless otherwise noted, all time limits set forth in each of the steps shall be exclusive of Saturdays, Sundays, and holidays or any day observed as a holiday unless so noted to the contrary. Both parties may mutually agree to extend the time limits allotted to any step in the grievance arbitration procedure.

Section 13.4 – Discharge

Discharge cases shall be taken up in Step 2 of the grievance procedure within three (3) work days from the date of discharge; otherwise, any grievance pertaining to said discharge will deem to have been waived.

ARTICLE 14 – LAYOFF

Section 14.1 – Layoff

In the event of a job discontinuance or a layoff, employees with the last hire date seniority in the affected classification within the affected office, shall be removed from their classification. The Employer shall notify the Union thirty (30) days prior to the intended effective date of a layoff.

The Union may request to negotiate alternatives to the layoff with the Employer. Any employee to be laid off will be notified fourteen (14) calendar days prior to the effective date of the layoff. Probationary employees, summer help, etc., shall be laid off prior to any non-probationary employees being laid off

Section 14.2 – Bumping Rights

Employees removed from the affected classifications shall exercise their hire date seniority in any other classification within the office in which the employee has previously held, can perform the work or can become qualified to perform within forty-five (45) working days, which time period may be extended by mutual agreement in cases where higher skilled positions are affected,

if such hire date seniority is great enough to obtain a job. If said employee becomes qualified, then the employee with the last hire date in the classification within the office will be displaced. If said employee cannot become qualified within forty-five (45) working days, he shall be discontinued.

Employees bumped from any classification, in accordance with these provisions, shall exercise their hire date seniority in the same manner in any classification in which they can perform the work or can become qualified to perform work within forty-five (45) working days.

Section 14.3 – Seniority

Recall shall be by the most senior employee on layoff in said classification.

Section 14.4 – Recall from Layoff

The names of employees laid off shall be placed on a recall list for the job classification involved in the layoff. For a period of up to three (3) years, such laid off employees shall be eligible for recall in the reverse order of layoff to the job classification from which they were removed or to a job classification which the employees previously held as per Article 10, Section 4.

If a recall notice is not properly delivered because of the employee’s failure to meet this obligation, the employee may be discharged at the Employer’s discretion unless the employee was unable to supply the information for a reason beyond the employee’s control.

ARTICLE 15 – NEW TECHNOLOGY

It is the Employer’s policy to assure that training is available for affected employees so that they may have the opportunity to acquire the knowledge and skills to participate in and share the benefits of the continuous improvement process.

Any new positions created by technological changes will be filled in accordance with the provisions of this Agreement governing posting and bidding of promotional and transfer opportunities within the bargaining unit.

ARTICLE 16 – LEAVES OF ABSENCE

Section 16.1 – General Leave

The Employer may grant regular employees leaves of absence without pay for a period not to exceed three (3) calendar months in any twelve (12) month period for purposes that are deemed beneficial to County service. Such leave may be extended for good cause by the Employer for an additional period not to exceed three (3) calendar months.

Upon return from a general leave the employee will return to a position equivalent to the one held prior to taking the leave.

An employee who fails to provide a reasonable excuse and notice to the Employer and fails to return to work at the time specified in his request for leave, shall be considered to have abandoned his position and shall be terminated.

An employee may use accumulated vacation or personal days before being placed on an unpaid general leave.

Section 16.2 – Military Leave

The Employer agrees to follow all State and Federal Laws regarding Military Leave.

Section 16.3 – Jury Duty

Any employee who is called and thereby required to appear for jury service, witness service or a coroner's panel, shall be excused for each day of service falling on his regular workdays, with pay. The employee must immediately return to work upon being excused from jury duty. Failure to immediately return to work upon being excused from jury duty, may subject an employee to discipline. The employee shall return the check received for jury duty.

Section 16.4 – Court Appearance

Attendance at a court or quasi-judicial hearing, as required by subpoena or notice to appear that is directly job related is an official duty assignment and the Employer shall be notified of said duty. Permission to omit this duty must be obtained from the Judge or attorney handling the case, or other competent court official. Once an employee is served with a subpoena or notice to appear, it will remain in effect until canceled by a competent court official. Employees shall make every effort to keep themselves informed of the status of their court cases and to be available to give court testimony as required.

When employees are required to appear in court, and where said appearance is related to their duties as an employee of Adams County, they shall be compensated with overtime pay at one and one-half (1 1/2) times their hourly rate, if said appearance is made during off duty time.

When employees are required to appear in court for reasons other than work related, the required time off must be approved by the Employer and the employee may utilize appropriate time off such as personal time and/or time off without pay.

Section 16.5 – Bereavement Leave

Employee shall be granted paid bereavement leave off from date of death through the day after the funeral but not more than a total of three (3) days, if a death occurs to one of the following: mother, father, sister, brother, step-mother, step-father, step-brother, step-sister, grandparents, spouse's grandparents, grandchildren, son- or daughter-in-law, brother- or sister-in-law, mother- or father-in-law, legal guardian, or other relatives that are members of the employee's household at the time of death. Employee shall be granted paid bereavement leave off from date of death through the day after the funeral but not more than a total of five (5) days, if a death occurs to one of the following: spouse or designated domestic partner, children, stepchildren.

Any days not previously scheduled to be worked shall not be paid. Employees must notify the Steward and Supervisor in charge before leave is taken. Upon returning to work the employee shall sign a statement attesting to the relationship of the deceased.

Requests for time off for other funerals or additional time off shall be addressed through the use of paid accrued time off.

Employees attending a funeral as specified in the preceding paragraphs, which falls during any scheduled vacation time, shall not be charged vacation time for that day.

Section 16.6 – Medical Leave

Regular employees who have utilized twenty (20) sick days or have exhausted all sick leave and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, may be granted an unpaid disability leave. This Section in no way affects IMRF eligibility or IMRF benefits. Such leave will not be granted for a period in excess of three (3) months but may be extended upon written request of the employee for an additional period of up to three (3) months, at the Employer's discretion. Additional three (3) month extensions may be granted by the Employer if a physician certifies that the leave is a bonafide medical emergency or illness. The Employer may require an independent medical examination before approving the final leave extension. Prior to requesting said leave, the employee shall inform the Employer in writing about the nature of the disability and length of time needed for leave. The request for said leave shall be accompanied by a written statement from the attending physician which includes the diagnosis, prognosis and expected duration of the disability. If the Employer has reason to believe the employee is able to perform his regular assigned duties and the employee's physician certifies him as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician of its choosing as to the employee's ability to return to work. Such examination shall be paid for by the Employer. During said leave, the disabled employee shall provide written verification by a licensed physician at the Employer's request. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability. Such leave cannot be arbitrarily or capriciously denied.

Members of the bargaining unit shall be granted leave pursuant to the Family and Medical Leave Act. Members of the bargaining unit may apply accrued sick time and/or vacation time up to six (6) weeks toward maternity leave.

Section 16.7 – Personal Time

Each employee shall be granted up to twenty-one (21) hours off annually to be used for personal reasons which cannot be scheduled outside of the employee's work time. Personal time is not cumulative from one calendar year to another. An employee will not be compensated for unused personal time. Personal time may be used in increments of one-half (0.5) hour or more.

ARTICLE 17 – TEMPORARY TRANSFERS

Employees temporarily transferred to a higher-rated classification other than their own shall receive the maximum rate for the new classification for the entire period. An employee who is required to work in a classification which is compensated at a lower rate than the employee's present rate shall continue to receive his present rate. The Treasurer retains the right to transfer employees to vacancies which are being bid upon for the duration of the bidding process. Temporary transfers under this Article shall not be the sole and/or primary consideration for awarding the bid.

ARTICLE 18 – HOLIDAYS

All employees shall have time off with full pay for the following holidays:

New Year's Day	Juneteenth
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Eve Day
	Christmas Day

Holidays which fall on Saturday will be recognized on Friday. Those holidays falling on Sunday will be recognized on Monday. If Christmas Eve falls on a Sunday, the preceding Friday will be recognized. In addition to normal holiday pay, employees who are required to work any listed holiday shall receive double time for hours worked and shall receive a minimum pay of two (2) hours at double time.

ARTICLE 19 – VACATIONS

Section 19.1 – Accrual

0-9 Years of Continuous Employment	2 weeks
10-14 years of Continuous Employment	3 weeks
15 years and over of Continuous Employment	4 weeks

- When a 10 year or greater anniversary occurs, the per pay period accrual rate will change automatically in Paycom, giving the employee a prorated amount of the additional time to be awarded for that calendar year.
- Adams County encourages you to use your vacation time. You are eligible to begin using vacation after 30 days of employment and may use up to negative 40 hours before accrual, additionally, hours more than the negative 40 hours must have managerial approval.
- In the event that an Employee's available vacation hours are not used by the end of the calendar year an extension of a maximum of 40 vacation hours, will rollover into the following calendar year, but must be used no later than that new calendar year. Annually, only 40 hours will be rolled over, any other time over 40 hours that are not used at the end of the calendar year will be forfeited.
- Employee's will be able to donate any unused vacation time to a co-worker that is in need because of Health Issues. The Employee Handbook will dictate this Policy.

Section 19.2 – Scheduling Conflict

In cases of conflicting dates among employees, seniority shall govern.

Section 19.3 – Proration upon Termination

The Employer agrees to prorate vacation allowance to those employees who leave the employment of the County for the time actually worked from January 1 of the last year worked.

Section 19.4 – Vacation Accrual While on Leave

An employee shall continue to accrue vacation while on any compensated leave (i.e. vacation, holidays, sick leave, compensatory, emergency or injury, paid personal days, etc.). When a holiday or a funeral leave are (as provided for in this Agreement) occurs during an employee’s assigned vacation and the employee is entitled to the holiday or to a paid leave of absence, then such entitlement will not be counted as part of the employee's vacation time.

Section 19.5 – Requests for Vacation

Vacation days shall be requested by the employee at least twenty-four (24) hours in advance prior to taking said time. Request for more than a single vacation day must be made at least five (5) working days in advance.

ARTICLE 20 – SICK LEAVE

All employees will accrue sick leave at a rate not to exceed seventy (70) hours per calendar year. Sick leave may be carried over from year to year and accumulate up to a maximum of six-hundred and thirty (630) hours for use during the course of employment. Any sick leave accrued in excess of the six-hundred and thirty (630) hour maximum may be accumulated up to a maximum of two-hundred forty (240) work days for the sole purpose of converting to IMRF service credit upon retirement, if allowable by law.

Employee’s will be able to donate any unused sick time to a co-worker that is in need because of Health Issues. The Employee Handbook will dictate this Policy.

Sick time shall not be paid out upon separation, termination, or retirement.

Sick leave may be used for illness, disability, injury, appointments with a doctor, dentist or other professional medical practitioner for the employee. Up to seventy (70) hours of sick leave may be used for illness, disability, injury, appointments with a doctor, dentist or other professional medical practitioner or a child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent when the employee’s presence is necessary. Sick leave may be used in increments of no less than one-half (1/2) hour at a time.

If an employee is absent from work because of illness or a non-job related accident for three (3) or more consecutive workdays, upon the employee’s return to work such employee shall be required to present a certificate signed by a licensed physician in order to qualify for sick leave benefits.

The abuse of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

ARTICLE 21 – HOURS OF WORK AND PAYMENT OF OVERTIME

Section 21.1 – Normal Hours of Work

The normal work hours are 8:30 a.m. till 4:30 p.m., Monday through Friday, inclusive, with a fifteen (15) minute break in the morning, and a fifteen (15) minute break in the afternoon. Hourly Employees, in the Treasurer’s Office, will change from 35 hours per week to 40 hours per week with a paid thirty (30) minute meal break per day.

Notwithstanding the above-mentioned work hours, employees may be allowed to work flexible hours by mutual agreement only between the Office Holder and the employee. At any time the employee or the Officer Holder can say no and the abovementioned work hours will control.

The normal work days for the purposes of computing overtime shall start at the beginning of the employee's regular shift, and end twenty-four (24) hours later. Employees may trade break and lunch schedule times as long as such times have prior approval of Management.

When employees are required to work during their lunch period, and receive no equivalent time off during the same shift at a reasonable alternative time, then they shall have such time treated as hours worked and shall be paid at the appropriate straight or overtime rate, whichever is applicable.

Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee’s straight hourly rate for all times worked in excess of forty (40) hours in a work week.

If qualified, seniority shall govern and control when offering employees scheduled hours over their normal hours of work.

Any pay received for holidays, vacations, illness in lieu of work shall be considered a part of the normal work week for purposes of computing overtime.

Section 21.2 – Real Estate “Tax” Season

During the Real Estate "Tax Season," all bargaining unit members will be offered the opportunity to work at least eight (8) hours per day before non-bargaining unit employees are allowed to work. Non-bargaining unit employees shall be paid at a rate of up to one dollar (\$1.00) per hour above the current minimum wage rate set by the State of Illinois. Non- bargaining unit employees will not be offered the opportunity to work overtime.

"Tax Season" shall be defined as the period of time between the Treasurer's Office receives tax extensions until the tax sale.

ARTICLE 22 – WAGES

Section 22.1 – Hourly Rates

Classification	Years’ Service	12/1/22	12/1/23	12/1/24
Group 1	1	\$16.79	\$17.38	\$17.98
Group 2	2-3	\$17.00	\$17.60	\$18.21
Group 3	4-6	\$17.90	\$18.53	\$19.18
Group 4	7-8	\$19.86	\$20.55	\$21.27
Group 5	9 and Over	\$21.66	\$22.42	\$23.20

Section 22.2 – Deputy Treasurer and Deputy Collector

The Union and Employer agree to a Deputy Treasurer/Chief Accountant Classification. The Deputy Treasurer/Chief Accountant shall be paid three dollars (\$3.00) more per hour than the highest grid rate. This classification requires a minimum post-secondary education in accounting from an accredited college or school. This classification will not be filled through the bidding or bumping procedures and will be assigned at the discretion of the County Treasurer. In addition to regular work, the Deputy Treasurer/Chief Accountant may be assigned duties to assign work and check the work of other employees, as well as coordinating and instructing employees performing work of a like or related nature. The Deputy Treasurer/Chief Accountant shall have no authority to hire, discharge, reprimand, discipline, or effect changes in employee status or to effectively recommend such changes. In the event the Deputy Treasurer/Chief Accountant is removed from that position then he or she shall revert to the pay classification he or she previously enjoyed.

The Union and Employer agree to a Deputy Collector Classification. The Deputy Collector shall be paid two dollars (\$2.00) more per hour than the highest grid rate. This classification will be filled through Section 10.2 of the Agreement. In addition to regular work, the Deputy Collector position may be assigned duties specific to the classification and may assign work and check the work of other employees, as well as coordinating and instructing employees performing work of a like or related nature. The Deputy Collector shall have no authority to hire, discharge, reprimand, discipline, or effect changes in employee status or to effectively recommend such changes. In the event the Deputy Collector is removed from that position then he or she shall revert to the pay classification he or she previously enjoyed.

“The Treasurer may assign the Deputy Treasurer/Chief Accountant and the Deputy Collector classifications either concurrently to one employee or to separate employees.”

Section 22.3 – Longevity Recognition

Employees who have completed 5 years of continuous service shall receive annually \$250.00 on their first paycheck following the employee’s anniversary date.

Employees who have completed 10 years of continuous service shall receive annually \$500.00 on their first paycheck following the employee’s anniversary date.

Employees who have completed 15 years of continuous service shall receive annually \$750.00 on their first paycheck following the employee’s anniversary date.

Employees who have completed 20 years of continuous service shall receive annually \$1,000.00 on their first pay check following the employee’s anniversary date.

ARTICLE 23 – INSURANCE

Section 23.1 – Cost of Health Insurance

The Employer shall provide Health Insurance coverage to the employees covered by this Agreement. The Employer shall pay 90% of the cost and the employee shall pay 10% of the cost .

Health Insurance shall be available for dependents at the cost of the employee.

The Employer agrees to pay for 75% of the dependent premium.

Section 23.2 – Changes in Health Insurance

The Employer shall provide the employees with the current coverage, which was effective on January 1, 2020. The Union and the County recognize that insurance costs are likely to increase over time and that the County may, during the lifetime of this Agreement, find it to be in the best interests of the county to change the plan of insurance. Only in the event of a significant or substantial change in the plan would the duty to bargain arise.

The terms “significant or substantial” means a change in the order of greater than a twenty percent (20%) increase in the deductibles, the co-pays, and/or the prescription drug card program in any one policy year.

The Employer agrees to meet with an employee insurance advisory committee, composed of one (1) member of each bargaining unit, their Union Representative if desired and the authorized representative of the Employer, at dates mutually agreed to between April 1st and September 30th of each year of this Agreement.

The purpose of such meeting shall be to discuss insurance programs/options that will assist in cost containment. Such meetings shall be waived only by mutual written consent of the parties. The Employer will make all relevant information available and this committee will be empowered to research available hospitalization, dental, optical and other relevant plans provided by the Employer, comparing their costs-and benefits.

The advisory committee shall recommend to the Employer possible implementation of any such alternative plans and cost containment measures. The Adams County Board shall have the final authority to approve/disapprove such recommendations by the advisory committee members. Disputes are subject to grievance and arbitration procedures.

Nothing in this Section shall preclude remaining County Departments (i.e. Highway Dept., Administration, etc.) from equal representation on such advisory committee so long as their departmental members do not exceed the number of bargaining unit(s) members represented on the advisory committee.

Should an employee be granted a leave of absence for a non-medical reason for more than two (2) calendar weeks, he shall reimburse the County for the cost of the group health premium for that portion while on leave.

To qualify for the Adams County Group Health Plan, an employee must be scheduled to work at least thirty (30) hours per week.

Section 23.3 – Termination of Employment

Should the employee terminate employment or be placed on layoff status, the employee's life and health insurance will be maintained as long as permitted by the current insurance carrier, but not longer than the end of the month that the employee ends his active service for the County unless otherwise provided by law.

ARTICLE 24 – DRUG AND ALCOHOL TESTING

In accordance with the Drug Free Workplace Act and the parties' desire to maintain a drug free workplace, the following is Union-acknowledged Employer policy:

It is the policy of the Employer that the public has the right to expect persons employed by Adams County to be free from the effects of drugs, alcohol, and cannabis. The Employer has the right to expect the employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such a manner as to not violate the specified employee rights identified in this Article.

Section 24.1 – Drug and Alcohol Testing Permitted

Where the Employer has a reasonable suspicion to believe that an employee is impaired or under the influence of illegal drugs or alcohol during the course of the work day. The Employer will have the right to require the employee to submit to alcohol and/or drug testing. At least one (1) supervisor (who is not a member of the bargaining unit) must certify the basis for the reasonable suspicion(s) concerning the affected employee prior to any order to submit to the testing authorized herein. No test will be performed until a Union Steward, if present at the workplace is advised that a test will be administered.

In conducting the testing authorized by this Agreement the County shall:

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) 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 .04 or more based upon the grams of alcohol per 100 milliliters of blood to be considered positive. (Note: The foregoing standard shall not preclude the County from attempting to show that test results between .01 and .04 demonstrate that the employee was under the influence but the County shall bear the burden of proof in such cases.
- (c) With respect to cannabis testing, cannabis test results will only be used to substantiate the employer's good faith believe that an employee is impaired under

the influence of cannabis based on specific, articulable symptoms as described in the Cannabis Regulation and Tax Act, P.A. 100-0027.

Section 24.2 – Prohibitions

Consuming or possessing any illegal drugs at any time anywhere or consuming or possession of alcohol or cannabis (unless in accordance with duty requirements) during the work day or anywhere on County premises or job sites, including all County buildings, properties, vehicles, and while engaged in County business is prohibited. Possession or use of illegal drugs by any employee not engaged with duty requirements shall be considered a crime and the Employer will cooperate with the authorities should criminal charges be filed against any employee who is found in possession of illegal drugs or who is engaged in the selling of or dispensing illegal drugs on or off duty.

Section 24.3 – Order to Submit to Testing

The employee must take the test within sixty (60) minutes of receiving the written order to do so or it shall be deemed a refusal. The employee shall be permitted to consult with a representative of the Union at the time the order is given, but in any event the test must be taken within sixty (60) minutes of the employee being ordered to do so.

ARTICLE 25 – POLITICAL ACTIVITY

The Employer agrees to comply with the Local Governmental Employees Political Rights Act (50 ILCS 135/1-10).

Political activity during working hours will be prohibited. Employees may on their own time be active in political activity.

ARTICLE 26 – MISCELLANEOUS PROVISIONS

Section 26.1 – Safety and Health

The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment, and shall provide protection devices and other equipment necessary to protect the employees from injury and illness in conformance with statutory requirements.

Section 26.2 – Right to Know

The Employer will comply with Federal and State laws regarding the employee's right to obtain information regarding toxic substances in the work place. Inquiries shall be directed to the Employer. The employees shall use MSDS (Material Safety Data Sheets) information when handling toxic chemicals and shall perform work in a safe and prudent manner.

Section 26.3 – No Time Clocks

There shall be no employee time clocks.

Section 26.4 – Pension

I.M.R.F. benefits and contributions shall be calculated pursuant to the rules of the Illinois Municipal Retirement Fund.

Section 26.5 – Flu Shot Vaccination

Employees shall be offered annually a flu shot vaccination at no charge through the Adams County Health Department, if the employee is on the County’s health insurance plan.

Section 26.6 – Hepatitis B Vaccination

Employees who have job responsibilities that involve direct exposure and/or potential exposure to blood, body fluids, non-intact skin and mucous membranes of others shall be offered Hepatitis B vaccination at no charge through the Adams County Health Department. Eligibility shall be defined by the Adams County Health Department’s Blood-borne Pathogen Exposure Control Plan.

Section 26.7 – Health Club Membership

Employees shall be eligible for up to a two-hundred dollar (\$200.00) reimbursement per year for a Health Club membership. The employee shall provide a receipt to the Adams County Board Office indicating that payment has been made to a Health Club. Health Club shall be defined as a commercial facility that offers physical fitness equipment, classes and/or facilities for use by its members. Reimbursement shall be considered an employee benefit and shall be reported as such to the Internal Revenue Service.

ARTICLE 27 – COMPLETE AGREEMENT

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

ARTICLE 28 – SAVINGS CLAUSE

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 29 – DURATION

Section 29.1 – Term of Agreement

This Agreement shall be effective from December 1, 2022 and shall continue in full force and effect until midnight November 30, 2025, and thereafter from year to year, unless not more than one hundred and twenty (120) days, but not less than sixty (60) days prior to November 30,

2025, or any subsequent November 30th, either party gives written notice to the other of its intention to amend or terminate this Agreement. Negotiations for a new Agreement shall begin within thirty (30) days of such notice. If sixty (60) days after the commencement of negotiations no new Agreement has been reached1 either party may declare impasse.

Section 29.2 – Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new Agreement or part thereof between the parties, except that no step or wage adjustments shall be made unless the parties mutually agree.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures in Quincy, Illinois this _____ day of _____, 2022.

ADAMS COUNTY TREASURER

IAM&AW

Bryden Cory

Kevin Broemmer

ADAMS COUNTY BOARD CHAIR

Kent Snider

Cd/OPEIU #13
12/5/2022

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

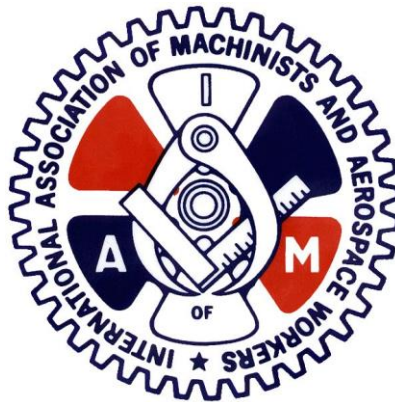
CHIEF JUDGE OF THE EIGHTH JUDICIAL CIRCUIT

AND

DISTRICT NO. 9

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO

JURY COMMISSION CLERK, JURY COMMISSION COORDINATOR, AND
SECRETARIES



December 01, 2022 through November 30, 2025

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ARTICLE 1
WORKING AGREEMENT– PREAMBLE

THIS AGREEMENT, made and entered into this 1st day of December, 2019 by and between the CHIEF JUDGE OF THE EIGHTH JUDICIAL CIRCUIT, hereinafter referred to as the “EMPLOYER” or the “CHIEF JUDGE” and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO and Local Lodge #822 – District #9, hereinafter referred to as the “UNION”, is for the exclusive joint use and benefit of the contracting parties as defined and set forth herein.

ARTICLE 2
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for its employees in the positions described below. Such recognition is pursuant to certification by the Illinois State Labor Relations Board (“ISLRB”) in Case No. S-RC-96-86 and revised on May 2, 2018 in Case No. S-UC-(S)-18-033.

Includes: All full-time and regular part-time employees of the Chief Judge of the Eighth Judicial Circuit in the following titles: Jury Commission Clerk; Jury Commission Coordinator; Secretary to Associate Judge.

Excludes: Chief Judge of the Eighth Judicial Circuit, Associate Judges, all other individuals employed by the Chief Judge of the Eighth Judicial Circuit, all employees of the County of Adams, and all confidential, managerial, supervisory and professional employees as defined by the Illinois Public Labor Relations Act.

ARTICLE 3
UNION RIGHTS

Section 3.1 – New Employee Orientation

The Employer will grant the Union twenty (20) minutes to orient, educate and update each new employee for the purpose of informing employees of their rights and obligations under this Collective Bargaining Agreement without loss of pay for the employees involved. New hires shall be given such orientation during the first week of their employment. This should be done in a fashion to cause a minimum of office disruption.

Section 3.2 – Union Exclusivity

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

Section 3.3 – Union Representatives Recognized

The Employer recognizes all elected Stewards selected by the Union, and paid representatives of the International Association of Machinists and Aerospace Workers in all matters relating but not limited to negotiating, grievances, interpretation of this Agreement or in any other appropriate Employer/Union matters. Union agrees to notify the Employer of any elected Stewards.

Section 3.4 – Duties of Representatives and Elected Officers

Subject to operational needs, one (1) designated Union representative (steward) or if the representative is unavailable, an alternate, may conduct the following business of the bargaining unit and no more than one (1) elected executive board member (President, Vice President, Recording Secretary, Financial Officer or Sgt. at Arms or Trustee) of Local Lodge 822 may conduct the following business of any of the Adams County bargaining units on the Employer's time:

1. The receiving, investigating and filing of complaints or grievances.
2. Participation in hearings.
3. Attendance at all joint meetings of Union Officials, Stewards, and Judicial Administration.
4. Attendance at Lodge meetings. In the event that the Union provides a week's notice of the need to release the Union representative or no more than one (1) of the members of the Local Lodge 822 Executive Board to attend a Lodge meeting, and provided that the Union will cooperate with the Employer by allowing reasonable rescheduling of other employees so as to allow for attendance of the designated persons, attendance may not be denied for operational reasons.

The Union will notify the Employer of any changes regarding selected representatives. The Union will provide the Employer a copy of all meeting notices that requires the elected representatives to be at said meetings.

In the event that any of these business items are performed during the employee's vacation, day off, holiday, non work shift, or any other non work time of the employee, the employee shall receive no compensation under this section.

Section 3.5 – Convention Delegates

One (1) steward from the bargaining unit and no more than one (1) of the members of the Executive Board of Local Lodge 822, if the board member is a member of the bargaining unit, shall be allowed time off without pay for State or International Conventions or the one (1) week educational program at Placid Harbor if elected as an official to such function. The Union will cooperate with the Employer by allowing reasonable rescheduling of other employees so as to accommodate such leaves.

Section 3.6 – Union Visitation

The authorized representative(s) of the International Association of Machinists and Aerospace Workers shall have reasonable access to the Employer's facilities after first notifying the

Employer or office supervisor of the purpose for the visit. While engaging in such visits, the representatives will seek to minimize disruptions to office operations, and will abide by reasonable security measures generally applicable to visitors to the office.

Section 3.7 – Bulletin Boards

The Employer will provide the Union with one (1) suitable bulletin board in a convenient place, upon which the Union may post its notices and communications.

Section 3.8 – Distribution of Agreement

The Employer will supply sufficient copies of this Agreement to the Union for distribution to members. All contract books will be printed by a union printer if the Employer has them printed on the outside.

Section 3.9 – Supervisors

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in accordance with past practice where such work is necessary to train a bargaining unit employee, or where the work could not otherwise be performed in a timely fashion. Such work shall not cause any layoffs or reductions of the bargaining unit. While it may be performed on an “as needed” basis, except for training purposes such work shall not be performed on a regularly scheduled basis. The Office Holder may perform any work that is necessary to perform his/her job and fulfill his/her statutory duties, including any work incidental to his/her job or statutory duties.

ARTICLE 4 DUES DEDUCTION

Section 4.1 – Dues Deduction Authorization

Upon receipt of assigned authorization form from an individual, the Employer will deduct from said employee’s pay the initiation, reinstatement fee, M.N.P.L. donation and monthly dues payable by him or her to the Union during the period set forth in said authorization.

Section 4.2 – Timing of Deductions

Deductions shall be made on account of such fees, and/or dues in, nearly as practicable, equal installments from bi-weekly payroll checks.

Section 4.3 – Tender of Dues to Union

The deductions shall be remitted to the Union no later than the fifteenth (15th) day of the month following the deductions made in the month. The Employer shall furnish the Union monthly with a written record of those for whom deductions have been made and the amount of the deductions.

Section 4.4 – Notice to Employer of Dues Information

The Secretary-Treasurer of the Union will from time to time notify the Employer in writing of the location in which the deductions are to be remitted, the amounts of initiation fees, reinstatement fees, and monthly dues.

Section 4.5 – Adjustments of Errors

In the event of under-deductions or over-deductions, adjustments will be made in the subsequent deductions.

Section 4.6 – Indemnify

The Union shall indemnify and save the Employer harmless against all and any claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon the authorization furnished to the Employer by the Union, or for the purpose of complying with any of the provisions of this Article.

ARTICLE 5
MANAGEMENT RIGHTS

Subject to the provisions of this Agreement the management of the operations of the Employer, the determination of its policies, budget, and operations, the manner of exercise of its statutory functions and the direction of its work force, including, but not limited to, the right to hire, promote, demote, transfer, allocate, assign and direct Employees; to discipline, suspend and discharge for just cause; to relieve Employees from duty because of lack of work or for other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections of work to be performed therein; to determine the quality; to determine the number of hours of work and shifts per work week, if any; to establish and change work schedules and assignments; the right to introduce new methods of operations; to eliminate or relocate; and to maintain efficiency in the departments and to take such actions in an emergency as are appropriate is vested exclusively in the Employer.

ARTICLE 6
SUBCONTRACTING

It is the general policy of the Employer to continue to utilize Employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interest of economy, improved work product, or emergency, provided that such subcontracting does not cause the layoff or reduction of the work force or reduction of work hours for bargaining unit Employees. The use of volunteers and interns may continue in accordance with past practice.

ARTICLE 7
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 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 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 Step 2 of the grievance procedure.

The second step grievance committee or arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- (a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's 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 8 **NON-DISCRIMINATION**

Section 8.1 – Prohibition Against Discrimination

The Employer and the Union shall not discriminate against any Employee covered by this Agreement in a manner which would violate any applicable laws. The Employer will continue to provide equal opportunity for all Employees and develop and apply equal employment practices.

Section 8.2 – Union Membership

Neither the Employer nor the Union shall interfere with the right of Employees covered by this Agreement to become or not become members of the Union and there shall be no discrimination against any such Employees because of Union membership or non-membership or the exercise

of their lawful rights.

Section 8.3 – Gender

Any reference in this Agreement to the male gender shall be construed to pertain to both male and female.

Section 8.4 – Alleged Violations

The parties agree that this Article cannot be the sole basis of a grievance if the Employee (or the union on the Employee's behalf) has filed a claim, charge or complaint related to the same or similar facts which is pending before an authorized administrative agency or court for resolution.

ARTICLE 9
NO STRIKE / NO LOCKOUT

Section 9.1 – No Strike Commitment

Neither the Union nor any Employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slowdown, 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. 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 or Employees covered by this Agreement by reason of any such action or conduct in the line of duty.

Section 9.2 – Resumption of Operations

In the event of action prohibited by Section 9.1, the Union immediately shall disavow such action and request the Employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations.

Section 9.3 – Discipline of Strikers

Any Employee who violates the provisions of Section 9.1 shall be subject to immediate discipline, up to and including discharge. Employees are hereby advised that the Employer will give serious consideration to discharge in such circumstances. Any action taken by the Employer against any Employee who participates in an action prohibited by Section 9.1 shall not be considered as a violation of this Agreement, 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.

Section 9.4 – No Lockout

The Employer will not lockout any Employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Union.

Section 9.5 – Union Liability

Upon the failure of the Union to comply with the provisions of Section 9.2, any agent or official of the Union who is an Employee covered by this Agreement may be subject to the provisions of Section 9.3.

ARTICLE 10 **SENIORITY**

Section 10.1 – Bargaining Unit Seniority - Definition

Bargaining Unit Seniority shall be defined as an Employee's length of continuous service in the bargaining unit. (Date of hire)

Section 10.2 – Bargaining Unit Seniority List

The Employer will post an up-to-date bargaining unit seniority list on the bulletin board.

Section 10.3 – Breaks in Seniority

Seniority and the employment relationship shall be terminated when an Employee:

1. Resigns or retires, or
2. Is discharged for proper cause, or
3. If absent for three (3) consecutive work days and does not report for work at the beginning of the fourth (4th) consecutive work day without notifying the Employee's supervisor, or
4. Has been laid off for a period of three (3) years, or
5. Is laid-off and fails to report to work when recalled within a period of ten (10) working days. If the Employee requests, in writing, additional time to return to work, said time may be granted. While on lay-off, it shall be the responsibility of the Employee to keep the Employer informed of the Employee's current address and telephone number. If a recall notice is not properly delivered because of the Employee's failure to meet this obligation, the Employee may be discharged at the Employer's discretion.

Section 10.4 – New Hire

All Employees shall be on new hire probation for the first six (6) months of their employment. The probation period may be extended by agreement among the Employer, the Employee and the Union. Employees may be disciplined while on a new hire probation and shall have no recourse to the grievance procedure.

Section 10.5 – Seniority Retention

When an Employee transfers employment from one Adams County office to another, said Employee carries over seniority for vacation accrual and pay purposes. An Employee who terminates employment with Adams County but who seeks to return and is rehired within six (6) months carries over that Employee's previously accrued seniority for vacation accrual and pay

purposes. In the event that more than six (6) months have passed, the Employer may negotiate with the Employee with regard to the vacation and pay level in which the Employee shall be placed. This Section shall not be construed to mean that a former Employee has the right to be rehired, that a current Employee has a right to be transferred or that a transfer is guaranteed.

ARTICLE 11 **BIDDING**

Section 11.1 – Posting of Vacancies

When a new job opening is created or a vacancy exists within recognized Union position classifications, said job shall be posted for seven (7) working days on the bulletin board. Such posting shall state the job classification available, rate of pay, qualifications, number of openings available and the date and hour the bidding will be closed.

Section 11.2 – Bidding Process - Office by Office

To be eligible to bid, an Employee must work in the office where the vacancy exists. Eligible Employees within the Bargaining unit, interested in bidding such openings must sign a bid slip and give it to his/her union representative who will deposit said slip with the appropriate Department Head or his/her designated representative. Employees on active employment probation are not eligible to bid. An Employee cannot withdraw his/her bid once it has been given to the union representative.

Said opening(s) shall be awarded by ability and qualifications of those who have bid on said opening(s). Seniority shall govern when the ability and qualifications of Employees involved to perform work required are relatively equal.

If more than two (2) additional vacancies are created by filling an initial vacancy, the Employer may fill that fourth vacancy and subsequent resulting vacancies by means other than the process specified in this Article.

Section 11.3 – Successful Bids

All bid forms shall be made available for review on request from the Union. The Employer will notify the successful bidders no later than five (5) days after the bidding is closed.

The first forty-five (45) days in the new position shall be a probationary period. At any time during this period, the Employer may return the Employee to the position held prior to bidding or the Employee may choose to return to the position held prior to bidding. This forty-five (45) day period may be extended upon mutual agreement among the Employer, the Employee, and the Union.

Section 11.4 – Lack of Successful Bids

If no Employee has bid on the vacancy, the Employer may award the vacancy to any Employee subject to the Employee's consent; recall an Employee who is on layoff; leave the vacancy open; or hire a new Employee. However, no new Employee may be hired until all Employees on layoff are recalled who have the ability and qualifications and are capable of performing the job.

ARTICLE 12
PERSONNEL RECORDS

Section 12.1 – Access

The Employer and the Union agree to abide by all applicable State and Federal laws relating to Employee(s) access to their personnel records during the term of this Agreement.

Section 12.2 – Removal

Any received documentation of discipline shall be removed from an Employee's personnel file in accordance with the following schedule:

- (a) Oral or Written Reprimand – one (1) year without the same or similar misconduct.
- (b) Suspensions – three (3) years without the same or similar misconduct.

Such removal shall be at the request of the Employee but, in any case, shall not be used against the Employee.

The provisions of this section shall be inapplicable if the stated reason for discipline was Employee action that constitutes a willful violation of a court order of confidentiality, action jeopardizing the security of the Employees, or violations of the County's anti-harassment policy.

ARTICLE 13
EMPLOYEE DISCIPLINE

Section 13.1 – Just Cause

The Employer and the Union agree with the tenets of progressive and corrective discipline to improve behavior and/or performance. Nevertheless, severe discipline, up to and including discharge, may be appropriate so long as the discipline is commensurate with the severity of the offense. Discipline shall normally be limited to:

- A) Oral Reprimand
- B) Written Reprimand
- C) Suspension
- D) Discharge

Non-probationary Employees shall not be discharged, suspended, reprimanded, relieved from duty or otherwise disciplined in any manner without just cause. If the Employer has reason to reprimand an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or the public. Discipline shall be administered in a timely manner depending on the circumstances of such discipline.

Section 13.2 – Oral Reprimands

When an oral reprimand is given, the supervisor must inform the Employee that he/she is

receiving an oral reprimand and the reasons for the discipline. Oral reprimands will be recorded in the Employee's personnel file by a written memorandum clearly designated as a written notation of an oral reprimand. A copy of the notation shall be provided to the Employee.

Section 13.3 – Notice to Union

In the event of disciplinary action, the Employer shall promptly furnish the Employee, Union Committee person and Business Representative with a clear and concise written statement of the reasons therefore. In the case of an oral reprimand, the written statement shall be a copy of the notation referenced in Section 2. An Employee shall be entitled to the presence of a Union representative at all meetings for which the Employee has reasonable grounds to believe that the meeting may be used to support the disciplinary action. However, nothing herein shall prohibit supervisors from presenting the written statement to an Employee in the absence of a Union representative providing that there is no discussion at the time of the substance of the discipline. In addition, nothing herein shall provide the Employee the right to refuse to meet with a supervisor about business related non-disciplinary matters.

ARTICLE 14 **GRIEVANCE**

Section 14.1

A grievance is a dispute or difference of opinion between the Employer and the Union, or between the Employer and an employee(s) concerning the breach, violations, meaning, or application of any of the terms or conditions of this Agreement.

Step 1- The aggrieved employee(s) shall present their grievance to the Chief Judge within five (5) working days following when the employee knew or should have known of said grievance and if they wish may be accompanied by the steward. The Chief Judge shall answer said grievance within five (5) working days.

Step 2- If not settled in Step 1, the Chief Judge or designee of the Chief Judge shall be notified, in writing, by the Union and shall schedule a meeting between the Representative of the Local Union, International Union, the Steward, associated representative of the Employer/supervisor and aggrieved employee if requested within ten (10) work days. The Chief Judge/designee shall give a written reply to the Steward and Union office within five (5) work days of said Step 2 meeting.

Step 3- The Union must notify the Employer of its intent to arbitrate within thirty (30) working days of the Step 2 answer. The parties shall jointly request a list of seven (7) arbitrators from FMCS within ten (10) work days after notification. Either party may reject the initial list and request a second list from FMCS within ten (10) work days after receipt. Following a coin toss to determine the first strike, the parties shall alternately strike names until only one remains, the remaining name shall be the arbitrator to be appointed.

The arbitrator shall have no power to add to, subtract from, or modify any of the provisions of

this Agreement. The arbitrator may consider and decide only the particular issue or issues presented to him by the Employer and the Union, and his decision must be based solely upon an interpretation of the provisions of this Agreement. The arbitrator shall render a decision not later than thirty (30) days from the day of the arbitration hearing. The arbitrator's decision shall be final and binding on the parties. All costs of the arbitration, except witness fees, shall be paid equally by the Employer and the Union. All hearings are to be held in Quincy, Illinois.

Section 14.2

Should an appeal not be given by either the grievant or the Union within the specified time limits, the grievance will be considered to have been settled.

Section 14.3

Unless otherwise noted, all time limits set forth in each of the steps shall be exclusive of Saturdays, Sundays, and holidays or any day observed as a holiday unless so noted to the contrary. Both parties may mutually agree to extend the time limits allotted to any step in the grievance arbitration procedure.

Section 14.4

Discharge cases shall be taken up in Step 2 of the grievance procedure within three (3) work days from the date of discharge; otherwise, any grievance pertaining to said discharge will be deemed to have been waived.

ARTICLE 15
LAYOFFS

Section 15.1 – Layoffs

In the event of a job discontinuance or a layoff, employees with the least hire date seniority in the affected classification within the affected office, shall be removed from their classification. The Employer shall notify the Union thirty (30) days prior to the intended effective date of a layoff.

The Union may request to negotiate alternatives to the layoff with the Employer. Any employee to be laid off will be notified fourteen (14) calendar days prior to the effective date of the layoff. Probationary employees and summer help shall be laid off prior to any non- probationary employees being laid off

Section 15.2 – Bumping Rights

Employees removed from the affected classifications shall exercise their hire date seniority in any other classification within the office in which the employee has previously held, can perform the work, or can become qualified to perform within forty-five (45) working days, which time period may be extended by mutual agreement in cases where higher skilled positions are effected, if such hire date seniority is great enough to obtain a job. If said employee becomes qualified, then the employee with the last hire date in the classification within the office will be displaced. If said employee cannot become qualified within forty-five (45) working days, he shall be laid off.

Employees bumped from any classification in accordance with these provisions shall exercise their hire date seniority in the same manner in any classification in which they can perform the work or can become qualified to perform the work within forty-five (45) working days.

Section 15.3 – Recall

Subject to the provision of Section 10.3, laid off employees shall be eligible for recall in the reverse order of layoff to the job classification from which they were removed or to a job classification which the employee previously held.

If a recall notice is not properly delivered because of the employee's failure to meet the obligation of informing the Employer of the employee's most current residence while on layoff, the employee maybe discharged at the Employer's discretion unless the employee was unable to supply the information for a reason beyond the employee's control.

ARTICLE 16
NEW TECHNOLOGY

It is the Employer's policy to assure that training is available for affected employees so that they may have the opportunity to acquire the knowledge and skills to participate in and share the benefits of the continuous improvement process.

The Employer shall not use technological changes for the sole purpose of converting jobs from bargaining unit status to non-bargaining unit status.

ARTICLE 17
LEAVES OF ABSENCE

Section 17.1 – General Leave

The Employer may grant regular employees leaves of absence without pay for a period not to exceed three (3) calendar months in any twelve (12) month period for purposes that are deemed beneficial to the Employer's service. Such leave may be extended for good cause by the Employer for an additional period not to exceed three (3) calendar months.

Upon return from a general leave, the employee will return to a position equivalent to the one held prior to taking the leave.

An employee who fails to provide a reasonable excuse and notice to the Employer and fails to return to work at the time specified in his request for leave shall be considered to have abandoned his position and shall be terminated.

An employee may use accumulated vacation or personal days before being placed on an unpaid general leave.

Section 17.2 – Military Leave

The Employer agrees to follow all State and Federal Laws regarding Military Leave.

Section 17.3 – Jury Duty

Any employee who is called and thereby required to appear for jury service, witness service, or a coroner's panel shall be excused for each day of service falling on his regular workdays with pay. The employee must immediately return to work upon being excused from jury duty. Failure to immediately return to work upon being excused from jury duty may subject an employee to discipline. The employee shall return the check received for jury duty.

Section 17.4 – Court Appearance

Attendance at a court or quasi-judicial hearing as required by subpoena or notice to appear that is directly job related is an official duty assignment and the Employer shall be notified of said duty. Permission to omit this duty must be obtained from the Judge, attorney handling the case, or other competent court official. Once an employee is served with a subpoena or notice to appear, it will remain in effect until canceled by a competent court official. Employees shall make every effort to keep themselves informed of the status of their court cases and to be available to give court testimony as required.

When employees are required to appear in court, and where said appearance is related to their duties as an employee of the Chief Judge, they shall be compensated with overtime pay at one and one-half (1 1/2) times their hourly rate, if said appearance is made during off duty time.

When employees are required to appear in court for reasons other than work related, the required time off must be approved by the Employer and the employee may utilize appropriate time off such as personal time and/or time off without pay.

Section 17.5 – Medical Leave

Regular employees who have utilized twenty (20) sick days or have exhausted all sick leave and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, may be granted an unpaid disability leave. This Section in no way affects IMRF eligibility or IMRF benefits. Such leave will not be granted for a period in excess of three (3) months but may be extended upon written request by the employee for an additional period of up to three (3) months, at the Employer's discretion.

Additional three (3) month extensions may be granted by the Employer if a physician certifies that the leave is a bonafide medical emergency or illness. The Employer may require an independent medical examination before approving the final leave extension. Prior to requesting said leave, the employee shall inform the Employer in writing about the nature of the disability and length of time needed for leave. The request for said leave shall be accompanied by a written statement from the attending physician which includes the diagnosis, prognosis and expected duration of the disability. If the Employer has reason to believe the employee is able to perform his regular assigned duties and the employee's physician certifies him as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician of its

choosing as to the employee's ability to return to work. Such examination shall be paid for by the Employer. During said leave, the disabled employee shall provide written verification by a licensed physician at the Employer's request. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability. Such leave cannot be arbitrarily or capriciously denied.

Members of the bargaining unit shall be granted leave pursuant to the Family and Medical Leave Act.

Section 17.6 – Personal Days

Each employee shall be granted up to (3) three days off annually to be used for personal reasons which cannot be scheduled outside of the employee's work time. Personal time is not cumulative from one calendar year to another. An employee will not be compensated for unused personal time. Personal time may be used in increments of one-half (1/2) hours or more.

Section 17.7 – Bereavement Leave

Employees shall be granted paid bereavement leave from date of death through the day after the funeral but not more than a total of three (3) days, if a death occurs to one of the following: mother, father, sister, brother, step-mother, step-father, step-brother, step-sister, grandparents, spouse's grandparents, grandchildren, son or daughter-in-law, brother or sister-in-law, mother or father-in-law, legal guardian or other relatives that are members of the employee's household at the time of death. Employee shall be granted paid bereavement leave off from date of death through the day after the funeral but not more than a total of five (5) days if a death occurs to one of the following: spouse or domestic partner, children, and stepchildren.

Any days not previously scheduled to be worked shall not be paid. Employees must notify the Steward and Supervisor in charge before leave is taken. Upon returning to work, the employee shall sign a statement attesting to the relationship of the deceased.

Requests for time off for other funerals or additional time off shall be addressed through the use of paid accrued time off.

Employees attending a funeral as specified in the preceding paragraphs, which falls during any scheduled vacation time, shall not be charged vacation time for that day.

ARTICLE 18
TEMPORARY TRANSFERS

Employees temporarily transferred to a higher-rated classification other than their own shall receive the maximum rate for the new classification for the entire period. An employee who is required to work in a classification which is compensated at a lower rate than the employee's present rate shall continue to receive his present rate.

ARTICLE 19
HOLIDAYS

All employees shall have time off with full pay for the following holidays:

- | | |
|-------------------------------|------------------------|
| New Year's Day | Juneteenth |
| Martin Luther King's Birthday | Labor Day |
| Lincoln's Birthday | Columbus Day |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Independence Day | Christmas Eve Day |
| | Christmas Day |

Holidays which fall on Saturday will be celebrated on Friday. Those holidays falling on Sunday will be celebrated on Monday. In addition to normal holiday pay, employees who are required to work any listed holiday shall receive double time for hours worked and shall receive a minimum pay of two hours at double time. In the event Christmas Eve Day falls on a Sunday, it will be celebrated on the preceding Friday.

ARTICLE 20
VACATIONS

Section 20.1 – Accruals

Employees hired after the union ratification of this Agreement (12/1/1997) shall accrue paid vacation time according to the following schedule for the purpose of the vacation article:

1 week = 5 work days, 2 weeks = 10 work days, etc.

- | | |
|----------------------------|---------|
| 1 year to 9 years..... | 2 weeks |
| 10 years to 14 years | 3 weeks |
| 15 years and over..... | 4 weeks |

Employees will not carry over more than two (2) weeks of vacation from one (1) calendar year into the next.

Adams County encourages you to use your vacation time. You are eligible to begin using vacation after 30 days of employment and may use up to negative 40 hours before accrual.

Section 20.2 – Usage

An employee shall continue to accrue vacation while on any compensated leave (i.e. vacation, holidays, sick leave, compensatory, emergency or injury, etc.). When a holiday or a funeral leave (as provided for in this Agreement) occurs during an employee's assigned vacation and the employee is entitled to the holiday or to a paid leave of absence, then such entitlement will not be counted as part of the employee's vacation time.

Employee's will be able to donate any unused vacation time to a co-worker that is in need because of Health Issues. The Employee Handbook will dictate this Policy.

Section 20.3 – Conflicts

In the case of conflicting dates among bargaining unit members, seniority shall govern.

Section 20.4 – Vacation Schedules

Vacations will be scheduled and awarded per present practice. Requests will be awarded by seniority unless otherwise previously approved.

Section 20.5 – Limitation

No more than two (2) weeks of vacation may be used at any one time unless otherwise approved.

ARTICLE 21 **SICK LEAVE**

All employees will accrue sick leave at a rate not to exceed ten (10) working days per calendar year. Sick leave may be carried over from year to year and accumulate up to a maximum of ninety (90) working days for use during the course of employment. Any sick leave accrued in excess of the ninety (90) work day maximum may be accumulated up to a maximum of two hundred forty (240) work days for the sole purpose of converting to IMRF service credit upon retirement, if allowable by law.

Employee's will be able to donate any unused sick time to a co-worker that is in need because of Health Issues. The Employee Handbook will dictate this Policy.

Sick time shall not be paid out upon separation, termination, or retirement.

Sick leave may be used for illness, disability, injury, appointments with a doctor, dentist or other professional medical practitioner for the employee. Up to ten (10) days of sick leave may be used for illness, disability, injury, appointments with a doctor, dentist or other professional medical practitioner for a child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent when the employee's presence is necessary. Sick leave may be used in increments of no less than one-half (1/2) hour at a time.

If an employee is absent from work because of illness or a non-job related accident for three (3) or more consecutive workdays, upon the employee's return to work such employee shall be required to present a certificate signed by a licensed physician in order to qualify for sick leave benefits.

Any employee who is ill for more than ten (10) consecutive workdays may be required by the Employer to secure and submit, at the employee's expense, for record a physician's certificate

and release, certifying what illness or injury has prevented work and an estimated date that the employee may be fit to return to work.

The abuse of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

ARTICLE 22
HOURS AND OVERTIME

The normal work hours shall be 8:30 a.m. to 4:30 p.m., Monday through Friday, inclusive per present practice with a fifteen (15) minute break in the morning, a one (1) hour lunch period at or around the noon hour, and a fifteen (15) minute break in the afternoon.

Employees may trade break and lunch schedule times as long as such trades have the prior approval of management.

When employees are required to work during their lunch period, and receive no equivalent time off during the same shift at a reasonable alternative time, then they shall have such time treated as hours worked and shall be paid at the appropriate straight or overtime rate, whichever is applicable.

All authorized overtime worked by full time employees in excess of forty (40) hours in a week shall be paid at one and one-half (1.5) times the employee's straight hourly rate of pay. Any pay received for holidays, vacations, or illness in lieu of work shall be considered a part of the normal work week for purposes of computing overtime.

Flexible Hours

Notwithstanding the above-mentioned work hours, employees may be allowed to work flexible hours by mutual agreement only between the Office Holder and the employee. At any time the employee or Office Holder can say no and the above- mentioned work hours will control.

ARTICLE 23
WAGES

Classification	Years of Service	12/1/22	12/1/23	12/1/24
Group 1	1-3	\$16.92	\$17.68	\$18.48
Group 2	4-6	\$18.20	\$19.02	\$19.88
Group 3	7-8	\$20.20	\$21.11	\$22.06
Group 4	9 & Over	\$21.81	\$22.75	\$23.77

There shall be a Two Dollar and Seventy-seven Cents (\$2.77) per hour wage differential paid to the employee assigned to perform the duties of the law library. This differential shall not be applicable to any present or future employee other than the individual who held that position on December 1, 2019.

Note: Each group above begins on the employee's first day of service in that group.

Example: Group 2 starts when the employee has completed three (3) years of service.

Employees who have completed 5 years of continuous service shall receive annually \$250.00 on their first paycheck following the employee's anniversary date.

Employees who have completed 10 years of continuous service shall receive annually \$500.00 on their first paycheck following the employee's anniversary date.

Employees who have completed 15 years of continuous service shall receive annually \$750.00 on their first paycheck following the employee's anniversary date.

Employees who have completed 20 years of continuous service shall receive annually \$1,000.00 on their first paycheck following the employee's anniversary date.

All pay raises and longevity pay shall be paid retroactive back to 12-1-19.

ARTICLE 24 INSURANCE

Section 24.1 – Cost of Health Insurance

The Employer shall provide Health Insurance coverage to the employees covered by this Agreement.

Section 24.2 – Changes in Health Insurance

The Employer shall provide the employees with the current coverage, which was effective on January 1, 2020. The Union and the County recognize that insurance costs are likely to increase over time and that the County may during the lifetime of this Agreement find it to be in the best interests of the County to change the plan of insurance. Only in the event of a significant or substantial change in the plan would the duty to bargain arise.

The terms "significant or substantial" means a change in the order of greater than a twenty percent (20%) increase in the deductibles, the co-pays, and/or the prescription drug card program in any one policy year.

The Employer agrees to meet with an employee insurance advisory committee, composed of one (1) member of each bargaining unit, their Union representative if desired and the authorized representative of the Employer, at dates mutually agreed to between June 1st and October 31st of each year of this Agreement.

The purpose of such meeting shall be to discuss insurance programs/options that will assist in cost containment. Such meetings shall be waived only by mutual written consent of the parties. The Employer will make all relevant information available and this committee will be empowered to research available hospitalization, dental, optical and other relevant plans provided by the Employer, comparing their costs and benefits.

The advisory committee shall recommend to the Employer possible implementation of any such alternative plans and cost containment measures. The Adams County Board shall have the final authority to approve/disapprove such recommendations by the advisory committee members. Disputes are subject to grievance and arbitration procedures.

Nothing in this Section shall preclude remaining County departments (i.e. Highway Dept., Administration, etc.) from equal representation on such advisory committee so long as their departmental members do not exceed the number of bargaining unit(s) members.

Should an employee be granted a leave of absence for a non-medical reason for more than two (2) calendar weeks, he shall reimburse the County for the cost of the group health premium for that portion while on leave.

To qualify for the Adams County Group Health Plan, an employee must be scheduled to work at least thirty (30) hours per week.

Section 24.3 – Termination of Employment

Should the employee terminate employment or be placed on layoff status, the employee's life and health insurance will be maintained as long as permitted by the current insurance carrier, but not longer than the end of the month that the employee ends his active service for the County unless otherwise provided by law.

ARTICLE 25 DRUG & ALCOHOL TESTING

Section 25.1

Where the Employer has a reasonable suspicion to believe that an employee is impaired or under the influence of illegal drugs, alcohol, or cannabis during the course of the work day, the Employer will have the right to require the employee to submit to alcohol and/or drug testing. At least one (1) supervisor (who is not a member of the bargaining unit) must certify the basis for the reasonable suspicion(s) concerning the affected employee prior to any order to submit to the testing authorized herein. No test will be performed until a Union Steward, if present at the workplace, is advised that a test will be administered.

In conducting the testing authorized by this Agreement, the County shall:

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) 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 .04 or more based upon the grams of alcohol per 100 milliliters of blood are to be considered positive. (Note: The foregoing standard shall not preclude the County from attempting to show that test results between .01 and .04 demonstrate that the employee was under the influence but the County shall bear the burden of proof in such cases.)
- (c) With respect to cannabis testing, cannabis test results will only be used to substantiate the employer's good faith belief that an employee is impaired or under the influence of cannabis based on specific, articulable symptoms as described in the Cannabis Regulation and Tax Act, P.A. 101-0027.

Section 25.2 – Prohibitions

Consuming or possessing any illegal drugs at any time anywhere or consuming or possession of alcohol or cannabis (unless in accordance with duty requirements) during the work day or anywhere on County premises or job sites, including all County Buildings, Properties, Vehicles, and while engaged in County business. Possession or use of illegal drugs by an employee not engaged with duty requirements shall be considered a crime and the Employer will cooperate with authorities should criminal charges be filed against any employee who is found in possession of illegal drugs or who is engaged in the selling of or dispensing of illegal drugs on or off duty.

Section 25.3 – Order to Submit to Testing

The employee must take the test within sixty (60) minutes of receiving the written order to do so or it shall be deemed a refusal. The employee shall be permitted to consult with a representative of the Union at the time the order is given, but in any event the test must be taken within sixty (60) minutes of the employee being ordered to do so.

ARTICLE 26 **POLITICAL ACTIVITY**

The Employer agrees to comply with the Local Governmental Employees Political Rights Act. (50 ILCS 135/10).

Political activity during working hours will be prohibited. Employees may on their own time be active in political activity.

ARTICLE 27
MISCELLANEOUS PROVISIONS

Section 27.1 – Employer to Replace Personal Effects

The Employer agrees to repair or replace as necessary an employee's personal effects up to a total of five hundred dollars (\$500.00), eye glasses and contact lenses if during the course of the employee's duties the employee is required to exert physical force or is attacked by another person. Such reimbursement is conditional upon employee compliance with department policy regarding removal of valuables when reasonable, prior to restraining a juvenile.

Section 27.2 – Training

The Employer shall pay for tuition, books or fees of all mandatory training, and shall reimburse the employee for mileage related to the training per the existing County rate. Additionally, relative to such training, the Department's meal reimbursement policy and practice shall remain in effect.

Section 27.3 – Pension

I.M.R.F. benefits and contributions shall be calculated pursuant to the rules of the Illinois Municipal Retirement Fund.

Section 27.4

When not addressed by this Agreement, when ambiguously addressed in this Agreement or when not specifically addressed in negotiation of this Agreement existing past practices in respect to major conditions of employment are to be regarded as included within this Agreement.

Such past practice to be binding on both parties must be:

- A. unequivocal
- B. clearly enunciated and acted upon
- C. readily ascertainable over a reasonable period of time as a fixed, and established practice accepted by both parties.

Mutual acceptance of a past practice may be tacit (an implied mutual agreement) arising by inference from the circumstances.

In determining whether or not something is a major condition of employment the following shall govern:

- A. Matters which involve the operation or direction of the work force shall tend not to be considered a major condition of employment.
- B. Matters involving a personal benefit to an employee shall tend to be considered a major condition of employment.

ARTICLE 28

Flu Shot Vaccination, Hepatitis B Vaccination, and Health Club Membership

Section 28.1 – Flu shot Vaccination

Employees shall be offered annually a flu shot vaccination at no charge through the Adams County Health Department.

Section 28.2 – Hepatitis B Vaccination

Employees who have job responsibilities that involve direct exposure and/or potential exposure to blood, body fluids, non-intact skin and mucous membranes of others shall be offered Hepatitis B vaccination at no charge through the Adams County Health Department. Eligibility shall be defined by the Adams County Health Department's Blood Borne Pathogen Exposure Control Plan.

Section 28.3 – Health Club Membership

Employees shall be eligible for up to a \$200.00 reimbursement per year for a Health Club membership. The employee shall provide a receipt to the Adams County Clerk's Office indicating that payment has been made to a Health Club. Health Club shall be defined as a commercial facility that offers physical fitness equipment, classes and/or facilities for use by its members. Reimbursement shall be considered an employee benefit and shall be reported as such to the Internal Revenue Service.

ARTICLE 29

COMPLETE AGREEMENT

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

ARTICLE 30

SAVINGS CLAUSE

If any provisions of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by an 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 31
DURATION

Section 31.1 – Term of Agreement

This Agreement shall be effective from December 1, 2022, and shall continue in full force and effect until midnight November 30, 2025, and thereafter from year to year unless not more than one hundred and twenty (120) days, but not less than sixty (60) days prior to November 30, 2025, or any subsequent November 30, either party gives written notice to the other of its intention to amend or terminate this Agreement. Negotiations for a new Agreement shall begin within thirty (30) days of such notice. If sixty (60) days after the commencement of negotiations, no new agreement has been reached, either party may declare impasse.

Section 31.2 – Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new Agreement or part thereof between the parties, except that no step or wage adjustments shall be made, unless the parties mutually agree.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures in Quincy, Illinois this day.

For the Employer:

For the Union:

Honorable J. Frank McCartney
Chief Judge, Eighth Judicial Circuit

Kevin Broemmer
International Association of Machinists and
Aerospace Workers, Dist. No. 9

Date

Date

cd/OPEIU#13
12/5/2022

RESOLUTION NO. 2022-12-001-002

AMENDED RESOLUTION FOR REIMBURSEMENT TO ADAMS COUNTY

WHEREAS, the American Rescue Plan Act provides for State and Local Fiscal Recovery Funds, a definition which includes Adams County, Illinois; and

WHEREAS, the United States Treasury Department was tasked with the administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE; and


WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE; and

WHEREAS, Adams County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Adams County to use available AMERICAN RESCUE PLAN ACT STATE AND LOCAL FISCAL RECOVERY FUNDS for “a broad range of government services, programs, and projects outside of typical eligible used of recovery funds under the final rule” and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE; and

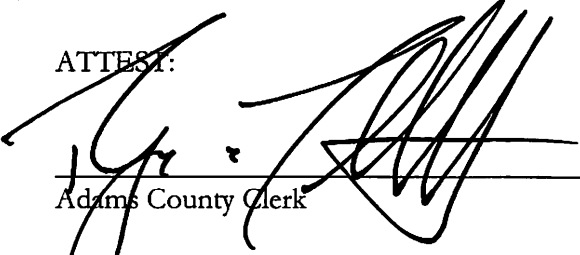
NOW THEREFORE, the Adams County Treasurer shall make American Rescue Plan Act State and Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. Reimbursement of \$700,655.02 to Adams County’s COVID-19 Fund for financial losses resulting from the COVID-19 pandemic up through and including November 30th, 2021, to take place in Fiscal Year 2022.

Passed by the Board of Adams County this 13 day of December 2022.



 Adams County Chairman

ATTEST:


 Adams County Clerk

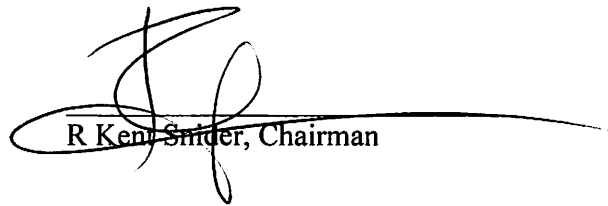


RESOLUTION NUMBER 2022-12-161-001

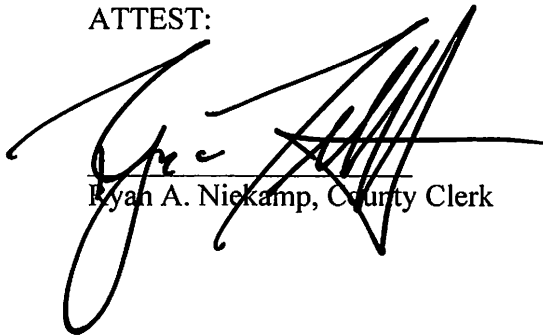
**RESOLUTION FOR THE APPROVAL OF AN ORDINANCE #2022-12-161-001
TO INCREASE THE ANNUAL SALARY OF THE SUPERVISOR OF
ASSESSMENTS**

Resolved, that the Supervisor of Assessments' annual salary be increased to \$71,741.00 effective December 1, 2022.

PASSED THIS 13 DAY OF December, IN THE YEAR 2022.


R Kent Sinder, Chairman

ATTEST:


Ryan A. Niekamp, County Clerk



COUNTY OF ADAMS
Adams County Board

C-2

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LEVY WORKSHEET

Rate Setting EAV (Total+Overlap)		1,406,830,397				1,465,917,274		1,406,830,397		
Current Tax Year:										
Upcoming Tax Year										
(Projected Percentage Increase):		4.20%		1,465,917,274		1,465,917,274		1,406,830,397		
OLD FUND #	FUND	LEVY REQUEST						CURRENT TAX YEAR		
		ORIGINAL	FINAL	MAXIMUM RATE	MAXIMUM REQUEST	CALCULATED RATE	ESTIMATED TAX PER \$100,000 FCV (\$33,333 EAV)	LEVY REQUEST	CALCULATED RATE	ESTIMATED TAX PER \$100,000 FCV (\$33,333 EAV)
001	001 - COUNTY GENERAL	3,800,000	3,800,000	0.27000	3,957,977	0.25923	86	3,750,047	0.26656	89
047	011 - SOCIAL SECURITY	1,300,000	1,300,000			0.08869	30	1,300,052	0.09241	31
005	012 - ILLINOIS MUNICIPAL RETIREMENT	1,500,000	1,500,000			0.10233	34	1,500,129	0.11374	38
035	021 - LIABILITY INSURANCE	800,000	800,000			0.05458	18	650,096	0.04621	15
006	501 - COUNTY HIGHWAY	1,470,000	1,400,000	0.10000	1,465,917	0.09551	32	1,100,141	0.07820	26
008	502 - COUNTY BRIDGE	725,000	400,000	0.05000	732,959	0.02729	9	400,103	0.02844	9
021	503 - MATCHING TAX	680,000	680,000	0.05000	732,959	0.04639	15	680,062	0.04834	16
022	601 - COUNTY HEALTH	25,000	25,000	0.10000	1,465,917	0.00171	1	25,042	0.00178	1
020	611 - TUBERCULOSIS TREATMENT BOARD	70,000	70,000	0.07500	1,099,438	0.00478	2	65,136	0.00463	2
	053 - EXTENSION EDUCATION	135,000	135,000	0.05000	732,959	0.00921	3	135,056	0.00960	3
064	621 - AMBULANCE SERVICE	1,500,000	1,000,000	0.25000	3,664,793	0.06822	23	1,000,116	0.07109	24
106	702 - DEVELOPMENTALLY DISABLED	600,000	600,000	0.10000	1,465,917	0.04094	14	575,112	0.04088	14
003	801 - BOND REPAYMENT			0.05000	732,959					
003A	802 - JAIL BOND REPAYMENT			0.10000	1,465,917					
TOTAL:		12,605,000	11,710,000	103.8020%		0.79888	266	\$ 11,281,092	0.80188	267
REMAINING (5% Increase):			\$ 135,146							

COUNTY OF ADAMS
Adams County Board

LEVY WORKSHEET

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C-2

Rate Setting EAV (Total+Overlap)											
Current Tax Year:		365 Days									
Upcoming Tax Year		12/1/2022									
(Projected Percentage Increase):											
OLD FUND #	FUND	ANTICIPATED REVENUE	PROJECTED EXPENSES	PROJECTED SURPLUS OR (DEFICIT)	FUND BALANCES (LEVIED FUNDS)						100.0% Projected
					11/30/2019	11/30/2020	11/30/2021	11/30/2020	11/30/2021	11/30/2022	12/1/2023
001	001 - COUNTY GENERAL	18,922,971	20,166,053	(1,243,082)	353,385	(658,951)	(574,368)	(658,951)	(574,368)	1,912,162	669,081
047	011 - SOCIAL SECURITY	1,308,500	1,300,000	8,500	357,590	20,497	13,067	20,497	13,067	(26,513)	(18,013)
005	012 - ILLINOIS MUNICIPAL RETIREMENT	2,010,500	2,000,000	10,500	576,212	422,234	548,439	422,234	548,439	1,698,623	1,709,123
035	021 - LIABILITY INSURANCE	805,600	765,000	40,600	227,824	43,669	86,258	43,669	86,258	52,366	92,966
006	501 - COUNTY HIGHWAY	1,680,000	1,750,000	(70,000)	1,588,604	1,293,088	1,340,813	1,293,088	1,340,813	1,233,752	1,163,752
008	502 - COUNTY BRIDGE	400,200	425,000	(24,800)	394,655	731,853	1,166,330	731,853	1,166,330	1,404,983	1,380,183
021	503 - MATCHING TAX	725,600	675,000	50,600	563,550	804,923	964,778	804,923	964,778	1,408,072	1,458,672
022	601 - COUNTY HEALTH	3,339,905	3,761,435	(421,530)	1,290,814	864,732	1,277,409	864,732	1,277,409	1,594,980	1,173,450
020	611 - TUBERCULOSIS TREATMENT BOARD	82,150	81,339	811	12,133	28,981	67,490	28,981	67,490	72,883	73,694
	053 - EXTENSION EDUCATION										
064	621 - AMBULANCE SERVICE	5,036,700	5,237,601	(200,901)	(2,003,040)	(735,139)	(114,356)	(735,139)	(114,356)	1,339,548	1,138,647
106	702 - DEVELOPMENTALLY DISABLED	600,500	600,000	500							500
003	801 - BOND REPAYMENT	602,500	1,117,247	(514,747)	549,657	556,609	561,036	556,609	561,036	580,910	66,163
003A	802 - JAIL BOND REPAYMENT	1,901,000	1,913,232	(12,232)	1,688,332	1,679,803	1,617,194	1,679,803	1,617,194	1,556,588	1,544,356
TOTAL:											
REMAINING (5% Increase):											

STATE OF ILLINOIS)
) ss.
County of Adams)

I, Ryan A. Niekamp, Clerk of the County of Adams in the State of Illinois, hereby certify that the foregoing contains a full, true and correct copy of the following:

Adams County 2022 Property Tax Levy
As a adopted at the December 13, 2022 County Board Meeting.

As the same appears of Record and on the files in my office remaining.

IN WITNESS WHEREOF, I have hereto set my hand and
affixed the seal of said County at my office in Quincy, this
13 day of December A.D. 2022



[Handwritten signature]
County Clerk

[Handwritten signature]
County Board Chairman

**COUNTY CLERK & RECORDER
MONTH END**

NOVEMBER 2022

**ADAMS COUNTY CLERK
RYAN A. NIEKAMP**

**FEE ACCOUNT
November 2022**

Receipts

Postage - 001-111-5549	\$23.00
Liquor Licenses - 001-001-4135	\$1,200.00
Marriage Licenses -001-111-4105	\$315.00
Civil Union Licenses - 001-111-4105	\$0.00
Miscellaneous Fees - 001-111-4105	\$8,191.06
Equipment Fund - 111-111-4105	\$1,060.00
Automation Fund- 111-111-4105	\$1,060.00
Marriage Licenses DV - Disbursements	\$105.00
Redemptions - 001-002-3551	\$105,115.74
D.C Surcharge - Disbursements	\$156.00
TOTAL RECEIPTS	\$117,225.80

Disbursements

Marriage Licenses DV - State	\$105.00
Redemptions - Tax Buyers	\$101,190.74
D.C. Surcharge - State	\$156.00
TOTAL DISBURSEMENTS	\$101,451.74
+Overages or -Shortages:	

TOTAL FEES DEPOSITED**\$15,774.06**


 ADAMS COUNTY CLERK/ RECORDER

12/5/2022
DATE

**Office of Recorder
Adams County, Illinois
November, 2022**

RECEIPTS:

Recording fees	\$	16,202.00
Revenue stamps	\$	33,780.00
Miscellaneous	\$	1,776.50
Recorders Automation Fund	\$	3,230.50
Recorders equipment fund fee	\$	5,185.50
Recorders Laredo Fund	\$	5,150.40
G.I.S. (County) fees	\$	21,228.00
Rental Housing Support fees	\$	6,354.00
Recorders G.I.S. fees	\$	732.00
Total Receipts	\$	93,638.90

CHARGES:

Fees charged on account	\$	-
Total Charges	\$	-

DISBURSEMENTS:

State Tax Stamps	\$	22,520.00
Refunds	\$	-
Total Disbursements	\$	22,520.00
Net Income	\$	71,118.90

DISTRIBUTION CHECKS

Earnings Recorder 001-131-4105	\$	29,238.50
G.I.S.(Highway)(Recorder) 505-501-4105	\$	21,228.00
Recorders G.I.S. 132-131-4105	\$	732.00
Recorder Automation Fund 133-131-4105	\$	3,230.50
Equip. Fund/Laredo 131-131-4125	\$	5,150.40
Rental Housing Support	\$	6,354.00
Recorders Equipment 131-131-4105	\$	5,185.50
Total Distribution	\$	71,118.90

Submitted by: Ryan A. Niekamp, Clerk & Recorder

Adams County Circuit Clerk
 Monthly Report
 November 2022

TOTAL MONTHLY RECEIPTS: \$ 261,676.00
 CCP COLLECTIONS \$ 8,447.00
 COMPTROLLER COLLECTIONS \$ 1,461.00

CASE FILINGS:	Oct-22	Nov-22	YTD
AD - Adoption	2	8	55
CC - Criminal Contempt	2	2	6
CF - Criminal Felony	56	74	698
CH - Chancery	0	0	12
CL - Civil Law	1	0	3
CM - Criminal Misdemeanor	20	19	233
CV - Conservation	1	3	11
DC - Divorce with Children	10	9	102
DN - Divorce no Children	7	12	107
DT - DUI	10	8	95
DV - Domestic Violence	7	7	77
EV - Eviction	25	32	284
FA - Family	4	30	122
FC - Foreclosure	11	11	74
GR - Guardianship	8	9	57
JA - Juvenile Abuse	10	7	72
JD - Juvenile Delinquent	6	5	44
LA - Law	3	2	35
LM - Law Magistrate	8	8	108
MH - Mental Health	20	16	226
MR - Misc Remedy	5	11	53
MT - Major Traffic	51	68	491
MX - Misc Criminal	28	5	329
OP - Order of Protection	42	30	475
OV - Ordinance Violation	53	40	452
PR - Probate	14	10	143
SC - Small Claims	80	62	748
TR - Minor Traffic	214	337	2715
TX - Tax	10	21	83

PASSPORTS PROCESSED: 17

PERSONNEL:

We have one open position

Ticket Id	Subject	Status	Requester Name	Resolved Time
512	Set Up of new computers	Closed	Anthony Hall	11/2/2022 16:41
534	computer issues	Closed	Kate Wingerter	11/2/2022 8:43
568	conference room tech	Closed	Julie Stratman	11/2/2022 16:42
645	Request for video	Closed	Alex Ussery	11/2/2022 16:42
845	cameras	Closed	Terry Bower	11/29/2022 15:17
856	Highway Dept server - bad fan?	Closed	John Frankenhoff	11/2/2022 16:43
868	Vitals Phone	Closed	Ryan Niekamp	11/29/2022 15:16
904	FE	Closed	Emily McLaughlin	11/2/2022 16:43
921	Heath Room Calendars	Closed	Cori Moore	11/9/2022 10:41
981	PHONES	Closed	Rhonda Goodwin	11/29/2022 15:16
999	Video Court Search Warrant	Closed	Scott Larson	11/2/2022 16:43
1037	Station #1 Wi-Fi	Closed	Kyle Dixon	11/2/2022 16:44
1059	Typists Computers	Closed	Amanda Keck	11/3/2022 9:26
1150	FW: Azure/Intune	Closed	Anthony Hall	11/2/2022 17:00
1169	Missed calls	Closed	Rich Wagner	11/29/2022 15:16
1174	Printer/fax/scanner in Sharon's office	Closed	Sharon Main	11/9/2022 10:43
1191	AOK FW: Ashley's access to the AOK Library	Closed	Anita Hanke	11/2/2022 16:46
1193	Reports	Closed	Cheryl Ely	11/2/2022 16:46
1194	follow up	Closed	Scott Larson	11/2/2022 16:46
1203	FOIA	Closed	Rhonda Goodwin	11/2/2022 16:47
1211	FW: Email	Closed	Jessica Shackleton	11/2/2022 16:48
1247	Phones	Closed	Sharon Main	11/7/2022 13:33
1256	FW: Court docket	Closed	Sue Hester	11/2/2022 16:48
1261	30-day Limit for Edge's IE Compatibility for Monitor	Closed	Scott Webster	11/2/2022 16:49
1301	Request for Equipment & Services	Closed	Kay White	11/30/2022 12:25
1312	Devnet	Closed	Kyla Crosby	11/2/2022 16:49
1338	FW: RE: Hess/Nelson curve ball	Closed	Holly Henze	11/2/2022 16:49
1346	Add 2 deputies to email group	Closed	Jessica Douglas	11/2/2022 16:49
1350	FW: OAUTH Mail Settings for Client 365 Tenants	Closed	Cheryl Ely	11/2/2022 16:50
1380	Adobe Weblink	Closed	Ryan Niekamp	11/2/2022 16:50
1381	Amanda Venvertloh Email	Closed	Jessica Shackleton	11/2/2022 16:56
1382	Footage request	Closed	Derek Wells	11/2/2022 16:52
1389	Surface Pros	Closed	Cori Moore	11/28/2022 11:19
1412	FW: *****Illinois State Police Laboratory Report Issued for DFS22-033161***** Important	Closed	Connie Pettyjohn	11/2/2022 16:53
1449	FW: *****Illinois State Police Laboratory Report Issued for DFS21-042669*****	Closed	Connie Pettyjohn	11/2/2022 16:53
1478	Probation IT	Closed	Anthony Foster	11/2/2022 16:55
1479	FW: Re: Coverage	Closed	Amy Lannerd	11/2/2022 16:56
1483	Printer	Closed	Cheryl Ely	11/2/2022 8:43
1489	Activate Keycard	Closed	Cori Moore	11/30/2022 14:12
1560	Questionable email	Closed	Lori Geschwandner	11/2/2022 16:56
1561	FW: RE: IMPORTANT MESSAGE - ADMINISTRATIVE ORDER - COVID-19	Closed	Cheryl Ely	11/2/2022 16:56
1568	Courtroom 2D	Closed	Lori Geschwandner	11/29/2022 11:07
1586	FW: permissions	Closed	Jessica Frese	11/29/2022 15:15
1599	Question	Closed	Connie Pettyjohn	11/29/2022 11:07
1609	Document issues	Closed	Brian Curran	11/7/2022 14:37
1611	Security Camera footage	Closed	Raymond Tyler	11/9/2022 10:42
1640	FW: DNA website	Closed	Jessica Brannan	11/2/2022 16:56
1642	Sgt. McMahon-New Computer	Closed	John McMahon	11/16/2022 9:26
1664	S28 Computer	Closed	Zach Drebes	11/23/2022 11:21
1673	Mobile cop	Closed	Wendell Bias	11/23/2022 11:22
1678	Microsoft Surface Pro Keyboard Quote	Closed	Kyle Dixon	11/7/2022 14:36
1697	Christa's PC	Closed	Ryan Niekamp	11/3/2022 11:31
1704	FW: HHD for printers in Probation	Closed	Johan Micolta	11/2/2022 16:57
1714	Issues with my email	Closed	Terry Power	11/2/2022 16:57
1716	FW: Missing PCS	Closed	Jessica Frese	11/29/2022 15:16
1745	Public Computer	Closed	Lori Geschwandner	11/29/2022 14:05

**INFORMATION TECHNOLOGY
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Ticket Id	Subject	Status	Requester Name	Resolved Time
1797	Daniel	Closed	Kristen Stevenson	11/4/2022 8:42
1809	A few Tickets	Closed	Jerrold Welch	11/4/2022 14:39
1828	Carrie	Closed	Melanie Paquet	11/21/2022 15:35
1830	Website Meeting	Closed	Ryan Niekamp	11/3/2022 11:12
1833	Saturday Voting Hours (10/29 & 11/05)	Closed	Ryan Niekamp	11/9/2022 10:40
1838	RMS	Closed	Roger Edwards	11/4/2022 11:02
1843	ISP Lab reports	Closed	Cheryl Ely	11/2/2022 16:34
1847	FW: [EXTERNAL MESSAGE] Quincy, IL Police AVail CAD Integration - not receiving data	Closed	Travis Wiemelt	11/3/2022 9:27
1848	FW: WELCOME TO THE 2022 NAEHCY CONFERENCE	Closed	Anthony Hall	11/2/2022 16:33
1852	FW: 2023 Adams Co. Holiday Schedule	Closed	Ryan Niekamp	11/1/2022 8:13
1855	Remote In Issue	Closed	Alexis Fey	11/1/2022 10:52
1869	Central computer	Closed	Sue Hester	11/9/2022 16:05
1870	Wintox	Closed	Gail Westerhoff	11/16/2022 14:35
1876	Phones	Closed	Tina Melton	11/1/2022 11:39
1878	Second Monitor	Closed	Johan Micolta	11/29/2022 11:07
1880	squad computer	Closed	Ruth Boden	11/2/2022 15:08
1883	phone	Closed	Cheryl Ely	11/1/2022 15:55
1885	Courthouse Cameras	Closed	Lori Geschwandner	11/8/2022 8:07
1886	Judge Wooleyhan	Closed	Sharon Main	11/8/2022 9:38
1888	Attn Stacey	Closed	Stephanie Ogle	11/3/2022 9:28
1891	MDC screen	Closed	Caleb Eidson	11/7/2022 13:32
1892	COAIL - Cyber Hygiene Report - October 30, 2022 Results	Closed	Vulnerability	11/2/2022 16:58
1896	printer	Closed	Cheryl Ely	11/1/2022 16:03
1897	JAIL Admin Office Reader not working	Closed	Terry Bower	11/1/2022 16:00
1899	SHERIFF SALES	Closed	Rhonda Goodwin	11/1/2022 11:34
1903	New Employee	Closed	Johan Micolta	11/29/2022 11:06
1904	name change	Closed	Pam Pillars	11/1/2022 9:55
1906	V-Mail from [V] MANASSAS VA (571) 662-4237 to Daniel Donarski 1111	Closed	Support	11/1/2022 10:54
1907	County NAS Monthly Drive Health Report on CountyNAS - Healthy	Closed	Scan	11/1/2022 9:18
1908	County NAS Packages on CountyNAS are out-of-date	Closed	Scan	11/1/2022 9:17
1909	November 2022 Microsoft 365 Education Newsletter	Closed	Microsoft Office 365 Education	11/1/2022 9:18
1910	Phone Extensions	Closed	Cori Moore	11/1/2022 9:20
1912	FW: new computer	Closed	Mollie Hoffman	11/2/2022 15:08
1913	Test	Closed	Ryan McElroy	11/1/2022 12:56
1914	FW: Website Update	Closed	Emily Andrews	11/1/2022 13:39
1915	Sarah Bauman's Computer	Closed	Michael Homberger	11/4/2022 8:37
1916	[PaycomOnline] County New Hire	Closed	Systemmessage	11/2/2022 14:49
1917	Health Department Door Locks	Closed	Michael Homberger	11/3/2022 9:26
1918	Tax Sale Results	Closed	Kyla Crosby	11/2/2022 9:23
1919	Ligon prompt	Closed	Patrick Frazier	11/2/2022 12:03
1920	Room 219 Computer	Closed	Ashley Flesner	11/2/2022 12:53
1921	[PaycomOnline] County New Hire	Closed	Systemmessage	11/14/2022 9:27
1922	[PaycomOnline] County New Hire	Closed	Systemmessage	11/2/2022 14:49
1923	Voicemail	Closed	Tammy Steeples	11/2/2022 13:40
1924	2022 October Freshdesk Resolved Tickets	Closed	Ryan Niekamp	11/2/2022 12:41
1925	My Office View is not working - I cannot get into it? Thank You!	Closed	Anne Meyer	11/3/2022 13:39
1926	Tablet	Closed	Emily McLaughlin	11/29/2022 11:06
1928	Group Email	Closed	Cori Moore	11/2/2022 15:06
1929	voicemails	Closed	Rhonda Goodwin	11/2/2022 15:38
1930	Office View/Probation	Closed	Johan Micolta	11/3/2022 11:07
1931	phone	Closed	Leanne Williams	11/2/2022 16:59
1932	Administrative Assistant and Probation Assistant	Closed	Anthony Foster	11/3/2022 9:21
1933	Trouble logging into I-Wic	Closed	Kelly Voss	11/3/2022 9:57
1934	Scanner	Closed	Tina Melton	11/3/2022 13:39
1936	reset IDPH password	Closed	Diane Frankenhoff	11/14/2022 9:30
1937	FW: Message from "SOA-SAVIN-MP4055"	Closed	Georgene Zimmerman	11/3/2022 12:09

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Ticket Id	Subject	Status	Requester Name	Resolved Time
1938	Adams, IL - LeadTools License purchase for new workstation setup	Closed	DEVNET Incorporated	11/3/2022 12:53
1940	Devnet Updates	Closed	Kyla Crosby	11/4/2022 10:21
1941	adamscoil.onmicrosoft.com: Synchronization has stopped for at least 24 hours. â€œ You have an important alert from Azure Active Directory	Closed	Microsoft Azure	11/4/2022 9:21
1942	Fwd: Attached Image	Closed	Caitlin Waterman	11/3/2022 15:23
1943	Printer issue	Closed	Terry Power	11/4/2022 9:04
1944	May I have access to the WIC printer? Thank you.	Closed	Terry Power	11/4/2022 9:09
1945	desk top log in	Closed	Sara Meyer	11/4/2022 10:12
1946	iPad	Closed	Ashley Flesner	11/4/2022 10:12
1947	Office Camera	Closed	Lori Geschwandner	11/9/2022 11:16
1949	Treasurer's Office Fax Machine	Closed	Emily McLaughlin	11/7/2022 13:17
1950	[Resolved] adamscoil.onmicrosoft.com: Synchronization has stopped for at least 24 hours. - You have an important message from the Azure Active Directory	Closed	Microsoft Azure	11/4/2022 14:51
1952	BIG NEWS: Wave 2023 Super Saver Pricing Extended	Closed	Communication	11/4/2022 10:19
1953	HEA - Updating Windows Tablets	Closed	Ellen Vonderheide	11/4/2022 14:39
1954	file access	Closed	Lisa Genenbacher	11/4/2022 11:37
1955	Printing problems	Closed	Brian Curran	11/8/2022 9:37
1956	New Employee	Closed	Johan Micolta	11/16/2022 14:32
1959	COAIL - Cyber Hygiene Report - November 06, 2022 Results	Closed	Vulnerability	11/8/2022 11:52
1960	printing problems	Closed	Lisa Genenbacher	11/17/2022 11:47
1961	HEA - Update E-Mail Password on Mobile	Closed	Ellen Vonderheide	11/7/2022 8:20
1962	HEA - Citrix Icon Not Loading	Closed	Whitney Peters	11/7/2022 8:22
1963	HEA - Intellipay Not Present on Pike County Computer	Closed	Angela Smith	11/7/2022 8:23
1964	FW: Quarantine Summary: [1 message(s) quarantined from Fri, 04 Nov 2022 08:00:00 -0500 to Mon, 07 Nov 2022 08:00:00 -0600]	Closed	Laura Fischer	11/8/2022 11:56
1965	speaker trouble again	Closed	Tara Bealor	11/7/2022 10:18
1966	Can't change account password	Closed	Johan Micolta	11/7/2022 9:28
1967	cameras	Closed	Jennifer Unmisig	11/9/2022 10:41
1968	Conference Room Power Point	Closed	Anita Hanke	11/8/2022 11:56
1971	Fw: criminal history request	Closed	Deana Coleman	11/8/2022 11:24
1972	Wiring for Stand-up Desk	Closed	Michael Homberger	11/9/2022 7:25
1973	tablets	Closed	Ellen Vonderheide	11/14/2022 9:30
1975	RMS	Closed	Roger Edwards	11/8/2022 16:17
1976	HEA - Projector Install - 218	Closed	Cori Moore	11/23/2022 11:01
1977	CCR - Election Results add Red Banner to website	Closed	Ryan Niekamp	11/9/2022 10:40
1979	Website posting of General Election results	Closed	Christa Holtman	11/9/2022 9:58
1980	VPN not working	Closed	Kyle Johnson	11/9/2022 10:38
1981	HEA - Presentation Assistance / RM 215	Closed	Tara Bealor	11/9/2022 8:01
1982	FW: Waiting for the payment.	Closed	Tara Bealor	11/9/2022 9:52
1983	HEA - O365 concerns	Closed	Emily Crabtree	11/9/2022 8:57
1984	phones	Closed	Kelsey Miller	11/9/2022 9:51
1985	FW: Pc reports to sao reports	Closed	Sam Smith	11/9/2022 13:40
1986	New SA On Call phone	Closed	Cheryl Ely	11/9/2022 16:05
1987	S28 laptop	Closed	Zach Drebes	11/16/2022 15:09
1989	Phone	Closed	Laura Keck	11/10/2022 8:42
1990	email	Closed	Leanne Williams	11/10/2022 10:13
1991	How do I set up my voice mail and my 4 digit code?	Closed	Leanne Williams	11/14/2022 10:54
1992	Fob Access	Closed	Kyla Crosby	11/30/2022 14:09
1993	FW: MC Agenda, November 16, 2022 and minutes of August 17, 2022	Closed	Rich Wagner	11/15/2022 8:18
1995	I-Wic	Closed	Kelly Voss	11/14/2022 9:29
1996	The Patrol Read operation completed for Integrated RAID Controller 1.	Closed	Scan	11/16/2022 9:29
1997	COAIL - Cyber Hygiene Report - November 13, 2022 Results	Closed	Vulnerability	11/16/2022 9:29
1998	Sandra Sanderson Email	Closed	Marley Kill	11/14/2022 9:27
1999	October financials	Closed	Bryden Cory	11/14/2022 9:47
2000	SA PC REPORTS	Closed	Cheryl Ely	11/29/2022 15:15
2001	[PaycomOnline] County New Hire	Closed	Systemmessage	11/14/2022 11:01
2002	V-Mail from AC PROBATION (217) 277-2181 to Daniel Donarski 1111	Closed	Support	11/15/2022 9:01
2003	Employee Termination - Form Attached	Closed	Cori Moore	11/15/2022 11:05
2004	AOK Network Meeting Thursday Nov. 17 @ 8:30	Closed	Anita Hanke	11/16/2022 14:42

**INFORMATION TECHNOLOGY
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Ticket Id	Subject	Status	Requester Name	Resolved Time
2005	Fw: Invitation to Web seminar: LHD New Staff Office Hours	Closed	Sarah Bauman	11/17/2022 10:58
2007	FW: Server upgrade for your roe1.net website!	Closed	Jill Reis	11/30/2022 16:08
2008	Easy Badges	Closed	Caitlin Waterman	11/29/2022 11:07
2009	Fob Access	Closed	Ryan Niekamp	11/16/2022 9:35
2012	New keyboard	Closed	Kelly Voss	11/15/2022 9:00
2013	undeliverable email...	Closed	Emily Crabtree	11/18/2022 14:29
2014	IPhone	Closed	Holly Henze	11/29/2022 11:04
2015	SOS - 215	Closed	Katie McConnell	11/15/2022 11:22
2016	Cameras - HIGH PRIORITY	Closed	Rhonda Goodwin	11/15/2022 10:21
2017	label maker	Closed	Emily Andrews	11/15/2022 12:04
2018	Computer	Closed	Jared Summers	11/16/2022 15:34
2019	Probation Fax	Closed	Anthony Foster	11/17/2022 13:35
2020	Deactivate Badge - Effie Bollman	Closed	Cori Moore	11/22/2022 11:13
2021	Merit Commission Meeting	Closed	Stacey Edwards	11/23/2022 11:23
2022	FW: V-Mail from MERITER (608) 417-7777 to Caitlin Hickerson 2011	Closed	Caitlin Waterman	11/15/2022 14:00
2023	FW: V-Mail from IA HLTH SYS (515) 241-6161 to Caitlin Hickerson 2011	Closed	Caitlin Waterman	11/15/2022 14:00
2024	Phones	Closed	Tina Melton	11/15/2022 14:54
2025	digital display board	Closed	Emily Andrews	11/29/2022 9:03
2026	Re: Door access	Closed	John Simon	11/23/2022 15:01
2027	Treas. Barcode Scanners	Closed	Bryden Cory	11/29/2022 11:04
2028	squad car computer	Closed	Randy Huseman	11/29/2022 11:05
2029	LEA Training program	Closed	Laura Graham	11/16/2022 10:15
2030	RMS on MDC	Closed	Phillip Zimmerman	11/29/2022 11:05
2031	Phone	Closed	Cheryl Ely	11/17/2022 13:55
2032	2023 Wave Topics Are Here	Closed	Communication	11/16/2022 9:24
2033	Phone	Closed	Melanie Paquet	11/16/2022 8:58
2035	Frese Meadows covenants	Closed	Penny Swanson	11/21/2022 8:00
2036	HEA - Usignin PC moved to hallway	Closed	Daniel Donarski	11/16/2022 9:51
2038	Copying Files	Closed	Rhonda Goodwin	11/16/2022 15:08
2039	Health Dept. - CD table Computer	Closed	Michael Homberger	11/28/2022 8:55
2040	wintox	Closed	Dakota Doran	11/16/2022 15:46
2041	Notes	Closed	Wendell Bias	11/29/2022 15:13
2042	FW: Clint Bell	Closed	Kyle Dixon	11/17/2022 8:48
2043	My email on Pike Computer	Closed	Emily Hendrickson	11/17/2022 10:57
2044	FW: Wintox	Closed	Nicholas Lumpkins	11/17/2022 11:06
2045	cedar ridge	Closed	Penny Swanson	11/21/2022 8:00
2046	outlook on phone	Closed	Diane Frankenhoff	11/17/2022 10:57
2048	2D Wireless Printer	Closed	Holly Henze	11/29/2022 11:05
2049	acdental email	Closed	Emily Andrews	11/17/2022 14:26
2050	Subpoena for jail video	Closed	Brian Curran	11/17/2022 13:40
2051	County Code Update	Closed	Ryan Niekamp	11/21/2022 9:07
2052	Outlook problem	Closed	James Frankenhoff	11/29/2022 13:32
2053	Chad Kunkel	Closed	Derek Wells	11/18/2022 12:21
2054	Email	Closed	Melissa Lannery	11/21/2022 10:54
2055	Sent from Snipping Tool	Closed	Kelly Voss	11/18/2022 10:09
2057	New Hire	Closed	Sue Hester	11/23/2022 15:01
2060	Introducing Barcode Scanning with a Device Camera for ESO EHR	Closed	Product.updates	11/18/2022 11:42
2061	Heath Andrews	Closed	Sue Hester	11/23/2022 11:26
2065	Computer Speaker	Closed	Jared Summers	11/21/2022 15:57
2066	Email/Mobile Phone	Closed	Josh Johnson	11/21/2022 10:22
2067	DOOR	Closed	Terry Bower	11/23/2022 15:00
2068	COAIL - Cyber Hygiene Report - November 20, 2022 Results	Closed	Vulnerability	11/29/2022 11:05
2070	cornerstone	Closed	Amy Flesner	11/21/2022 11:56
2071	FW: RE: [EXTERNAL MESSAGE] Re: Packet failed again.	Closed	Tony Dede	11/28/2022 8:59
2072	Blocked web sites	Closed	Scott Webster	11/21/2022 11:09
2073	wifi connection between our tablets and the TV in the billing office	Closed	John Simon	11/22/2022 9:16

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Ticket Id	Subject	Status	Requester Name	Resolved Time
2074	FW: New voicemail	Closed	Laura Fischer	11/21/2022 11:12
2075	FW: Direct Deposit Processed on 11/18/2022	Closed	Laura Fischer	11/21/2022 11:12
2076	SHERIFF SALES	Closed	Rhonda Goodwin	11/21/2022 12:47
2077	Zoom	Closed	Amy Lannerd	11/23/2022 8:10
2079	ACSO-Scanner to McMahon Computer	Closed	John McMahon	11/21/2022 15:34
2081	not an emergency just question...	Closed	Sharon Main	11/22/2022 8:07
2083	County NAS Active Backup for Business - backup task Buffalo Backup on CountyNAS has been partially completed	Closed	Scan	11/22/2022 8:37
2085	Fw: Quarantine Summary: [1 message(s) quarantined from Fri, 18 Nov 2022 08:00:00 -0600 to Mon, 21 Nov 2022 08:00:00 -0600]	Closed	Melissa Lannery	11/22/2022 8:07
2086	IMACS- McMahon's New Computer	Closed	John McMahon	11/30/2022 11:04
2087	RMS - new deputy	Closed	Roger Edwards	11/22/2022 9:14
2088	County NAS Active Backup for Business - backup task C Drive Buffalo on CountyNAS has been partially completed	Closed	Scan	11/22/2022 9:18
2089	Dental Voicemails	Closed	Whitney Peters	11/22/2022 9:35
2090	computer down	Closed	Melissa Lannery	11/22/2022 14:44
2091	Cameras - Not logged in	Closed	Cori Moore	11/23/2022 11:00
2092	Questionable activity message on desktop	Closed	Jodee Hollensteiner	11/22/2022 12:03
2096	Lab Email Address	Closed	Emily Hendrickson	11/30/2022 13:00
2097	Devnet Treasurer Program Update	Closed	Kyla Crosby	11/22/2022 22:32
2101	Computers	Closed	Emily Andrews	11/23/2022 13:30
2102		Closed	Jodee Hollensteiner	11/23/2022 14:07
2103	Settlement Sheets	Closed	Kyla Crosby	11/23/2022 11:59
2104	Keri Door Report Request	Closed	Terry Bower	11/23/2022 10:30
2105	FW: Wintox	Closed	Jen Hoffman	11/23/2022 12:00
2106	Key fob	Closed	Gail Westerhoff	11/23/2022 14:59
2107	Safe T Act	Closed	Cheryl Ely	11/24/2022 13:06
2108	video	Closed	Jennifer Unmisig	11/23/2022 14:07
2109	EMS - Setup fobs Employee Orientation	Closed	Adam Doelman	11/28/2022 13:58
2110	FW: New Assessor 2022.11.21.0079	Closed	Georgene Zimmerman	11/23/2022 16:56
2111	IMACS connection failure	Closed	Jail User	11/28/2022 14:29
2113	Laptop	Closed	Wendell Bias	11/29/2022 8:51
2114	adamscoil.onmicrosoft.com: Synchronization has stopped for at least 24 hours. â€œ You have an important alert from Azure Active Directory	Closed	Microsoft Azure	11/29/2022 11:04
2115	For The Record	Closed	Amy Lannerd	11/28/2022 12:40
2116	Fwd: Bill for Payment #kdixon-4605122	Closed	Kyle Dixon	11/28/2022 9:52
2117	COAIL - Cyber Hygiene Report - November 27, 2022 Results	Closed	Vulnerability	11/29/2022 11:03
2119	p drive	Closed	Triena Gosney	11/28/2022 9:49
2120	FW: V-Mail from [V] WADELARRY (217) 848-7626 to Probation Main Reception 2170	Closed	Johan Micolta	11/28/2022 8:59
2121	Email contact blocked	Closed	Ellen Terwelp	11/28/2022 9:54
2122	Sheriff Sales	Closed	Rhonda Goodwin	11/28/2022 11:06
2123	Media Player	Closed	Kelly Voss	11/28/2022 10:27
2124	HEA - Question about Quarentined E-Mail	Closed	Angie Makins	11/28/2022 10:28
2125	HEA - Add Sarah Bauman to E-Mail group	Closed	Sarah Bauman	11/28/2022 10:34
2126	[PaycomOnline] County New Hire	Closed	Systemmessage	11/28/2022 13:58
2127	email	Closed	Korbin Stratman	11/29/2022 13:31
2130	RE: Unscheduled Outage	Closed	David Hochgraber	11/29/2022 10:57
2133	New County Board Members Email	Closed	Caitlin Waterman	11/29/2022 13:31
2134	[PaycomOnline] County New Hire	Closed	Systemmessage	11/29/2022 11:31
2135	[PaycomOnline] County New Hire	Closed	Systemmessage	11/29/2022 11:31
2140	FW: RBT Documents	Closed	Tara Bealor	11/29/2022 13:31
2142	attorney phone	Closed	Cheryl Ely	11/29/2022 13:58
2143	Rm. 218	Closed	Josh Johnson	11/30/2022 14:08
2144	microphone	Closed	Emily Crabtree	11/29/2022 11:07
2145	microphone	Closed	Emily Crabtree	11/29/2022 11:07
2147	FW: RBT Documents	Closed	Tara Bealor	11/29/2022 13:35
2148	[PaycomOnline] County New Hire	Closed	Systemmessage	11/29/2022 14:07
2150	USB	Closed	Johanna Voss	11/29/2022 14:14
2151	Judge Henze	Closed	Lori Geschwandner	11/30/2022 15:04
2154	[Resolved] adamscoil.onmicrosoft.com: Synchronization has stopped for at least 24 hours. - You have an important message from the Azure Active Directory	Closed	Microsoft Azure	11/30/2022 10:59

**INFORMATION TECHNOLOGY
NOVEMBER 2022 - REPORT**

Ticket Id	Subject	Status	Requester Name	Resolved Time
2155	County Employment Page	Closed	Anthony Foster	11/30/2022 8:50
2156	State Board of Elections	Closed	Christa Holtman	11/30/2022 9:12
2157	Calendar	Closed	Ryan Niekamp	11/30/2022 8:47
2160	BitLocker Drive Encryption	Closed	Marla Gay	11/30/2022 8:01
2161	RE: New Hire	Closed	Sue Hester	11/30/2022 10:04
2162	[PaycomOnline] County New Hire	Closed	Systemmessage	11/30/2022 12:48
2163	Email	Closed	Tammy Steeples	11/30/2022 10:18
2164	RMS	Closed	Amanda Keck	11/30/2022 15:01
2165	Immunization warning system	Closed	Triena Gosney	11/30/2022 12:49
2167	Fw: V-Mail from LAWSON DICK D (217) 938-4492 to WIC Center 1136 forwarded via 1126	Closed	Sarah Bauman	11/30/2022 12:07
2171	[PaycomOnline] County New Hire	Closed	Systemmessage	11/30/2022 13:11
2172	Wave 2023 Budget Justification Letters Are Here!	Closed	Communication	11/30/2022 12:47
2173	[PaycomOnline] County New Hire	Closed	Systemmessage	11/30/2022 13:10
2174	new second screen for my Surface Pro	Closed	Julie Stratman	11/30/2022 14:43
2175	Emailing: Imaging error - PRINTING ERROR	Closed	Luanne Maynor	11/30/2022 15:03
2177	FW: FedEx® Expected Delivery on Wednesday, November 30, 2022 arriving by 5:00pm	Closed	Laura Fischer	11/30/2022 16:15

Monthly Report of Juvenile Detention					D-1
ADAMS COUNTY ILLINOIS					
Monthly Report of:---->	JUVENILE DETENTION	Month---->	November	Year---->	2022
FINANCIAL SECTION					
Account Name or Purpose	NONE				
Institution Where Accnt Held					
Account Number					
Your Books Beginning Balance					
Your Books Monthly Revenue					
Your Books Monthly Expense					
Your Books Ending Balance	\$0.00				
Deposits in Transit					
Expense's)/Checks not Cleared					
Institution Ending Balance	=	=====	=====		
PERSONNEL SECTION					
	Beginning Number	Leaving Employment	Declined Benefit	Ending Number	
Full Time Employees w/ Medical	20	1	1	19	
Full Time Employee that declined medical benefit - Andy Eyler (1)					
Who entered ----->					
Part Time Employees					
Not Medical Insured	4	0	0	4	
Who left----->					
Who entered ----->					
GENERAL SECTION					
STATISTICS					
DETENTION		RESIDENTS	# OF DAYS		
TREATMENT		9	176		
OUT OF COUNTY		0	0		
TOTAL		10	95		
		19	271		
LOW POPULATION		8			
HIGH POPULATION		11			
AVERAGE POPULATION		10			
7 OUT OF COUNTY RESIDENTS WERE HELD AT A PER DIEM OF \$105.00 FOR 53 DAYS		\$5,565.00			
3 OUT OF COUNTY RESIDENTS WERE HELD AT A PER DIEM OF \$120.00 FOR 42 DAYS		\$5,040.00			
		\$10,605.00			
4 Out of County Transports at a rate of \$.40 per mile for 566 miles = \$ 226.40		\$226.40			
Total		\$10,831.40			

Public Defender's Office

Cases Appointed 2022

CASE TYPE	TREND	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
Felony		50	47	67	62	52	56	47	51	67	42	65		
Felony PTR		20	27	32	17	21	33	13	48	25	27	31		
Misdemeanor		29	17	21	18	19	23	20	35	22	24	17		
Misdemeanor PTR		6	8	13	4	9	5	3	13	4	3	7		
Traffic		88	76	92	66	94	75	58	67	99	71	71		
Abuse/Neglect-Parent		13	9	12	18	7	4	11	13	6	8	13		
Abuse/Neglect-Child		4	6	10	14	10	6	4	4	1	8	9		
Inter/Super-Parent		0	0	0	0	0	0	0	6	0	0	0		
Inter/Super-Child		0	0	0	0	0	0	0	0	0	0	0		
Delinquency		2	3	3	0	2	4	3	0	3	5	2		
Invol Hosp/Med		0	2	4	2	0	1	2	1	0	1	1		
Bond Appearance		56	55	81	68	90	95	59	82	67	66	70		
Bond Prepare Only		9	10	10	9	28	21	12	23	15	16	10		
TOTAL		277	260	345	278	332	323	232	343	309	271	296	0	0

/s/ Todd R. Nelson

Public Defender

Public Defender's Office

Cases Closed 2022

CASE TYPE	TREND	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
Felony		42	59	72	32	99	41	43	67	85	55	71		
Felony PTR		22	25	29	8	47	25	22	33	24	35	33		
Misdemeanor		31	27	16	19	36	17	21	29	23	30	27		
Misdemeanor PTR		3	5	8	3	7	5	5	9	6	1	7		
Traffic		59	74	76	63	27	73	40	60	24	97	64		
Abuse/Neglect-Parent		19	26	5	2	10	13	17	10	12	30	1		
Abuse/Neglect-Child		9	5	14	2	4	7	9	5	5	11	7		
Inter/Super-Parent		0	0	0	0	0	0	0	0	0	0	0		
Inter/Super-Child		0	0	0	0	0	1	0	0	0	1	0		
Delinquency		3	4	6	3	6	3	0	2	2	2	5		
TOTAL		188	225	226	132	236	185	157	215	181	262	215	0	0

/s/ Todd R. Nelson

Public Defender

ADAMS COUNTY ILLINOIS

Monthly Report of:---->

SUPERVISOR OF ASSESSMENTS
BOARD OF REVIEW

November, 2022

FINANCIAL SECTION

Account Name or Purpose NONE
Institution Where Account Held
Account Number

RECEIVED

NOV 30 2022

ADAMS COUNTY CLERK

Your Books Beginning Balance
Your Books Monthly Revenue
Your Books Monthly Expense

Your Books Ending Balance
Deposits in Transit
Expenses/Checks not Cleared

=====

Institution Ending Balance

PERSONNEL SECTION

	Beginning Number	Leaving Employment	Entering Employment	Ending Number
Full Time Employees w/ Medical	3			3

Who left----->

Who entered ----->

Part Time Employees
Not Medical Insured

Who left----->

Who entered ----->

GENERAL SECTION

During November we have received either in person or by mail 76 Senior Citizen Homestead Exemption renewals, 46 PTAX 340 Freeze Applications, 7 Disabled Veterans' Exemption renewals, and 6 Person with Disabilities Exemption renewals. We processed 120 MyDec real estate declarations for the month of October.

The Board of Review is currently in session, and met 2 times this month. They have received 340 changes requested by the Assessors or Supervisor of Assessment and 33 tax complaints filed by taxpayers. We have received 1 new applications for non-homestead property tax exemption requesting 100% exemption through the Board of Review. We have 12 properties asking for \$100,000 or more in reduction of assessed value per property. All taxing districts involved have been notified in case they would like to become an intervening party to the appeal.

December 1, 2022

R. Kent Snider, Chairman
Adams County Board
507 Vermont Street
Quincy, IL 62301

Re: Two Rivers Regional Council of Public Officials Resignation

Mr. Chairman,

The purpose of this letter is to inform you of my decision to resign from the Board of Directors of Two Rivers Regional Council of Public Officials effective December 5, 2022.

It has been an honor to represent Adams County on this Board, but after almost fourteen years of service, I feel it is time for another member of our County Board to serve.

Respectfully submitted,
Theresa Bockhold



3311 109th Street • Urbandale, Iowa 50322 Tel: 515.331.2103 • Fax: 515.331.1728
gss@gssmidwest.com • www.gssmidwest.com

November 1, 2022

Project #: W22274

Ryan Niekamp, County Clerk
Adams County
507 Vermont Street, Suite G02
Quincy, IL 62301
Phone #: 217-277-2150
Email: countyclerk@co.adms.il.us

RECEIVED
NOV 04 2022
ADAMS COUNTY CLERK

RE: NOTICE OF INITIATION OF THE SECTION 106 PROCESS-PUBLIC PARTICIPATION
U.S. CELLULAR, FALL CREEK #673445-PAYSON, ADAMS COUNTY, ILLINOIS

Notice of Initiation of the Section 106 Process-Public Participation in accordance with the FCC’s Nationwide Programmatic Agreement. Notice of Initiation of the Section 106 Process-Public Participation in accordance with the FCC’s Nationwide Programmatic Agreement. U.S. Cellular intends to construct a communications facility at an address TBD 1100 Street, Payson, Adams County, Illinois (Latitude: N 39 47 54.4760 and Longitude: W 91 18 12.5668). The facility will include a self support lattice telecommunications tower with an approximate overall height of 199 ft. and associated equipment. U.S. Cellular is publishing this notice in accordance with Federal Communications Commission regulations (47 CFR § 1.1307) for Section 106 of the National Historic Preservation Act (NHPA) and for the National Environmental Policy Act (NEPA).

U.S. Cellular must comply with all Federal, State and local regulations governing the proposed facility. Section 106 of the National Historic Preservation Act of 1966, as amended, requires U.S. Cellular to evaluate this project for any effect it may have on Historic Properties. As part of this evaluation, U.S. Cellular is required to publish Public Notice in an effort to gather comments on the potential effects of the proposed facility on Historic Properties.

The purpose of this letter is to:

- Notify your office that Public Notice seeking comments on the potential effects of the proposed construction on Historic Properties is scheduled to be published in the Herald Whig on November 2, 2022.
- Invite comments on the potential effects of the proposed facility on Historic Properties, from your office and any other relevant individuals or groups that you may be aware of.

Attached to this letter are the following: a topographic map, street map, aerial photograph, site photographs (when available), drawings (when available), and a copy of the wording placed in the Public Notice.

We respectfully request that parties interested in submitting comments regarding any potential effects of the proposed facility on Cultural or Historic Properties, or questions regarding the project, may do so by sending them to GSS, Inc., 3311 109th Street, Urbandale, IA 50322 or by calling (515) 331-2103 within 30 days of the date of this letter.

Sincerely,
GSS, INC.

Christopher Lenihan

Christopher Lenihan
Project Manager
Enclosure

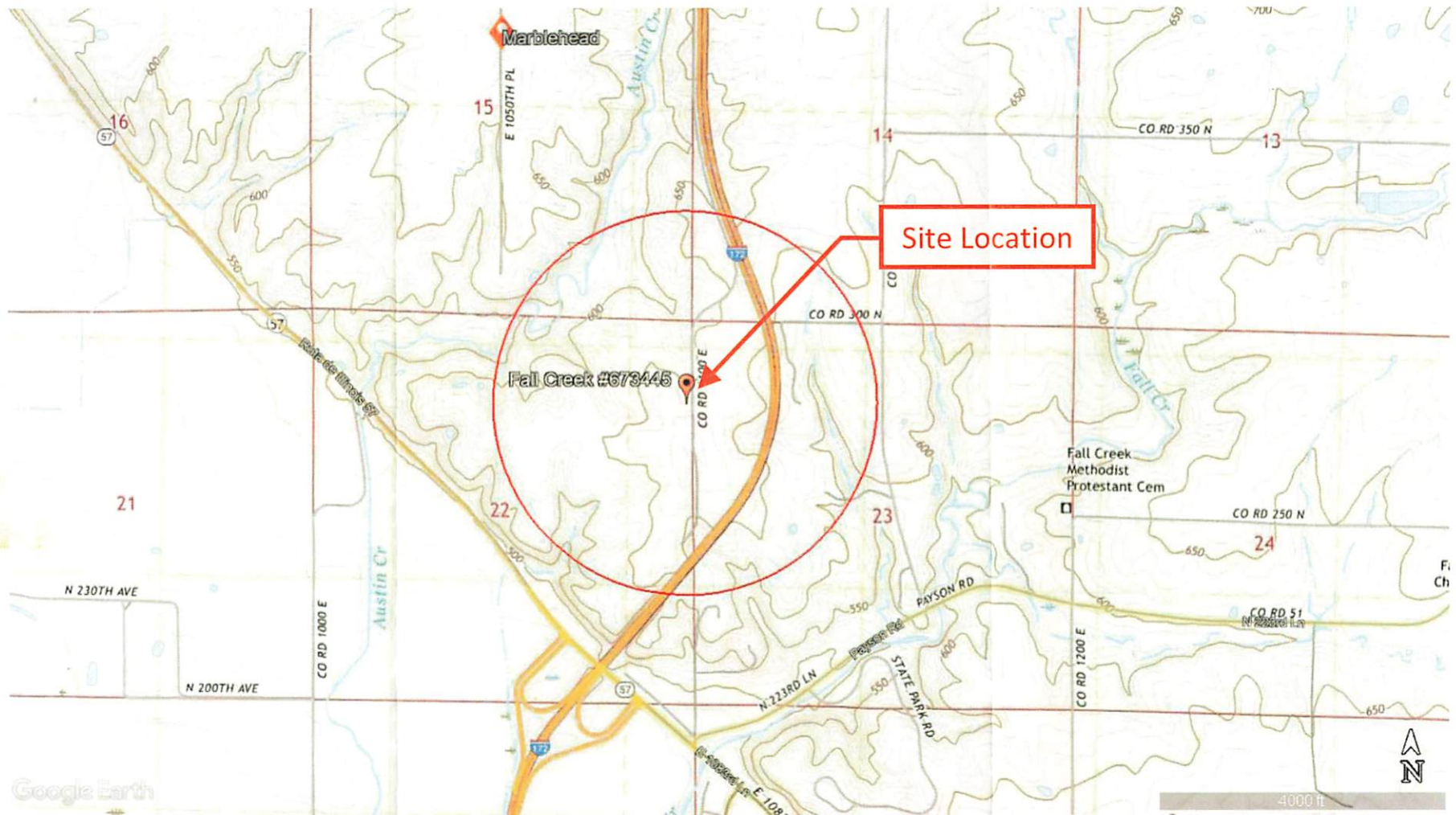


FIGURE 1 – TOPOGRAPHIC MAP

U.S. CELLULAR

FALL CREEK #673445 / GSS PROJECT #W22274

MARBLEHEAD, IL QUAD 2021

SECTION: 22, TOWNSHIP: 3S, RANGE: 8W



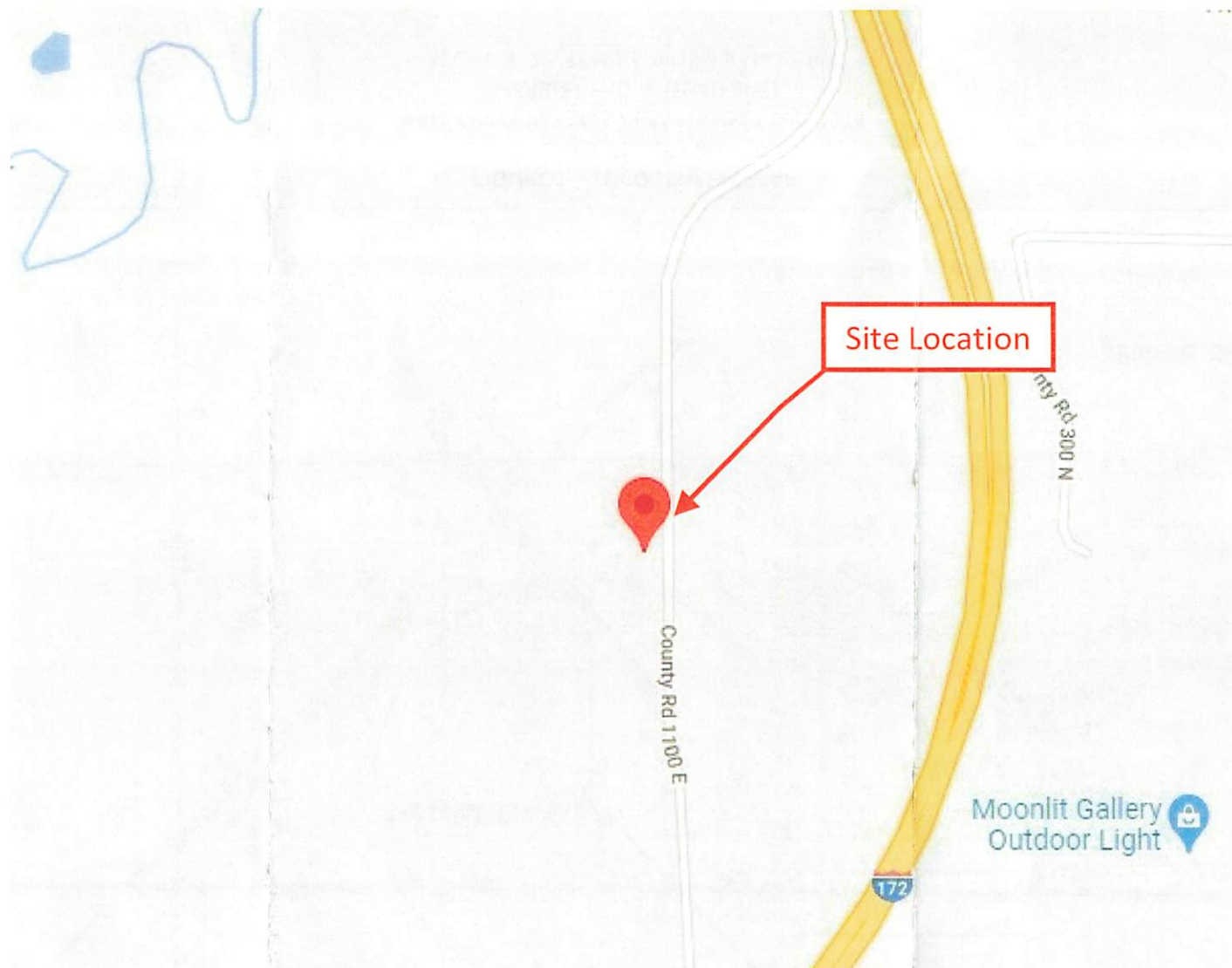
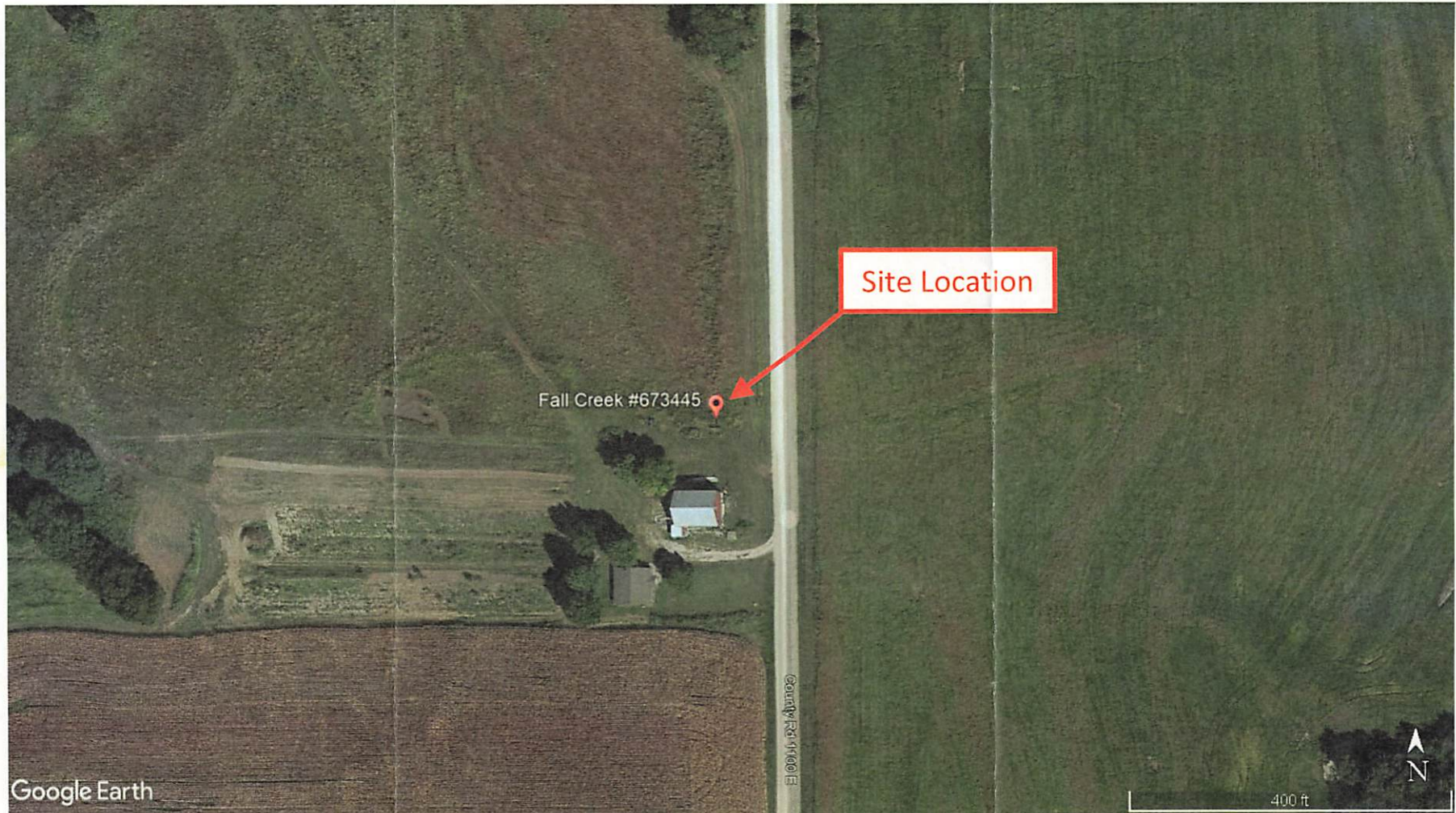




FIGURE 2 – STREET MAP
U.S. CELLULAR
FALL CREEK #673445 / GSS PROJECT #W22274
PAYSON, IL





 **FIGURE 3 – AERIAL IMAGE**
U.S. CELLULAR
FALL CREEK #673445 / GSS PROJECT #W22274
PAYSON, IL 



August 26, 2022

XCEL Project #: 224235



1A Letter

Site Name: Fall Creek
 Site Number: 673445
 Site Address: 277 E 1100 Street
 Payson, IL 62360

PROPOSED TOWER CENTER:

Latitude: 39°47'54.4760" (39.79846555) North (NAD 83)
 Longitude: -91°18'12.5668 (91.30349078) West (NAD 83)

Ground Elevation: 661.75' (AMSL) 000.0'(AGL)

I CERTIFY THAT THE LATITUDE AND THE LONGITUDE ARE ACCURATE TO WITHIN +/- 20 FEET HORIZONTALLY, AND THE SITE ELEVATION IS ACCURATE TO WITHIN +/- 3 FEET VERTICALLY. THE HORIZONTAL DATUM (COORDINATES) ARE IN TERMS OF THE NORTH AMERICAN DATUM OF 1983 (NAD83) AND EXPRESSED AS DEGREES MINUTES AND SECONDS. THE VERTICAL DATUM (HEIGHTS) ARE IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE DETERMINED TO THE NEAREST FOOT.

I ALSO CERTIFY THAT THE ACCURACIES OF THE EQUIPMENT USED TO OBTAIN THESE COORDINATES ARE BETTER THAN OR EQUAL TO WITHIN 3 METERS (9.8') HORIZONTAL AND 1 METER (3.3') VERTICAL.

XCEL Consultants, Inc.

James A Faetanini

James A. Faetanini, PLS
 8300 42nd Avenue West
 Rock Island, IL 61201
 xcel@xcelconsultantsinc.com

State of Illinois
 Expiration Date: November 30, 2022
 License No.: 035-003494





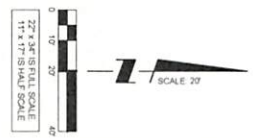
 Call before you dig

 800.4A.T.MOBILE

 48 HOURS BEFORE YOU DIG



1 LOCATION PLAN
SCALE 1" = 20'



SHEET NUMBER
LP

SHEET TITLE
 LOCATION PLAN

PROJECT # 10270

DRAWN BY: CEB
 CHECKED BY: EW
 DATE: 09/10/22

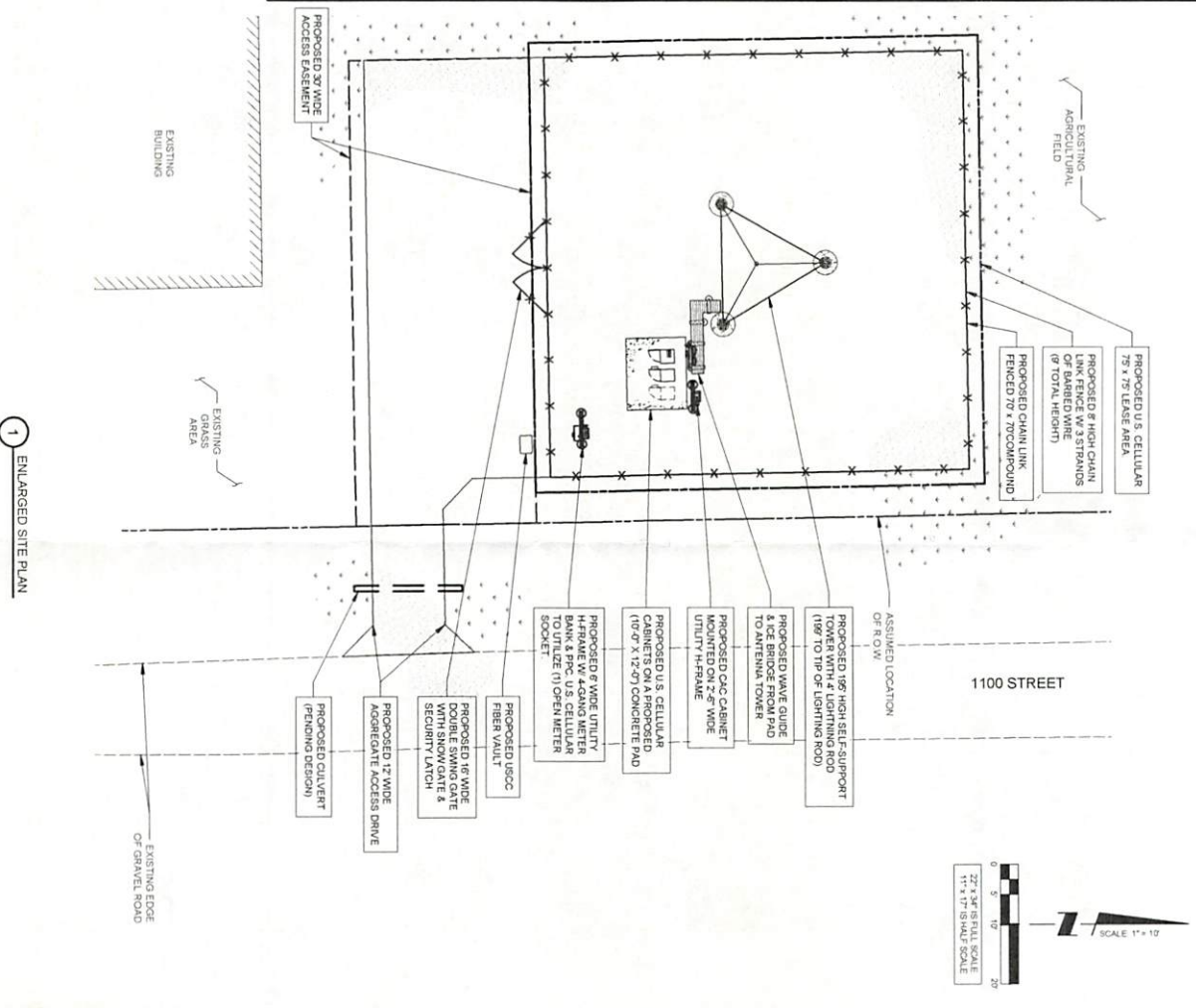
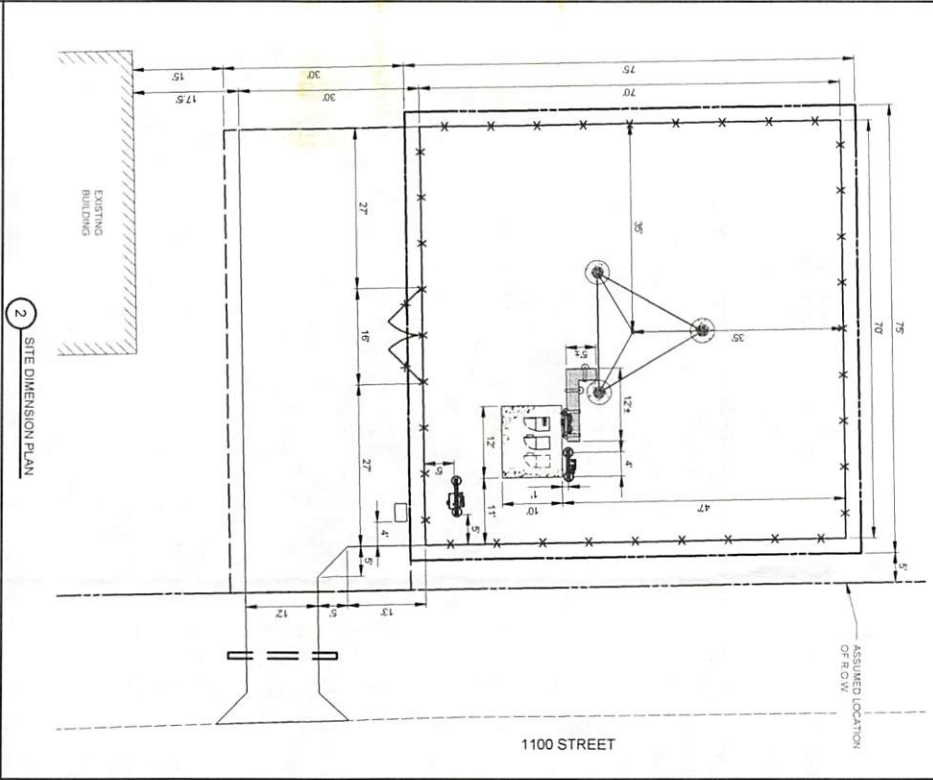
SITE# 673445
 FALL CREEK
 277 E 1100 ST
 PAVSON, IL 62360

REVISIONS			
NO	DESCRIPTION	DATE	BY
A	ISSUED FOR REVIEW	09/10/22	CEB
B	REVISED PER COMMENTS	07/01/22	CEB


TERRA
 CONSULTING ENGINEERS, ARCHITECTS, LTD.
 600 BUSSE HIGHWAY
 PARK RIDGE, IL 60068
 PH: 847-698-6400
 FAX: 847-698-6401



 3806 THIRLANE ROAD
 ROANOKE, VA 24019
 P: (540) 561-2277



1 ENLARGED SITE PLAN

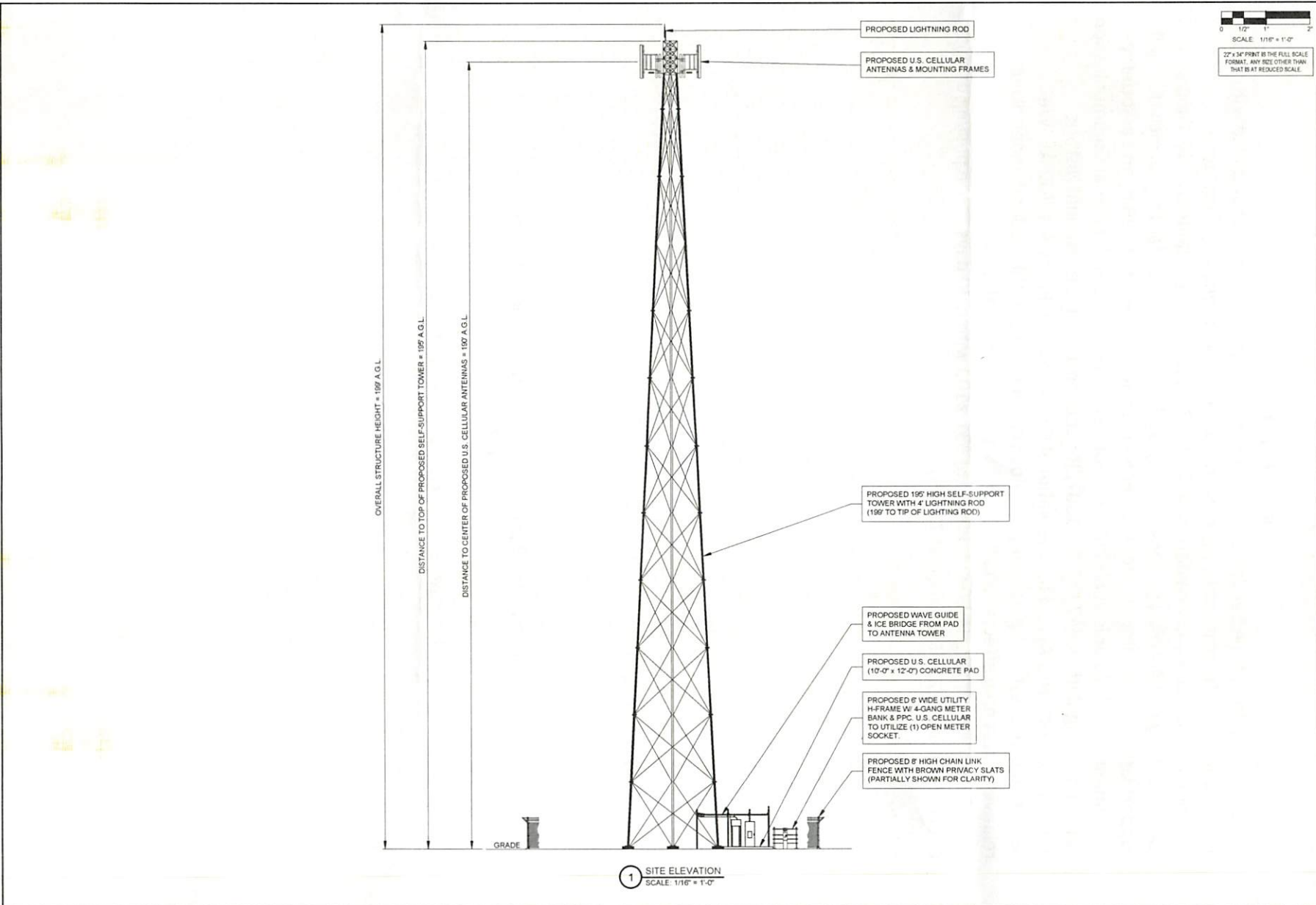
2 SITE DIMENSION PLAN

NO	DESCRIPTION	DATE	BY
A	ISSUED FOR REVIEW	06/10/22	CEB
B	REVISED PER COMMENTS	07/01/22	CEB

**ADAMS COUNTY BOARD MINUTES
DECEMBER 13, 2022**

TERRA
CONSULTING GROUP, L.P.
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-6400
FAX: 847-698-6401

uscellular
3806 THIRLANE ROAD
ROANOKE, VA 24019
P: (540) 561-2277



uscellular
 3806 THIRLANE ROAD
 ROANOKE, VA 24019
 P: (540) 561-2277

TERRA
 605 WINDLE HIGHWAY
 PARK RIDGE, IL 60068
 PH: 847-688-4400
 FAX: 847-688-4401

NO.	DESCRIPTION	DATE	BY
A	ISSUED FOR REVIEW	06/10/22	CEB
B	REVISED PER COMMENTS	07/01/22	CEB

SITE# 673445
FALL CREEK
 277 E 1100 ST
 PAYSON, IL 62360

DRAWN BY:	CEB
CHECKED BY:	EW
DATE:	06/10/22
PROJECT #:	10-070

SHEET TITLE
SITE ELEVATION

SHEET NUMBER
ANT-1

PUBLIC NOTICE

Notice of Initiation of the Section 106 Process-Public Participation in accordance with the FCC's Nationwide Programmatic Agreement. U.S. Cellular intends to construct a communications facility at an address TBD 1100 Street, Payson, Adams County, Illinois (Latitude: N 39 47 54.4760 and Longitude: W 91 18 12.5668). The facility will include a self support lattice telecommunications tower with an overall height of 199 ft. and associated equipment. U.S. Cellular is publishing this notice in accordance with Federal Communications Commission regulations (47 CFR § 1.1307) for Section 106 of the National Historic Preservation Act (NHPA) and for the National Environmental Policy Act (NEPA). We respectfully request that parties interested in commenting on this Federal undertaking relative to potential effects on cultural or historic properties should contact GSS, Inc., 3311 109th Street, Urbandale, IA 50322; Ph. (515) 331-2103 within 30 days of the posting of this notice. (GSS #W22274 Fall Creek #673445)

The above text will publish in the Herald Whig newspaper on
11/2/2022.

At this time, we have not recieved the affidavit.



[Handwritten Signature]
CHAIRMAN

ATTEST:

[Handwritten Signature]
COUNTY CLERK

COUNTY OF ADAMS)
STATE OF ILLINOIS)

I, Ryan A. Niekamp, County Clerk in and for said County of Adams, State of Illinois, do hereby certify that the foregoing is true and complete copy of the proceedings of the Adams County Board's meeting held on December 13th, 2022 as shown by my records in my office.

Witness my hand and official seal at Quincy, Illinois
this 10th day of JANUARY, 2023.



[Handwritten Signature]
COUNTY CLERK