

APRIL 25, 2022

OFFICIAL PROCEEDINGS

St. Clair County Board Meeting





ST. CLAIR COUNTY BOARD

10 Public Square • Room B561 • Belleville, Illinois 62220-1623

MARK A. KERN
CHAIRMAN



(618) 277-6600
Fax (618) 825-2740

COUNTY BOARD MEETING – APRIL 25, 2022

1. Invocation – Tom Holbrook, County Clerk
2. Pledge of Allegiance
3. Call to Order – Chairman Mark A. Kern
4. Roll Call by Tom Holbrook, County Clerk; Present – 26; Absent - 3
Absent: Mr. Casey, Mr. Coers and Mr. Reeb (The Chairman noted that Mr. Casey, Mr. Coers and Mr. Reeb are excused.)
5. Public Participation

None
6. Approval of Minutes of the March 28, 2022, County Board Meeting

Motion to Approve
R. Meile - made
D. Langford - seconded

M/C - RC - Unanimous
7. Reports & Communications from the Chairman
 - a. Reappointment – Members, Farmland Assessment Review Committee - Frederick Helms, Steven Lindauer, Aaron Kramper for a Three (3) Year Term Expiring in 2025

Motion to Approve 7-a
M. Smallheer – made
S. Gomric – seconded

M/C – RC – Unanimous
 - b. Appointment – Commissioner, Merit Commission – Leah Captain to Complete the Unexpired Term of Frank Booker Due to His Resignation

Motion to Approve 7-b
CJ Baricevic – made
K. Dawson – seconded

M/C – RC – Unanimous
 - c. Appointment – Member, Mental Health Board – Robert Allen, Jr. to Complete the Unexpired Term of Brad Harriman Due to His Resignation

Motion to Approve 7-c
R. Mosley, Jr. – made
H. Hollingsworth – seconded

Roll Call Vote: Motion carried with 25 ayes and 1 abstention with Mr. Allen abstaining.

8. Miscellaneous Reports

Motion to Receive and File

D. Langford – made

M. Smallheer – seconded

M/C - RC - Unanimous

9. Committee Reports

a. Emergency Readiness Committee:

- 1. Approval of a Funding Agreement with St. Clair Special Emergency Services Association in the Amount of \$36,000**

Motion to Approve 9-a-1

S. Tieman – made

R. Meile – seconded

M/C – RC – Unanimous

b. Environment Committee:

1. Report

Motion to Approve 9-b-1

CJ Baricevic – made

R. Meile - seconded

M/C - RC - Unanimous

- 2. Ord. #22-1263 – St. Clair Township - Approval for a Zoning Amendment to Change the Zoning District Classification from SR-3 Single-Family Residence to B2 General Business Zone District for Property Located at XXXX North Green Mount Road – Owner Patricia Emmerich Revocable Trust - Applicant, Amerco Real Estate Company – Deny**

Motion to Deny 9-b-2

R. Meile – made

J. Moll – seconded

M/C - RC - Unanimous

c. Finance Committee:

1. Treasurer's Monthly Report

Motion to Approve 9-c-1

M. Crawford – made

S. Gruberman - seconded

M/C - RC - Unanimous

2. Treasurer's Report of Funds Invested

Motion to Approve 9-c-2

M. Crawford – made

S. Gruberman - seconded

M/C - RC - Unanimous

3. Ord #22-1264 - Tax Levy Abatement

Motion to Approve 9-c-3

M. Crawford – made

D. Langford – seconded

Roll Call Vote: Motion carried with 24 ayes and 2 nays with Mr. Cockrell and Mr. Dawson voting nay.

4. Salary Claims

Motion to Approve 9-c-4

M.. Crawford – made

S. Gruberman - seconded

M/C - RC - Unanimous

5. Expense Claims – Claims Subcommittee

Motion to Approve 9-c-5

M. Crawford – made

CR Vernier – seconded

M/C - RC - Unanimous

d. Judiciary Committee:

1. Ord. #22-1265- Allowing the St. Clair County Treasurer to Adopt a Single Bidder Rule for the Annual Tax Sale

Motion to Approve 9-d-1

S. Gomric – made

R. Mosley, Jr. - seconded

M/C - RC - Unanimous

e. Labor Committee:

1. Approval of an Agreement Between St. Clair County Road Deputies Unit and the Illinois FOP Labor Council

Motion to Approve 9-e-1

K. Sharkey – made

W. Dancy - seconded

M/C - RC - Unanimous

2. Approval of an Agreement Between St. Clair County Correctional Officers Unit and the Illinois FOP Labor Council

Motion to Approve 9-e-2

K. Sharkey - made

W. Dancy - seconded

M/C - RC - Unanimous

f. Transportation Committee:

1. Res. #2706-22-RT – Awarding a Contract to the Low Bidder Keeley & Sons in the Amount of \$72,517.32 to Replace the Existing Crossroad Culvert under Floraville Road, County Highway 9

Motion to Approve 9-f-1

CR Vernier – made

CJ Baricevic – seconded

M/C – RC – Unanimous

2. **Res. #2707-22-RT – Awarding a Contract to the Low Bidder Illiana Construction in the Amount of \$1,523,547.48 to Furnish and Apply Emulsions for the Calendar Year 2022**

Motion to Approve 9-f-2

CR Vernier – made

R. Wilhelm – seconded

M/C – RC – Unanimous

3. **Res. 2708-22-RT – Appropriating \$300,000 from the County's Highway Fund to Replace the HVAC System at the County Department of Roads and Bridges Office Building**

Motion to Approve 9-f-3

CR Vernier – made

M. Smallheer – seconded

M/C – RC – Unanimous

4. **Res. #2709-22-RT – Awarding Contracts to Lochmueller Group and Executive Real Estate Consulting Service for Negotiation and Relocating Services Terminating on January 1, 2025, or When the Cumulative Amount Reaches \$100,000**

Motion to Approve 9-f-4

CR Vernier – made

S. Gruberman – seconded

M/C – RC – Unanimous

g. Trustee Committee

1. **Res. #2710-22-R – Delinquent Taxes**

Motion to Approve 9-g-1

L. Mosley - made

H. Hollingsworth - seconded

M/C - RC - Unanimous

2. **Approval of Extensions**

Motion to Approve 9-g-2

R. Mosley, Jr. - made

H. Hollingsworth - seconded

M/C - RC - Unanimous

10. Grants Payroll and Expenses

Motion to Receive and File

S. Gruberman - made

M. Smallheer - seconded

M/C - RC - Unanimous

11. County Health Department Report

Motion to Receive and File

M. Smallheer - made

B. Trentman- seconded

M/C - RC - Unanimous

12. Department of Revenue Report

Motion to Receive and File

S. Tieman – made

CJ Baricevic – seconded

M/C - RC - Unanimous

13. Comments by the Chairman

Executive Session – Pending Litigation / Workers Compensation / Personnel

The Chairman reported that tonight the County Board lowered the tax rate in St. Clair County, despite costs increasing.

13. Any other Pertinent Business

None

14. Adjournment

There being no further business, a motion was made by CJ Baricevic, seconded by R. Meile that the Board stand adjourned until Tuesday, May 31, 2022, at 7:30 p.m., for the May Meeting, and to convene in the County Board meeting Room B-564, 10 Public Square, Belleville, Illinois, when it will be the pleasure for all to attend. Motion carried unanimously.

**THOMAS HOLBROOK, COUNTY CLERK AND
EX-OFICIO CLERK OF THE COUNTY BOARD**

JUDICIARY COMMITTEE



MARK A. KERN
CHAIRMAN

ST. CLAIR COUNTY BOARD

10 PUBLIC SQUARE, ROOM B-561, BELLEVILLE, ILLINOIS 62220-1623
(618) 825-2203 • FAX: (618) 825-2740

COUNTY BOARD MEETING – April 25, 2022

7:30 p.m.

District 5
LONNIE MOSLEY
VICE-CHAIRMAN

BOARD MEMBERS

District 1
ROBERT L. ALLEN, JR.

District 2
HARRY HOLLINGSWORTH

District 3
WILLIE L. DANCY

District 4
ROBERT A. WILHELM

District 6
ROY MOSLEY, JR.

District 7
ED COCKRELL

District 8
KEN EASTERLEY

District 9
C. RICHARD VERNIER

District 10
CJ BARICEVIC

District 11
JERRY J. DINGES

District 12
SUSAN GRUBERMAN

District 13
STEPHEN E. REEB

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ROBERT J. TRENTMAN

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JOHN COERS

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RICHIE MEILE

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MARTY T. CRAWFORD

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SCOTT TIEMAN

District 27
KENNETH G. SHARKEY

District 28
SCOTT GREENWALD

District 29
RICK CASEY

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2. Pledge of Allegiance
3. Call to Order
4. Roll Call
5. Public Participation
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 - a. Reappointment – Members, Farmland Assessment Review Committee - Frederick Helms, Steven Lindauer, Aaron Kramper for a Three (3) Year Term Expiring in 2025
 - b. Appointment – Commissioner, Merit Commission – Leah Captain to Complete the Unexpired Term of Frank Booker Due to His Resignation
 - c. Appointment – Member, Mental Health Board – Robert Allen, Jr. to Complete the Unexpired Term of Brad Harriman Due to His Resignation
8. Miscellaneous Reports
9. Committee Reports
 - a. Emergency Readiness Committee:
 1. Approval of a Funding Agreement with St. Clair Special Emergency Services Association in the Amount of \$36,000
 - b. Environment Committee:
 1. Report
 2. Ord. #22-1263 – St. Clair Township - Approval for a Zoning Amendment to Change the Zoning District Classification from SR-3 Single-Family Residence to B2 General Business Zone District for Property Located at XXXX North Green Mount Road – Owner Patricia Emmerich Revocable Trust - Applicant, Amerco Real Estate Company – Deny



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- c. **Finance Committee:**
 - 1. **Treasurer's Monthly Report**
 - 2. **Treasurer's Report of Funds Invested**
 - 3. **Ord #22-1264 - Tax Levy Abatement**
 - 4. **Salary Claims**
 - 5. **Expense Claims – Claims Subcommittee**
- d. **Judiciary Committee:**
 - 1. **Ord. #22-1265- Allowing the St. Clair County Treasurer to Adopt a Single Bidder Rule for the Annual Tax Sale**
- e. **Labor Committee:**
 - 1. **Approval of an Agreement Between St. Clair County Road Deputies Unit and the Illinois FOP Labor Council**
 - 2. **Approval of an Agreement Between St. Clair County Correctional Officers Unit and the Illinois FOP Labor Council**
- f. **Transportation Committee:**
 - 1. **Res. #2706-22-RT – Awarding a Contract to the Low Bidder Keeley & Sons in the Amount of \$72,517.32 to Replace the Existing Crossroad Culvert under Floraville Road, County Highway 9**
 - 2. **Res. #2707-22-RT – Awarding a Contract to the Low Bidder Illiana Construction in the Amount of \$1,523,547.48 to Furnish and Apply Emulsions for the Calendar Year 2022**
 - 3. **Res. 2708-22-RT – Appropriating \$300,000 from the County's Highway Fund to Replace the HVAC System at the County Department of Roads and Bridges Office Building**
 - 4. **Res. #2709-22-RT – Awarding Contracts to Lochmueller Group and Executive Real Estate Consulting Service for Negotiation and Relocating Services Terminating on January 1, 2025, or When the Cumulative Amount Reaches \$100,000**
- g. **Trustee Committee:**
 - 1. **Res. #2710-22-R - Delinquent Taxes**
 - 2. **Approval of Extensions**
- 10. **Grants Payroll and Expenses**
- 11. **County Health Department Report**
- 12. **Department of Revenue Report**
- 13. **Comments by the Chairman**
Executive Session – Pending Litigation/Workers' Compensation
- 14. **Any other Pertinent Business**
- 15. **Adjournment**

April 25, 2022

Honorable Mark A. Kern, Chairman
St. Clair County Board
#10 Public Square, Room B-561
Belleville, IL 62220

County Board Members:

We, the Judiciary Committee, wish to report that the Minutes from the March 28, 2022 County Board meeting have been entered on record.

The Committee has checked the minutes and recommend they be approved by this Honorable Body.

Respectfully submitted,

JUDICIARY COMMITTEE
St. Clair County Board



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RICK CASEY

April 25, 2022

**St. Clair County Board
#10 Public Square
Belleville, IL 62220**

Members of the Board:

Since the following appointments shall be made by the Chairman of the St. Clair County Board with the approval of the Members of the County Board, I respectively submit the following appointments for your consideration and approval:

1. Members, Farmland Assessment Committee:

Reappointment of **FREDERICK HELMS** to complete a three (3) year term effective May 10, 2022 and expiring May 9, 2025.

Reappointment of **STEVEN LINDAUER** to complete a three (3) year term effective May 10, 2022 and expiring May 9, 2025.

Reappointment of **AARON KRAMPER** to complete a three (3) year term effective May 10, 2022 and expiring May 9, 2025.

2. Commissioner, Merit Commission

Appointment of **LEAH CAPTAIN** to complete the unexpired term of Frank Booker, due to his resignation, effective immediately and expiring July 30, 2027.

3. Member, Mental Health Board

Appointment of **ROBERT ALLEN, JR.** to complete the unexpired term of Brad Harriman, due to his resignation, effective immediately and expiring on December 31, 2025.

**MARK A. KERN, Chairman
St. Clair County Board**

MAK/dm

LEAH A. CAPTAIN

624 Daniel Drive
Mascoutah, IL 62258
618.660.8713
lcaptain@cbsclaw.com

EDUCATION

SAINT LOUIS UNIVERSITY SCHOOL OF LAW

J.D., August, 2014

Licensed in the State of Illinois

WEBSTER UNIVERSITY

B.A. in Legal Studies, December, 2005

Honors: Departmental Honors (GPA 3.87)

Lambda Epsilon Chi (LEX)

Study Abroad: Leiden, Netherlands, Summer, 2005

SOUTHWESTERN ILLINOIS COLLEGE

Associates Degree in Paralegal Studies, December, 2002

Honors: Phi Theta Kappa National Honor Society

Dean's List

National Dean's List

EXPERIENCE

COOK, BARTHOLOMEW, SHEVLIN, COOK & JONES, LLP, Belleville, IL

Attorney

2019 - Present

COOK, BARTHOLOMEW, SHEVLIN & COOK, LLP, Belleville, IL

Attorney

2018 - 2019

COOK, YSURSA, BARTHOLOMEW, BRAUER & SHEVLIN, LTD., Belleville, IL

Attorney

2015 - 2018

COOK, YSURSA, BARTHOLOMEW, BRAUER & SHEVLIN, LTD., Belleville, IL

Paralegal

2004 - 2015

- Assist multiple attorneys with broad ranged responsibilities that encompass the timely and complex preparation of cases from discovery to trial phase
- Draft pleadings and interrogatories in a variety of areas, including personal injury, sexual discrimination, wage discrimination, age discrimination, retaliatory discharge, worker's compensation, and estate matters under the

- supervision of an attorney
- Participate in preparation and attended mediations involving wrongful termination, sex, wage and age discrimination cases
- Generate monthly Worker's Compensation dockets and redline case lists
- Liaison between attorneys, clients, healthcare providers, insurance carriers, law firms, and governmental agencies
- Responsible for reporting cases and obtaining lien determinations from Medicare
- Responsible for the preparation of lien listings
- Participation in lien negotiations
- Review medical records and prepare medical bill summaries
- Review deposition transcripts and medical records and prepare summaries
- Conduct legal research for multiple attorneys
- Responsible for maintaining and updating law library

DENNIS W. SHEVLIN, Attorney at Law, Belleville, IL

Paralegal

2002 - 2004

- Conducted client interviews
- Assembled initial case files
- Receptionist duties

COMMUNITY INVOLVEMENT

St. Clair County Bar Association Board of Directors (2021-Present)

St. Paul UCC Volunteer (2010 - Present)

South Mascoutah Jaycees (2007 - 2010)

Assist in Charitable and Political Fundraisers (2007 - Present)

St. Louis Paralegal Association (2010 - 2011)

April 18, 2022

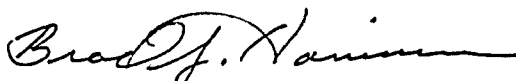
Mr. Dana Rosenzweig
Executive Director
St. Clair County Mental Health Board
307 East Washington Street
Belleville, IL 62220

Dear Dana,

It has been a privilege to serve on the St. Clair County Mental Health Board for the past 20 years; however, I feel it is time for me to step down. Please accept my resignation effective immediately.

I wish you and your staff the best. Continue the good work.

Sincerely,


Brad J. Harriman

TO: ST. CLAIR COUNTY BOARD

FROM: MARK A. KERN, Chairman
ST. CLAIR COUNTY BOARD

SUBJ: Miscellaneous Reports

DATE: April 25, 2022

The following routine informational reports are by various department heads for you to receive and to have placed on file by voice vote; no other action being necessary:

Emergency Management Agency

The activities during the month of March / April 2022 were routine and the report of same will be placed on file in the County Board Office.

Juvenile Detention Center

The population from March 2, 2022 to March 29, 2022 consisted of 167 juveniles: 159 boys and 8 girls. The report of same will be placed on file in the County Board office.

County Jail

The Jailer reports that prisoners from the period of March 23, 2022 through April 19, 2022 are an average of 483 prisoners per day. The report of same will be placed on file in the County Board office.

This Miscellaneous Report will become a part of the County Board Meeting Minutes.



Herbert Simmons
EMA Director

St. Clair County

Emergency Management Agency (EMA)

110 West Washington St. – Belleville, IL 62220 – (618) 825-2682
After Hours (618) 277-3500 Fax # (618) 825-2750

Report of Activities

Emergency Readiness / Public Safety Committee

March 2022 / April 2022

1. All monthly radio tests were conducted, and no problems were noted.
2. Monthly tests of the outdoor warning sirens were postponed due to inclement weather.
3. Continue to attend the monthly Hospital/EMS COVID 19 Conference Calls
4. Attend the weekly Conference call with IEMA Director regarding COVID-19
5. Attended the Monthly Starcom 21 Committee Meeting
6. Conducted monthly informational briefing on Facebook.
7. Attended the STARRS Board Meeting.
8. Attended the Statewide Interoperable Executive Committee Meeting.
9. Attended the Statewide 9-1-1 Next Generation 9-1-1 planning meeting.
10. Completed the renewal of the 10 year hosted AT&T next generation 9-1-1 contract.
11. Attended meeting of the Statewide 9-1-1 Advisory Board..
12. Attended the Illinois Terrorism Task Force Emergency Management Sub Committee Meeting.
13. Attended multiple planning meetings with area first responders and NASCAR representatives for the upcoming NASCAR cup series race.
14. Responded to flooding in Cahokia Heights neighborhood meeting with municipal representatives.



St. Clair County Juvenile Detention Center

GREGORY F. NORKUS
DIRECTOR
Court Services and Probation Department
20th Judicial Circuit

9006 Lebanon Rd.
Belleville, IL 62223.1503
Phone: [618] 397. 0766
Fax: (618) 397. 5284
lbre@co.st-clair.il.us

Lawrence Brazil
Superintendent

LISA K. BRENNAN-FLEMING
Assistant Superintendent

March 30, 2022

Public Safety Committee
St. Clair County Building
10 Public Square
Belleville, IL 62220

Dear Committee Members

Please be advised, as indicated by my Population Report, that we did not exceed the D.O.C. rate capacity of 38 for the reporting period of March 2nd, 2022 through March 29, 2022.

If you have any questions about this matter, please contact me.

Sincerely

Lawrence Brazil
Superintendent

St. Clair County
Illinois

Population Report March 02, 2021 to March 29, 2022
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	Boys	Girls	Total
03/02/22	7	1	8
03/03/22	11	1	12
03/04/22	9	0	9
03/05/22	8	0	8
03/06/22	8	0	8
03/07/22	8	0	8
03/08/22	8	0	8
03/09/22	5	0	5
03/10/22	6	0	6
03/11/22	5	0	5
03/12/22	4	0	4
03/13/22	4	0	4
03/14/22	5	0	5
03/15/22	3	0	3
03/16/22	4	0	4
03/17/22	4	1	5
03/18/22	4	0	4
03/19/22	4	0	4
03/20/22	4	0	4
03/21/22	6	0	6
03/22/22	5	0	5
03/23/22	6	0	6
03/24/22	5	0	5
03/25/22	5	0	5
03/26/22	6	1	7
03/27/22	5	1	6
03/28/22	5	2	7
03/29/22	5	1	6

Total	159	8
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Grand Total	167
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Daily Peak Population Report

For Period Beginning on March 23, 2022 Through April 19, 2022 - Current Capacity: 418

Date	Population	Over/Under	Status
Wednesday, March 23, 2022	481	-63	Over Capacity
Thursday, March 24, 2022	484	-66	Over Capacity
Friday, March 25, 2022	486	-68	Over Capacity
Saturday, March 26, 2022	477	-59	Over Capacity
Sunday, March 27, 2022	477	-59	Over Capacity
Monday, March 28, 2022	484	-66	Over Capacity
Tuesday, March 29, 2022	487	-69	Over Capacity
Wednesday, March 30, 2022	482	-64	Over Capacity
Thursday, March 31, 2022	488	-70	Over Capacity
Friday, April 1, 2022	481	-63	Over Capacity
Saturday, April 2, 2022	476	-58	Over Capacity
Sunday, April 3, 2022	483	-65	Over Capacity
Monday, April 4, 2022	483	-65	Over Capacity
Tuesday, April 5, 2022	482	-64	Over Capacity
Wednesday, April 6, 2022	487	-69	Over Capacity
Thursday, April 7, 2022	487	-69	Over Capacity
Friday, April 8, 2022	480	-62	Over Capacity
* Saturday, April 9, 2022	472	-54	Over Capacity
Sunday, April 10, 2022	476	-58	Over Capacity
Monday, April 11, 2022	485	-67	Over Capacity
Tuesday, April 12, 2022	479	-61	Over Capacity
Wednesday, April 13, 2022	490	-72	Over Capacity
Thursday, April 14, 2022	494	-76	Over Capacity
Friday, April 15, 2022	481	-63	Over Capacity
Saturday, April 16, 2022	489	-71	Over Capacity
Sunday, April 17, 2022	484	-66	Over Capacity
Monday, April 18, 2022	485	-67	Over Capacity
* Tuesday, April 19, 2022	496	-78	Over Capacity

Average Daily Population: 483

Days In Reporting Period: 28

* - Designates Min and Max Dates

... End of Report ...



St. Clair Special Emergency Services Association

110 W. Washington Street
Belleville, IL 62220

Phone: (618) 825-2682

Fax: (618) 825-2750

April 25, 2022

Chairman Mark Kern
10 Public Square
Belleville, IL 62220

Re: Continued funding for St. Clair Special Emergency Services Association

Chairman Kern,

The St. Clair Special Emergency Services Association is looking forward to providing specialized services to the entire county this coming year. SCSESA has raised funds through fundraising and billing for services rendered to support itself this past year. However, additional funds are needed to fully support its operations. This year again we are requesting \$36,000.00 that the county has graciously provided in the past. This additional funding will help maintain a healthy operation of our organization.

Kind Regards,

Robert Allen Jr.
Secretary

ENVIRONMENT COMMITTEE MEETING

March 22, 2022

The regular meeting of the Environment Committee of the St. Clair County Board was called to order on Tuesday, March 22, 2022, AT 3:00 P.M. by Richie Meile, Chairman.

Members present: Richie Meile, Ken Easterley, John Coers and Rick Casey.

Member excused: Matt Smallheer, CJ Baricevic & Marty Crawford

Staff in attendance: Pam Click, Zoning and Sharon Valentine, Health Department.

Members recited the Pledge of Allegiance.

MOTION by Easterly, second by Casey to approve Minutes from February 22, 2022.
Motion Carried

MOTION by Casey, second by Easterley to approve Zoning Fee Report. Motion Carried.

MOTION by Casey, second by Easterley to approve Zoning Board Summary for Case 2022-01-SP. Coers abstains. Motion carried.

MOTION by Casey, second by Coers to approve Occupancy Program Report. Motion Carried.

MOTION by Coers, second by Casey to approve Building Permit Report. Motion Carried.

MOTION by Casey, second by Coers to approve Expense Claims for February, 2022.
Motion carried.

HEALTH DEPARTMENT REPORT – SHARON VALENTINE

Ms. Valentine announced an Electronic Recycling Event scheduled for Saturday, March 26th from 8:00am – 12:00pm in Irvington, Illinois. Ms. Valentine left flyers regarding the event.

ZONING DIRECTOR REPORT – ANNE MARKEZICH

No Report

CLEAN SWEEP PROGRAM

No Report

BEN HENNING – STATES ATTORNEY’S OFFICE

No Report

MOTION to adjourn by Casey, second by Easterley. Motion Carried.



MARCH 2022 - FEE REPORT

Payment Date Range 03/01/22 - 03/31/22
Summary Listing

Payment Code	Zoning - Zoning & Mapping
ZB100 - AZC-APP Zoning Compliance Permit	
ZB100-1 - AZC-APP Zoning Comp Perm-Revise	
ZB100-3 - Plan Review Residence	
ZB100-4 - Plan Review Commercial	
ZB101 - Commercial & Industrial Permit	
ZB102 - Demolition permit	
ZB103-1 - Electrical Permit 1 Insp	
ZB103-2 - Electrical Permit 2 Insp	
ZB104 - Garage/Pole Barn Permit	
ZB105 - Misc Accessory Structure Permit	
ZB105-1 - Deck Permit	
ZB105-2 - Carport Permit	
ZB106-1 - Modular/Manuf Home Permit	
ZB108 - Reinspection fee - new constr	
ZB109-1 - B/P Renewal	
ZB110-2 - Res Add Permit >\$50,000	
ZB111-2 - Res Remodel Permit > \$50,000	
ZB111-3 - Res Rem Permit \$10,000 - \$50,000	
ZB113-1 - Single Fam Res Permit <2500 sqft	
ZB113-2 - Single Fam Res Permit >2500 sqft	
ZB114 - Stormwater Erosion Permit	
ZB115-1 - Swimming Pool Permit-In Ground	
ZB118 - Solar Energy System Fee \$10-\$50K	
ZB119 - Solar Energy System Fee >\$50,000	
ZC0101 - OCC Village of Fayetteville	
ZC0102 - OCC Village of Millstadt	
ZH100 - ABV-Area/bulk Variance	
ZH101 - Planning Development	
ZH102 - Special Use Permit	
ZH103 - Zoning Amendment	
Z-MB Inv - Misc Billing by Invoice	
ZO100 - OCC Multi-Family	
ZO101 - OCC Single Family	
ZO102 - OCC Manuf/Mobile Home Insp	
ZO103 - Reinspection Fee-Occupancy	
ZO104 - Certification of Occupancy	
ZO105 - Certification of Occupancy-Mod	
ZO106 - OCC Duplex/Condo Inspection	

Default Bank Account	Number of Transactions	Total Amount Collected
BOE-Investment Pool	49	1,500.00
BOE-Investment Pool	1	30.00
BOE-Investment Pool	6	450.00
BOE-Investment Pool	7	700.00
BOE-Investment Pool	7	5,048.97
BOE-Investment Pool	3	300.00
BOE-Investment Pool	15	1,125.00
BOE-Investment Pool	1	100.00
BOE-Investment Pool	7	1,225.00
BOE-Investment Pool	2	150.00
BOE-Investment Pool	3	375.00
BOE-Investment Pool	2	250.00
BOE-Investment Pool	1	150.00
BOE-Investment Pool	12	1,200.00
BOE-Investment Pool	4	1,537.50
BOE-Investment Pool	1	300.00
BOE-Investment Pool	2	500.00
BOE-Investment Pool	2	1,000.00
BOE-Investment Pool	14	1,870.00
BOE-Investment Pool	7	1,400.00
BOE-Investment Pool	5	1,500.00
BOE-Investment Pool	5	1,500.00
BOE-Investment Pool	2	200.00
BOE-Investment Pool	10	1,100.00
BOE-Investment Pool	5	1,500.00
BOE-Investment Pool	1	1,000.00
BOE-Investment Pool	5	2,500.00
BOE-Investment Pool	1	500.00
BOE-Investment Pool	8	11,335.83
BOE-Investment Pool	17	2,850.00
BOE-Investment Pool	62	11,125.00
BOE-Investment Pool	11	1,100.00
BOE-Investment Pool	21	1,050.00
BOE-Investment Pool	82	2,870.00
BOE-Investment Pool	2	50.00
BOE-Investment Pool	17	2,800.00
Grand Totals	405	\$65,292.30
Grand Totals	405	\$65,292.30



St. Clair County Zoning Board of Appeals' ADVISORY REPORT TO THE ST. CLAIR COUNTY BOARD

ADVISORY REPORT

Application By: Amerco Real Estate Company, 2727 N. Central Ave, Suite 500, Phoenix, AZ **Case #:** 2022-02-ZA
Owner: Patricia I. Emmerich Revocable Trust, 3601 State Route 159, Freeburg, IL

Application Filed: 03/08/2022

Publication Date: 03/15/2022

Hearing Date & Time: 04/05/2022 @
6:45 p.m.

Request: A request for a Zoning Amendment to change the zoning district classification of certain tract of land (10.5 acres) from SR-3 Single-family Residence to B-2 General Business zone district, on property commonly known as XXXX N. Green Mount Road, Belleville, IL.

Zoning Board of Appeals Members Present: S. Penny, G. Meister, K. Heberer, A. Edwards, S. Lindauer, S. Howell, & M. Deitz

County Board Members Present at Hearing: Jana Moll

Other Comments: *[list general comments from the public for or against the proposal or any other relevant matter]*

Applicant's representative Michael White, Market President for U-Haul St. Louis, presented the application. Mr. White stated that the Applicant is U-Haul's real estate division that handles site acquisition for company facilities. The proposed company facility is different from the U-Haul facilities that are associated with other businesses in the Metro-east. He explained that U-Haul is desiring to purchase approximately 10.5 acres from the owners of the subject property to develop into a company owned U-Haul facility that would be comprised of indoor storage (climate controlled), outside storage units, U-Haul truck and trailer rental, and retail sales of moving and towing items. He stated that the closest company facility to this proposed site is in downtown St. Louis. He testified that there is a considerable need for this type of facility in the Metro-east given its population and proximity to Scott Air Force Base. The 10.5 acres that the Applicant is requesting to be rezoned is in the northeast corner of the subject parcel adjacent to the railroad track on the north, bordered by Green Mount Road on the east, and bordered by the extension of Wingate Blvd. on the south.

The site would be accessed from Green Mount Road via Wingate Blvd. The Applicant would construct Wingate Blvd.'s extension to the west pursuant to County standards and specifications. The facility would be staffed by 10-20, full time and part time employees, and its hours would be Monday – Thursday 7:00 a.m. to 7:00 p.m.; Friday 7:00 a.m. to 8:00 p.m.; Saturday 7:00 a.m. to 7:00 p.m.; and Sunday 9:00 a.m. to 5:00 p.m. The facility will be serviced by public water and public sewers. There will be 24-hour video surveillance of the facility, and the facility will be fenced with controlled access. There will be lighting but such would be downward facing and directed to stay on-site. Mr. White displayed photographic renderings of the facility and its footprint and went over the square footage of the buildings to be built. The tallest building is proposed to be three (3) stories tall. Mr. White further testified that they typically see 30 cars per day Monday thru Friday and 53 cars on Saturday.

The subject parcel while zoned SR-3 is currently being utilized as farm ground.

There were several members of the public in attendance and most provided testimony against the application.

Lisa Cole of 106 Foxbrush Drive, Belleville had concerns that a similar proposal was sought by the Applicant on the east side of Green Mount Road in the Village of Shiloh's jurisdiction and such was denied by the Village. What is the difference if the facility was placed across the road in a different jurisdiction? The same concerns exist. Also Ms. Cool did not want such a facility in her backyard, had concerns with water retention and security of the area. Mr. White indicated the Applicant is aware that they will need to design and construct water retention/detention areas on site, but such is pending zoning approval as the Applicant does not want to incur the expense of designing such facilities if not approved.

Janet Bertschinger of 205 Sagebrush Drive, Belleville had concerns regarding the impact the development would have on the area, as she was told that the farm field behind her house wouldn't be developed.

Tony Smallman of 41 Acorn Lake Drive, Shiloh testified that he represents the sellers of the property but is also on various area economic development boards and committees and testified in favor of the application. He also stated that he believes Wingate Blvd. would not go through and connect with the existing subdivision to the west. He stated that this is a \$20 million project that will benefit the area greatly.

Rich Bledsoe, Fox Brush Drive, testified that he is concerned that the rezoning and proposed project would negatively impact the value of his land.

Christie Bledsoe, Fox Brush Drive, testified that she is concerned about traffic issues on Green Mount Road. The application would add additional traffic to an already congested area.

Erica Stelhorse testified that she is representing her boss who lives in the area and he would be concerned with further expansion of the zoning district and the proposed facility if U-Haul is permitted.

County Board Member Jana Moll is concerned about traffic and that a rezoning would open the door for other development and other uses in a B-2 zoning. Ultimately, Ms. Moll said she is undecided about the application.

The Zoning Board had discussion regarding the other types of uses allowed in a B-2 zoning district if the subject property was rezoned the U-Haul facility was not constructed. A lot to the uses in a B-2 zoning district are more intense and intrusive than those current uses in the general vicinity of the proposed rezoning.

Witnesses having been sworn, testimony and evidence presented, and the Zoning Board of Appeals being fully advised in the premises, and the Board having considered the following in conjunction therewith, and found:

- (1) The existing use of the property in question is farmland. The current use while not aligned with zoning, it is a typical use found on vacant ground that is slated for future development. Further, it is a non-intrusive use found in St. Clair County, which is low impact to adjacent uses.
- (2) The existing uses and zoning of other lots in the vicinity are primarily single-family residential, with some multi-family (apartment), and an elementary school. In addition, adjacent property to the north and east is in the jurisdiction of municipalities (Belleville & Shiloh), and thus, under their respective zoning jurisdictions.
- (3) The subject property can be used for SR-3 purposes and has similar uses in all directions.
- (4) The subject property in general is suitable for the use proposed by the Applicant; however, there are no similar uses and to such a scale in nearby proximity to the subject parcel. All uses in proximity are residential in nature, and or not business/commercial services of a non-retail or personal service character that would be found in a B-2 zoned district. Such uses allowed in a B-2 zoning district are more intensive and intrusive uses than those currently found in the general area of this proposed rezoning.
- (5) There is a trend in the area of residential development. While further south there are existing business that are of a B-1 nature, retail and service, there are no B-2 uses in close proximity to the subject parcel.

- (6) While the County's Comprehensive Plan, provides for "commercial," B-2 commercial would not be in line with development in the area, and would be spot zoning.

Based upon the above testimony and facts, the Zoning Board of Appeals recommends the DENIAL of this request.

A motion was made by A. Edwards to *DENY* the request. The motion was seconded by M. Deitz. The members of the Board voted as follows: S. Penny-Yes, M. Deitz-Yes, G. Meister-Yes, S. Howell-Yes, K. Heberer-Yes, S. Lindauer-Yes, and A. Edwards-Yes. The motion carried 7 to 0.

IT IS THEREFORE THE RECOMMENDATION OF THE ST. CLAIR COUNTY ZONING BOARD OF APPEALS THAT THE REQUESTED REZONING BE *DENIED*, FOR THE AFOREMENTIONED REASONS BY A MAJORITY OF ALL MEMBERS PRESENT.



Anne Markezich
Secretary, St. Clair County Zoning Board of Appeals

April 12, 2022
Date

Ord. #22-1263

ORDINANCE NO. 22-1263

AN ORDINANCE AMENDING THE REVISED CODE OF ST. CLAIR COUNTY, ILLINOIS, DENYING A REZONING FOR PROPERTY, OWNED BY PATRICIA I. EMMERICH REVOCABLE TRUST, AND APPLIED FOR BY AMERCO REAL ESTATE COMPANY, ON PROPERTY KNOWN AS XXXX N. GREEN MOUNT ROAD, BELLEVILLE, ILLINOIS, IN ST. CLAIR TOWNSHIP. (2022-02-2A)

WHEREAS, a public hearing was held in the County Board Room, 5th Floor, St. Clair County Building, #10 Public Square, Belleville, Illinois, on April 5, 2022, at 6:45 P.M., before the Zoning Board of Appeals and notice of said hearing was duly given; and,

WHEREAS, a petition was presented requesting the granting of a Zoning Amendment to change the zone district classification of a certain tract of land from "SR-3" Single-Family Residence Zone District to "B-2" General Business Zone District, on the hereinafter described property: A tract of land being a part of the SE 1/4 of Section 13, T. 1 N., R. 8 W., of the 3rd P.M., St. Clair County, Illinois containing 10-acres more or less, which is known as XXXX N. Green Mount Road, Belleville, Illinois, in St. Clair Township; and,

WHEREAS, on April 5, 2022 the Zoning Board of Appeals after considering evidence and testimony presented at this hearing; after considering all relevant

sections of the St. Clair County Zoning Code; and after further consideration of this matter; denied the applicants Zoning Amendment (Case #2022-02-ZA) based upon the following findings:

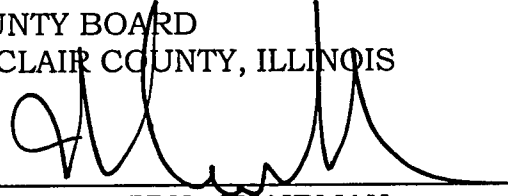
- (1) The existing use of the property in question is farmland. The current use while not aligned with zoning, it is a typical use found on vacant ground that is slated for future development. Further, it is a non-intrusive use found in St. Clair County, which is low impact to adjacent uses.
- (2) The existing uses and zoning of other lots in the vicinity are primarily single-family residential, with some multi-family (apartment), and an elementary school. In addition, adjacent property to the north and east is in the jurisdiction of municipalities (Belleville & Shiloh), and thus, under their respective zoning jurisdictions.
- (3) The subject property can be used for SR-3 purposes and has similar uses in all directions.
- (4) The subject property in general is suitable for the use proposed by the Applicant; however, there are no similar uses and to such a scale in nearby proximity to the subject parcel. All uses in proximity are residential in nature, and or not business/commercial services of a non-retail or personal service character that would be found in a B-2 zoned district. Such uses allowed in a B-2 zoning district are more intensive and intrusive uses than those currently found in the general area of this proposed rezoning.
- (5) There is a trend in the area of residential development. While further south there are existing business that are of a B-1 nature, retail and service, there are no B-2 uses in close proximity to the subject parcel.
- (6) While the County's Comprehensive Plan, provides for "commercial," B-2 commercial would not be in line with development in the area, and would be spot zoning.

WHEREAS, the County Board of St. Clair County, Illinois, concur in the aforesaid findings and recommendations of the Zoning Board of Appeals;

NOW, THEREFORE BE IT ORDAINED, by the County Board of St. Clair County, Illinois, that the request for a Zoning Amendment be denied.

ADOPTED BY ORDINANCE, this 25th day of April, 2022.

COUNTY BOARD
ST. CLAIR COUNTY, ILLINOIS

BY: 

MARK KERN, CHAIRMAN

ATTEST:


THOMAS HOLBROOK, COUNTY CLERK

Honorable County Board Members
St. Clair County
Belleville, Illinois

Gentlemen:

We your Finance Committee recommend the approval of the
following report of Andrew Lopinot, County Treasurer of
receipts and disbursements for the month of February, 2022

This report being filed as per Illinois Compiled Statutes
Chapter 30, Section 15/1.

Marty Crafer
Richard Vernier

Jana Mee

Don

Master

Jim



FUND SUMMARY
Cash/Checking Activity
February 1, 2022 - February 28, 2022

St. Clair County

Asset Num	Fund Description	Beginning Balance	Deposits	Withdrawals	Interest Received	Ending Balance
100-1000	Gen County Fund	26,457,171.54	3,156,529.67	3,170,113.46	4,056.03	26,447,642.78
115-1150	Gen Co Escrow	7,108,106.80	0.00	8,588.93	674.41	7,100,192.28
116-1160	Working Cash Fund	1,279,904.01	0.00	0.00	212.00	1,280,116.01
117-1170	Pers Prop Replacement	3,784,589.29	0.00	649.79	649.79	3,784,589.29
130-1300	Geographic Inf System	383,813.36	24,909.48	21,644.52	66.13	387,144.45
140-1400	Part-Mutual Fund	997,690.11	32,862.15	37,087.46	163.96	993,628.76
150-1500	Tort Liability Fund	3,755,728.79	87,142.99	427,537.18	620.74	3,415,955.34
160-1600	Capital Replacement Tax	1,453,269.86	0.00	596,655.00	90.34	856,705.20
160-1601	Cap Repl 2013 Debt Oblig Bonds	294,683.01	0.00	0.00	50.18	294,733.19
170-1700	Metrolink Security Fund	343.78	58,880.34	248,507.60	-6.98	-189,290.46
175-1750	Dispatching Services	114,601.49	72,200.50	227,740.79	6.23	-40,932.57
180-1800	SA Offender Accountability Pro	25,535.63	9,625.09	1,180.15	4.27	33,984.84
180-1802	States Attorney Settlements	-25,959.53	0.00	1,180.14	-4.07	-27,143.74
190-1900	Payroll Escrow Fund	308,139.19	0.00	0.00	45.08	308,184.27
200-2000	County Highway Fund	6,254,723.27	840.71	112,396.83	990.34	6,144,157.49
201-2010	County Bridge Fund	8,446,738.21	0.00	5,723.92	1,395.81	8,442,410.10
202-2020	Matching Tax Fund	5,343,881.99	0.00	748.65	851.78	5,343,985.12
203-2030	Motor Fuel Tax Fund	11,347,497.27	507,115.13	171,726.59	1,812.70	11,684,698.51
203-2031	Motor Fuel Rebuild	2,941,881.75	0.00	0.00	493.37	2,942,375.12
205-2050	Highway Special Projects	209,693.42	0.00	0.00	34.83	209,728.25
205-2051	Hwy Spec Proj 2013 Bonds	22,575,101.63	0.00	0.00	3,739.09	22,578,840.72
206-2060	Highway Equipment Trust Fund	452,655.92	86,003.39	160,612.92	67.76	378,114.15
207-2070	Township Motor Fuel Tax	2,387,172.11	105,909.81	55,978.96	389.68	2,437,492.64
207-2071	Township Motor Fuel Rebuild	686,651.85	0.00	0.00	113.74	686,765.59
208-2080	Township Bridge Fund	402,006.40	0.00	0.00	66.58	402,072.98
209-2090	Highway Payroll Fund	0.00	79,549.59	164,379.94	0.71	-84,829.64
210-2100	Lease Payable Fund	2,066,689.55	0.00	0.00	474.58	2,069,164.13
211-2110	Social Security Fund	2,988,241.39	61,431.46	270,855.39	485.36	2,779,302.82
212-2120	Retirement Fund	6,815,131.35	85,833.58	299,311.49	1,023.76	6,602,677.20
215-2150	Sale In Error	854,932.72	0.00	0.00	118.07	855,050.79
216-2160	Indemnity Fund	1,123,710.00	0.00	185.95	185.95	1,123,710.00
217-2170	Recorder's Office Escrow	578,866.86	26,975.00	26,636.21	93.77	579,299.42
218-2180	Trustee E. St. L Demolition	3,238,043.53	0.00	0.00	499.88	3,238,543.41
218-2180W	Trustee Wash Park Demolition	146,789.34	0.00	0.00	14.05	146,803.39

Data Updated: ~REPORT~: 03/24/2022 13:55

Run Date: 03/24/2022 - 13:55

Portfolio CFUN

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LP (PRF_LPF) 7.3.11
Report Ver: 7.3.11

FUND SUMMARY
Cash/Checking Activity
February 1, 2022 - February 28, 2022

Page 2

Asset Num	Fund Description	Beginning Balance	Deposits	Withdrawals	Interest Received	Ending Balance
221-2210	Parks Grant Commission	1,367,864.28	61,886.03	0.00	218.56	1,429,968.87
221A-2211	Parks Grant Comm Prop/Rec	2,952,278.21	63,291.73	75,549.22	475.50	2,940,496.22
225-2250	Veterans Assistance	825,893.08	0.00	18,825.00	132.12	807,200.20
236-2360	County Clerk Grants	113,638.61	0.00	9,386.59	26.39	104,278.61
237-237-NEW	Special Grants Fund	129,808.17	1,784.71	1,269.36	19.36	130,342.88
240-2400	County Health Fund	4,470,973.52	465,333.94	524,078.11	670.42	4,412,899.77
241-2410	Landfill Surcharge Fund	635,729.26	0.00	17,706.96	96.09	618,118.39
245-2450	Mental Health Fund	2,013,896.03	0.00	214,762.67	310.52	1,799,443.88
246-2460	Mental Health Grants	58,298.48	45,247.97	44,767.96	9.31	58,787.80
250-2500	Civil Defense Emergency	-23,296.86	0.00	127,015.01	-16.07	-150,327.94
251-2510	American Rescue Plan	16,546,547.65	0.00	1,533,747.42	3,239.32	15,016,039.55
253-2530	Emergency Telephone System	4,583,053.92	296,077.02	576,360.08	752.41	4,301,523.27
257-2570	Pet Population	46,388.21	2,260.00	1,477.00	7.26	47,178.47
260-2600	Court Automation Fund	3,090,091.77	65,560.62	48,478.35	509.37	3,107,683.41
261-2610	Court Document Storage Fund	2,835,423.42	61,436.68	49,094.87	467.07	2,848,232.30
262-2620	Electronic Citation Fund	537,404.53	5,169.57	0.00	87.90	542,662.00
264-2640	Circuit Clerk Title IV-D	-9,162.65	6,048.00	9,266.86	-1.58	-12,383.09
265-2650	Main/Child Support	243,121.56	2,170.00	10,935.57	42.72	234,398.71
266-2660	Foreclosure Mediation Fund	69,665.84	2,100.00	0.00	11.54	71,777.38
267-2670	Visitation Center Fee	202,577.09	19,287.98	150,000.00	24.44	71,889.51
268-2680	Law Library Fund	1,154,431.54	30,546.50	8,505.42	184.11	1,176,656.73
269-2690	Bailiff Fund	273,232.23	75,630.11	65,550.71	58.01	283,369.64
270-2700	S A Title IV-D	2,231.35	78,648.52	55,206.34	9.73	25,683.26
272-2720	CASA Fee Fund	3,274.60	23.25	0.00	0.49	3,298.34
273-2730	Children's Advocacy Center	55,555.84	0.00	6,000.00	8.18	49,564.02
275-2750	ACCS State's Attorney	10,893.39	0.00	0.00	1.78	10,895.17
277-2770	SA Records Automation Fund	141,623.96	188.21	0.00	23.39	141,835.56
278-2780	SA Fortitude Bond Escrow	24,227.02	427.50	53.31	3.31	24,604.52
278-2781	SA Federal Forfeitures	268,470.32	3.31	0.00	114.82	268,516.99
285-2850	Prob Service Ouler	651,434.29	164,059.00	38,609.19	43.36	776,998.92
285-2851	Probation Service	2,850,846.64	27,692.87	8,216.74	467.42	2,870,790.19
285-2852	Probation Payroll	-840,709.37	15,281.91	156,106.42	-147.34	-981,681.22
286-2860	Mental Health Court	52,639.10	639.35	0.00	8.50	53,286.95
290-2900	County Detention Home	219,893.78	2,394.52	133,712.74	28.12	88,603.68

Data Updated: ~REPORT~: 03/24/2022 13:55

Run Date: 03/24/2022 - 13:55

Portfolio CFUN

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LP (PRF_LPF) 7.3.11

Report Ver. 7.3.11

FUND SUMMARY
Cash/Checking Activity
February 1, 2022 - February 28, 2022

Page 3

Asset Num	Fund Description	Beginning Balance	Deposits	Withdrawals	Interest Received	Ending Balance
295-2950	Coroner's Fund	84,570.56	4,450.00	820.25	13.05	88,213.46
300-3000	Drug Traffic Prevention	124.98	155.29	0.00	-0.74	279.53
305-3050	Sheriff's DUI Fund	5,637.42	847.00	0.00	0.79	6,485.21
306-3060	Transportation Safety	1,376.78	0.00	0.00	0.19	1,376.97
315-3150	Sheriff's Asset Forfeiture	79,405.27	0.00	17,136.45	13.08	62,281.90
315-3151	Sheriff State Forfeiture	289,976.89	0.00	2,254.90	48.92	287,770.91
330-3300	Commissary Fund	583,619.27	0.00	36,960.71	82.28	546,740.84
335-3350	Jail Medical Fund	1,187.38	679.32	0.00	0.52	1,867.22
350-3500	Victim Witness Grant	4,836.75	0.00	4,835.89	-0.86	-9,673.50
355-3550	Domestic Violence Advocate	6,343.40	15,590.69	6,144.54	-0.25	3,102.50
370-3700	Project Renee Grant	-33,186.56	0.00	31,887.11	-2.98	-65,076.65
383-3830	Judicial Grants	-1,434.89	4,599.35	1,710.98	0.42	1,453.90
384-3840	State's Atty Grants	21,371.11	8,168.78	7,649.72	0.89	21,891.06
385-3850	Probation Grants	11,791.17	0.00	25,222.98	6.81	-13,425.00
386-3860	DUI Alcohol Safety Fund	438.34	40,751.63	29,867.72	-3.00	11,319.25
387-3870	Auto Theft Grant	1,505,838.45	0.00	165,806.45	283.92	1,340,315.92
450-4500	Bonds Payable Fund	2,792.96	0.00	0.00	136.95	2,929.91
455-4550	Joint Use Bond Escrow	13,674,169.19	84.81	0.00	2,294.49	13,676,548.49
500-5000	MidAmerica Airport Fund	240,096.79	27,686.20	0.00	63.48	267,846.47
500-5001	MidAmerica Airport Fund	106,354.99	0.00	0.00	17.63	106,372.62
500-5002	MidAmerica CFC	20,575.92	2,454.22	0.00	2.61	23,032.75
550-5500	Employees Medical Trust	1,716,862.08	1,186,674.42	1,193,993.24	260.53	1,709,803.79
570-5700	SCC Unemployment Trust	218,751.90	6,271.14	496.60	30.25	224,556.69
600-6000	Post Employment Benefits	990.86	0.00	0.00	0.15	991.01
610-6100	Prior Year Protest	40,361.84	0.00	0.00	6.63	40,368.47
610A-6100	Bankruptcy	2,903.39	0.00	0.00	0.47	2,903.86
650-6500	Unclaimed Property Fund	63,070.41	0.00	9.65	9.65	63,070.41
700-7000	Arbitration Fund	-1,556.00	18,329.98	21,459.09	-0.91	-4,686.02
710-7100	Condemnation Fund	107,663.76	0.00	18.82	18.82	107,863.76
720-7200	Estates Of Deceased Persons	87,385.74	0.00	0.00	14.47	87,400.21
725-7250	Gen Co Escheat Fund	8,704.19	0.00	0.00	1.45	8,705.64
930-9300	County Flood Prevention Fund	19,926,233.82	0.00	0.00	3,252.34	19,929,486.16
9913	CC Returned Checks	4,391.94	0.00	0.00	0.23	4,392.17
9915	Cir Clk Bonds&Fees	2,337,758.20	528,505.13	437,365.45	112.33	2,429,010.21

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Run Date: 03/24/2022 - 13:55

FUND SUMMARY
Cash/Checking Activity
February 1, 2022 - February 28, 2022

Asset Num	Fund Description	Beginning Balance	Deposits	Withdrawals	Interest Received	Ending Balance
9940	Cir Clk Pool 4 Interest	230,945.37	0.00	0.00	11.74	230,957.11

207,574,982.10



Andrew Lopinot, St. Clair County Treasurer

St. Clair County Bldg.
10 Public Square
Belleville, IL 62220-1623

<http://www.scctreasurer.com>
treasurer@co.st-clair.il.us
P: (618) 825-2707 F: (618) 825-2274

Mar. 1, 2022

Honorable Mark Kern, Chairman
St. Clair County Board
County Court House
Belleville, Illinois

Dear Sir:

In accordance with 55 ILCS 5/3-11007 of the 2014 Illinois Compiled Statutes, the County Treasurer submits the attached report on investments of funds as of February 1, 2022

Respectfully,

A handwritten signature in cursive script, reading "Andrew Lopinot".

Andrew Lopinot
Treasurer
St. Clair County

AL\FH
Attachments

ST. CLAIR COUNTY
INVESTMENT HOLDINGS
POSITION REPORT
BY FUND
AS OF 02/28/2022

<u>FUND NAME</u>	<u>COST BALANCE</u>
TREASURER INVESTMENT POOL#1	\$204,910,622.61
CIRCUIT CLERK POOL #4	\$2,664,359.49
GRAND TOTAL	\$207,574,982.10

ST. CLAIR COUNTY
INVESTMENT HOLDINGS

POSITION REPORT
BY FINANCIAL INSTITUTION
AS OF 02/28/2022

FINANCIAL INSTITUTION	COST BALANCE
ASSOCIATED BANK	5,658,101.06
BANK OF BELLEVILLE	637,965.94
CARROLLTON BANK	2,795,322.00
CITIZENS COMMUNITY BANK	1,489,213.41
COMMERCE	449,133.05
COMMERCE CD	4,523,343.68
BUSEY	24,915,158.33
FIRST FEDERAL SAVINGS BANK	3,487,379.08
FIRST NATIONAL BK OF WATERLOO	5,902,685.94
ILLINOIS FUNDS	59,547,200.09
IMET	3,003,430.90
LINDELL BANK	250,000.00
PFM	8,004,793.45
RBC	4,199,865.45
RBC CD	55,125,193.35
REGIONS BANK	763,292.54
RELIANCE BANK	0.01
SIMMONS BANK	15,534,051.84
SIMMONS BANK PINE B	3,778,000.87
SPRINGFIELD BANK	2,531,651.01
TOWN AND COUNTRY	1,805,253.10
US BANK	3,041,947.00
VILLIAGE BANK	132,000.00
GRAND TOTAL	207,574,982.10

ORDINANCE NO. 22-1264

WHEREAS, the County Board of St. Clair County, Illinois, has alternate sources of funding available,
NOW, THEREFORE BE IT ORDAINED by the County Board of St. Clair County, Illinois that:

SECTION 1: Ordinance No. 21-1251 is hereby amended to read:

**Levy and Final Extension
2021 Taxes Payable in 2022**

FUND	ORIGINAL LEVY	ABATEMENT	FINAL EXTENSION
General	\$ 13,386,561	\$ 3,242,296	\$ 10,144,265
Debt Service	7,872,150	7,872,150	-
IMRF	8,035,982	3,941,757	4,094,225
County Highway	5,179,874	2,424,691	2,755,183
County Bridge	2,610,833	2,493,160	117,673
Mental health	4,773,032	1,806,849	2,966,183
Matching Tax	2,600,467	1,155,924	1,444,543
County Health	1,544,490	870,911	673,579
Tort Liability	11,027,976	5,825,996	5,201,980
Social Security	4,419,789	2,309,782	2,110,007
Veterans	556,287	118,055	438,232
Detention Home	853,142	244,486	608,656
Lease Payable	15,732,574	1,814,642	13,917,932
Children's Advocacy	186,235	105,081	81,154
	\$ 78,779,392	\$ 34,225,780	\$ 44,553,612

SECTION 2: That the balances shown above levied by Ordinance No. 21-1251 remain in full force.

SECTION 3: That the Clerk of the County Board of St. Clair County, Illinois, is directed to file a certified copy of this Ordinance with the County Clerk of St. Clair County.

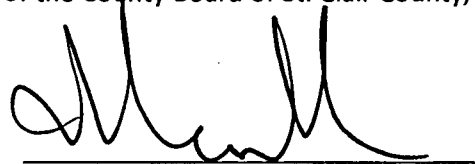
SECTION 4 - INCONSISTENT ORDINANCES REPEALED: All Ordinances or parts of other Ordinances in conflict with the provisions of this Ordinance shall to the extent of the conflict be and are hereby repealed, provided that nothing herein shall in any way excuse or prevent prosecution of any previous or existing violation of any ordinance superseded hereby.

SECTION 5 - SAVING CLAUSE: Nothing in this Ordinance hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action

acquired or existing, under any act or ordinance hereby repealed by this Ordinance, nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this Ordinance.

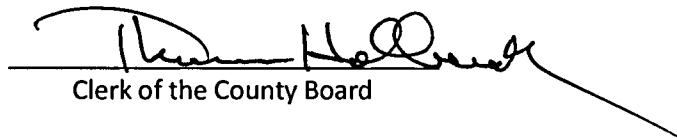
SECTION 6 - PASSING AND PUBLICATIONS: This Ordinance shall be in full force and effect from and after its passage and publication by the County Clerk as provided by law.

APPROVED AND ADOPTED at a regular meeting of the County Board of St. Clair County, State of Illinois, this 25th day of April, 2022.



Chairman, St. Clair County Board

ATTEST:



Clerk of the County Board

Prepared by the Director of Administration
for St. Clair County Board Chairman Mark A. Kern

ORDINANCE NO. 22-1264

REVIEWED BY:

State's Attorney's Office

Director of Administration

JUDICIARY COMMITTEE

FINANCE COMMITTEE

April 25, 2022

Honorable Mark A. Kern, Chairman
St. Clair County Board
10 Public Square, Room B-561
Belleville, IL 62220

County Board Members:

The Salary Claim Sheets for the month of April 2022 are hereby submitted to this Honorable Body for approval by roll call vote.

Respectfully submitted,

FINANCE COMMITTEE
St. Clair County Board

April 25, 2022

Honorable Mark A. Kern, Chairman
St. Clair County Board
#10 Public Square, Room B-561
Belleville, IL 62220

County Board Members:

We, the Claims Subcommittee of the Finance Committee, submit to this Honorable Body the attached Expense Claim Sheet for the month of April 2022.

We have checked all claims charged against the county appearing on the Claim Sheet and believe them to be in order. If there are any changes, we will handle them verbally when the matter comes to the floor of the County Board.

Accordingly, we recommend they be allowed and approved by roll call.

Respectfully submitted,

CLAIMS SUBCOMMITTEE OF THE
FINANCE COMMITTEE

ORDINANCE NO. 22-1265

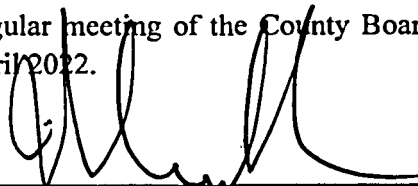
AN ORDINANCE ALLOWING THE ST. CLAIR COUNTY TREASURER TO ADOPT A SINGLE BIDDER RULE FOR THE ANNUAL TAX SALE

WHEREAS, the St. Clair County Treasurer believes it to be in the best interests of the people of St. Clair County to conduct a fair and equitable annual tax sale, and desires to adopt a single bidder rule to help ensure fairness and equity; and

WHEREAS, at 35 ILCS 200/21-205, the Illinois Property Tax Code provides “[t]he corporate authorities in any county with less than 275,000 inhabitants may, by ordinance, allow the county collector of that county to adopt such a single bidder rule.”

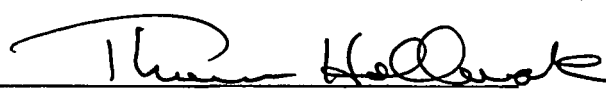
NOW, THEREFORE, BE IT ORDAINED that St. Clair County Board allows the St. Clair County Treasurer to adopt a single bidder rule in accordance with 35 ILCS 200/21-205(b-5). The St. Clair County Treasurer may further require an affidavit to be signed by each registered tax buyer attesting to compliance with the single bidder rule. The determination of whether registered entities are related so as to prohibit those entities from submitting duplicate bids in violation of the single bidder rule is at the sole and exclusive discretion of the Treasurer or their designee.

APPROVED AND ADOPTED at a regular meeting of the County Board of St. Clair County in the State of Illinois this 25th day of April 2022.



Chairman of the Board

ATTEST:



Clerk of the Board

REVIEWED BY:

State's Attorney's Office

Director of Administration

JUDICIARY COMMITTEE

FINANCE COMMITTEE

ILLINOIS FOP LABOR COUNCIL

and

ST. CLAIR COUNTY BOARD / ST. CLAIR COUNTY SHERIFF

**F.O.P. Lodge #148
Road Deputies Unit**

January 1, 2021 – December 31, 2023

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

Web Address: www.fop.org

24-hour Critical Incident Hot Line: 877-IFOP911

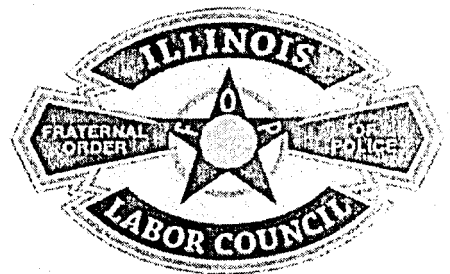


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PREAMBLE

This Agreement is entered into by and between the County Board and the Sheriff of St. Clair County, Illinois (herein referred to as the "EMPLOYER") and the Fraternal Order of Police St. Clair County Sheriff's Police Lodge No. 148 and the Illinois FOP Labor Council (hereinafter referred to as the "LODGE").

It is the intent and purpose of the parties to this Agreement to set forth herein their entire agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to achieve and maintain harmonious relations between the Employer and the Lodge; and to provide for the prompt and fair settlement of grievances without any interruption of, or other interference with, the operation of the Sheriff's Department.

It is the Employer's and Lodge's desire to provide the people of St. Clair County, Illinois, with the highest quality service by mutual agreement through good faith negotiations.

ARTICLE 1 - RECOGNITION

Section 1.01

The Employer recognizes the Lodge as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours, and other conditions of employment of all officers in the bargaining unit. The bargaining unit shall include: all sworn deputy peace officers below the rank of sergeant as certified by the Illinois State Labor Relations Board in Case No. S-UC-99-018. All other positions shall be EXCLUDED from the above described bargaining unit as well as any others excluded by the Illinois Public Labor Relations Act, 1984; P.A. 83-1012; 5 ILCS 315/1 (et al).

Section 1.02

Pursuant to applicable statutory mandates and the Rules, Regulations and Procedures of the St. Clair County Sheriff's Department Merit Commission, employees hired must serve an initial probationary period. Such probationary employees are covered by the terms and conditions of this Agreement, except that the Sheriff may discipline or discharge a probationary employee at will. The probationary period commences on the date the employee is appointed and ends after twelve (12) months.

Employees transferred from the corrections division to the patrol division or metro division and employees transferred from the metro division to the patrol division also serve a special twelve (12) month probationary period. If such employees do not complete their probationary period, the employees are returned to their former division.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.01

The Lodge recognizes that the Employer possesses the sole and exclusive right to operate and direct the officers of the St. Clair County Sheriff's Department, in all aspects, including, but not limited to, all rights and authority granted by law. Except as otherwise expressly stated herein, St. Clair County policies are not to be considered a part of this Agreement.

Management rights include, but are not limited to, the right:

- a. To maintain executive management and administrative control of the Department and its properties and facilities and the staff;
- b. To plan, direct, control, assign and determine the operations or services to be conducted by officers of the St. Clair County Sheriff's Department;
- c. To determine the methods, processes, means, job classifications and number of personnel by which the Sheriff's Department operations are to be conducted;
- d. To select, hire, promote, schedule, train, transfer, assign and evaluate work, of bargaining unit officers;
- e. To direct and supervise the entire working force of the Department, including the establishment of work standards;
- f. To demote, suspend, discipline or discharge officers for just cause;
- g. To make, add, delete, alter and enforce procedures, rules and regulations;
- h. To introduce new or improved methods, equipment or facilities;
- i. To contract out for goods and services.

The County has the sole authority to determine the purpose and mission of the St. Clair County Sheriff's Department and the amount of budget to be adopted thereto.

Section 2.02 - Other Employment

Any and all employees covered by this Agreement who desire to perform work for an entity shall seek prior approval for such employment from the Employer.

Any employee working for an entity shall hold the Employer harmless against any and all claims, demands, suits or other forms of liability involving his or her work for any other entity.

In the event an employee is employed by any entity, said employment shall not affect the performance of his/her duties, nor shall such other employment interfere with any operations of the Employer, nor affect an employee's availability for call-outs, nor shall it constitute, nor appear

to constitute, a conflict of interest with employment for St. Clair County. Should the Employer determine that an officer's outside employment does not conform to the requirements set forth in this Section; the Employer may order the employee to terminate the outside employment, subject to reasonable notice, with an explanation as to the order.

Section 2.03 - Civil-Emergency Conditions

If, at the sole discretion of the Employer, it is determined that extreme civil-emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods, or other similar catastrophes, upon oral notice to a Lodge representative at a practical time, the provisions of this Agreement may be suspended by the Employer during the time of the emergency, provided wage rates and all economic benefits shall not be suspended and that the provisions of this Section shall neither limit an employee's right to invoke the grievance procedure in a timely manner after the cessation of the emergency, nor limit the protections granted by Sections 17.01 (Internal Investigation) and 17.03 (Indemnification) of this Agreement. It is agreed that the processing of any grievance occurring during this emergency shall be delayed until a time when the emergency conditions no longer hamper normal business activity.

ARTICLE 3 - NO STRIKE

Section 3.01 - No-Strike Commitment

During the term of this Agreement, neither the Lodge nor its agents nor any employee covered by the terms of this Agreement, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, unauthorized absence, unlawful picketing, "work-to-rule" action, strike, refusal to cross a picket line while on duty, nor any other intentional interference with the operations, statutory functions or obligations of the Employer.

Section 3.02 - Resumption of Operations

In the event of action prohibited by Section 3.01 above, the Lodge immediately shall disavow such action and request the officers to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. The Lodge, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 3.03 - Lodge Liability

Upon the failure of the Lodge to comply with the provisions of Section 3.02 above, any agent or official of the Lodge who is an officer covered by this Agreement shall be subject to the provisions of Section 3.04, below.

Section 3.04 - Discipline of Strikers

Any officer who violates the provisions of Section 3.01 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 3.01, above, shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance procedure.

ARTICLE 4 - NONDISCRIMINATION

Section 4.01

Neither the Employer nor the Lodge shall discriminate against any officer covered by this Agreement in a manner which would violate any applicable laws. All claims of discrimination must be pursued thru the appropriate administrative agency and are not grievable.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 5.01 - Definition

A grievance is defined as a dispute or difference of opinion between an officer or group of officers (with respect to a single common issue) covered by this Agreement, or the Lodge on behalf of the officer(s), and the Employer with respect to the meaning, interpretation or application of an express provision or provisions of this Agreement as written which involves, as to the grievant, an alleged violation of an express provision of this Agreement. The Lodge may file a grievance directly at Step 3 if there is no single immediate supervisor or division administrator common to all the officers affected by the grievance.

Nothing contained herein will be construed as limiting the right of any officer having a grievance to discuss the matter informally with any appropriate supervisor, and having the grievance adjusted without intervention of the Lodge, provided the adjustment is not inconsistent with the terms and meaning of this Agreement.

Section 5.02 - General Rules

1. Unless a grievance is filed in a timely manner, it shall be deemed waived. Unless a grievance decision is appealed within the designated time limits, it shall be deemed resolved at the last response.
2. Any and all grievances must be filed in writing on a form identical to that attached hereto as Appendix A. All appeals and responses to the grievance shall be recorded thereupon and/or made with attachments thereto.
3. Time limits may be extended by agreement of the parties at the respective step in the procedure. However, such extension shall be to a date certain.
4. When a grievance is filed, it shall name the officer(s) involved, set forth the nature of the grievance, identify the facts upon which it is based and the express provision(s) of the Agreement allegedly violated, state the contention of the officer with respect to said provision(s), indicate the relief requested and be signed and dated by one or more of the officer(s) affected. Responses to the grievance shall be made to the first officer who signed the grievance.
5. Non-economic past practices not covered by the terms of this Agreement are extinguished upon the date of its execution; past practices may be used by the parties to establish the meaning, interpretation or application of the Agreement.

Section 5.03 - Procedure for Filing Grievances

A grievance shall be processed and resolved in the following manner. Grievances shall not be processed unless filed within the specified time period.

Step 1 - Immediate Supervisor The grievance shall be raised orally with the affected officers' immediate supervisor who is outside the bargaining unit, within five (5) business days on which the officer worked from the date of the first occurrence which had an application to that officer which gives rise to the complaint. Grievances should be raised with the first supervisor/administrator who has the authority to remedy the grievance; however, failure to identify the proper authority shall not be cause to waive the grievance. The supervisor/administrator shall respond to the officer within five (5) business days of receipt of the grievance.

Step 2 - Division Administrator If the grievance is not resolved at Step 1, a written appeal may be filed with his division administrator or the administrator's designee. The appeal shall be filed within ten (10) business days after receipt of the Step-1 response, or within ten (10) business days after the Step-1 response was due.

Division administrators shall include the Undersheriff, Chief Deputy, or the Jail Superintendent. Upon receipt of the properly filed written appeal, the appropriate division administrator or the administrator's designee shall meet with the officer to review the grievance. Within ten (10) business days of the receipt of the Step-2 appeal, the administrator will render a decision in writing to the officer.

Step 3 - Sheriff If the grievance is not resolved at Step 2, a written appeal may be filed with the Sheriff. The written appeal will be filed within ten (10) business days after the receipt of the Step-2 response, or within ten (10) business days after the Step-2 response was due.

Within ten (10) business days after receipt of the properly filed, written grievance, the Sheriff or his designee shall meet with the grievant and/or the Lodge to review the complaint. The Sheriff will issue a decision regarding the grievance within ten (10) business days after the meeting with the grievant.

Step 4 - Labor-Management Committee If the grievance is not resolved at Step 3, the written grievance may be appealed to the St. Clair County Board's Labor-Management Committee within ten (10) business days of the date of the Step-3 response, or within ten (10) business days after the Step-3 response was due.

The Labor-Management Committee or its designee shall schedule a meeting on the grievance within thirty days after it receives the grievance, unless unusual circumstances arise. The meeting shall be closed to the press and the public. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. Nothing herein shall prevent the Lodge and the Employer from entering into any settlement that would not set a precedent for other grievances. If no settlement is reached, the Committee, or its designee, shall give its response to the grievant(s) within ten (10)

business days following the meeting. In any case, Step 4 shall be completed no later than forty-five (45) calendar days after the written grievance is filed at this Step, unless the parties agree to a written extension thereof. If the Lodge has received no response within 45 calendar days, the Lodge may elect to advance the grievance to Step 5 or Step 6.

Step 5 - Mediation If the grievance is not satisfactorily resolved at Step 4, it may, by mutual agreement only, be submitted for mediation within fifteen (15) business days after receipt of the Committee's Step 4 response, or within fifteen (15) business days after the Step-4 response was due. The parties shall jointly submit a written request to the Federal Mediation and Conciliation Service (FMCS) requesting the services of mediator for grievance mediation. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance.

Proceedings before the mediator shall be informal, and he/she will have the right to meet jointly and/or separately with any person or persons at the grievance-mediation conference. The mediator shall assist the parties in an attempt to reach a voluntary settlement. If the parties reach a settlement, it shall be reduced to writing and signed by the parties. Nothing herein shall prevent the Lodge and the Employer from entering into any settlement that would not set a precedent for other grievances.

If the parties choose to use this voluntary process, mediation may be completed at any time by receipt of written notice that one party wishes to terminate this step.

Step 6 - Arbitration If the grievance is not resolved as a result of Step 4 or 5, as the case may be, the Lodge may request in writing, within ten (10) business days after the mediation is completed, or, if mediation was not agreed to, within ten (10) business days after the Step-4 response, or within ten (10) business days after the Step-4 response was due, that the grievance be submitted to binding arbitration. The request by the Lodge must be made within ten (10) business days of completion of the last appropriate step. In the event the Lodge requests arbitration, the parties shall jointly request the FMCS to supply a list of seven (7) arbitrators. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the dispute.

The parties shall contact one another concerning selection of an arbitrator within ten (10) business days after receipt of the list from FMCS. However, either party may reject one (1) entire list before any selection is indicated by either party. Both the Employer and the Lodge shall have the right to strike three (3) names from the list. Each party shall alternately strike a name from the list, with a coin toss determining who strikes the first name, the other party striking the second name, and so on, until one name is remaining from the list.

The person whose name remains unstricken from the list shall be the arbitrator.

Once the arbitrator has been selected, the parties shall jointly notify him/her in writing requesting that a hearing be held at the earliest dates(s) upon which the parties can agree.

The parties shall attach a copy of this Article and any other relevant portions of this Agreement to the notification sent to the arbitrator. Once an agreed date is appointed, the parties shall jointly arrange for the services of a court reporter for the arbitration hearing, provided the arbitrator requests said services be provided.

Each party shall bear the expenses and fees of its representatives and witnesses. The parties shall share equally the expenses and fees of the arbitrator, a transcript for the arbitrator, the court reporter and the hearing room, if any. Unless otherwise agreed, the hearing shall be held in St. Clair County. The arbitration hearing shall be closed to the public and the press. Each party shall be responsible for the cost of purchasing its own copy of the written transcript.

Section 5.04 - Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to nor subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted to him/her. The arbitrator shall have the power to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law. The arbitrator shall submit his decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree, to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Section 5.05 - Time Limits

No grievance shall be processed unless it is submitted in a timely manner pursuant to Section 5.03, Step 1. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the officer or the Lodge may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by written agreement of the Employer and the officer or Lodge representative.

In computing time limits under this Article, the first business day of a time limit shall be the first business day on which the officer worked from the date of the first occurrence which had application to that officer, or the business day on which the grievance is filed or appealed, or the business day on which a response, to be prescribed by a particular step, is given or is due to be given by the Employer. The last business day of a time limit shall be deemed to end on 5:00 p.m. on that business day.

For the purposes of this Agreement, "business" day shall be defined as a day on which the St. Clair County Building is open for regular business to the public, Monday through Friday, from the hours of 8:00 a.m. to 5:00 p.m. local time, excluding holidays as defined in Article 8, Section 8.01, of this Agreement.

Section 5.06 - Waiver of Procedure

Any officer who uses this procedure waives all other review procedures that the officer or the Lodge may possess to review the allegations raised by the grievance. An officer who seeks to process a matter grievable hereunder, under any other procedure waives all rights to review the allegations that may be raised by a grievance filed hereunder. The Lodge agrees not to process such a grievance under this Agreement beyond the date set for commencement of the arbitration proceeding under Section 5.03, Step 6. The waiver form to be used is set out as Appendix A. The provisions of this Section are applicable only if the grievance is advanced beyond Step 2 of the grievance procedure herein.

Section 5.07 - Grievance Processing

Reasonable time while on duty shall be permitted to a Lodge representative for the purpose of assisting an officer in the processing of grievances as set forth in this Article, and such mutually agreed-to time shall be without loss of pay. However, under no circumstances shall the processing of grievances result in overtime compensation to any officer provided, however, that the officer must obtain prior approval from the appropriate supervisor for said time off. Such approval shall not be unreasonably withheld.

Section 5.08 - Representation

An officer shall present a grievance personally at Step 1 of this procedure. During any step of the procedure after Step 1, however, the officer may be represented by the Lodge. Grievance settlements shall be reduced to writing and signed by the Employer, the Labor Council and the grievant(s).

ARTICLE 6 - HOURS AND OVERTIME

Section 6.01 - Work Period

The Employer and the Lodge agree that the Sheriff shall retain the right to establish the scheduled workday which will consist of no more than twelve (12) consecutive hours of work in any twenty-four-hour (24-hour) period, with the exception of shift rotations. At no time will an officer be regularly scheduled to work consecutive shifts.

The normal work period for officers covered by this Agreement shall be defined as twenty-eight (28) consecutive days beginning at 12:01 a.m. on a Sunday. The normal work period shall consist of one hundred sixty (160) scheduled work hours in a twenty-eight-day (28-day) period.

Overtime compensation shall be given for all hours in excess of the scheduled workday as established by the Sheriff, or one hundred sixty-four (164) hours of work in the twenty-eight-day (28-day) work period, in accordance with the Fair Labor Standards Act. Hours worked in excess

of one hundred sixty (160) hours but less than or equal to one hundred sixty-four (164) hours shall be compensated at the straight-time rate in addition to base pay.

Section 6.02 - Overtime

Officers covered by this Agreement shall be compensated at the premium-compensation rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all authorized hours in excess of one hundred sixty-four (164) hours' time actually worked in a twenty-eight-day (28-day) work period. "Straight-time hourly rate" shall be defined as the officer's base annual wage divided by 2,080 hours. The Sheriff has the exclusive right to determine when and if overtime is needed and the number of officers needed to complete the job. Overtime and special assignments that are known about seven (7) or more days ahead of time will be posted on the bulletin board to allow officers notice of the same. Sick, holiday or other paid or unpaid leaves, in addition to standby time, shall not be included in computing the time worked in a work period for the purpose of overtime payment; however vacation leave and compensatory time shall be included in computing the time worked in a work period for the purpose of overtime payment.

Section 6.03 - Compensatory Time

Officers shall have the right to choose whether to be compensated for overtime worked by cash payments or compensatory time off. Management reserves the right to buyout compensatory time as set forth in this Section.

All claims for compensatory time or cash overtime shall be made within five (5) calendar days after the time worked. If an assignment is two or more consecutive days in length, the claim shall be made within five (5) calendar days after the final day of the assignment.

Officers covered by this Agreement shall be allowed to accumulate up to forty (40) hours of compensatory time, which shall not be subject to the buy-out provisions, unless mutually agreed upon by the officer and the Employer.

Compensatory time will be calculated at the same rate as overtime pay. The maximum accumulation of compensatory time shall be four hundred-eighty (480) hours.

Section 6.04 - Premium Compensation

For the purposes of this Agreement, "premium compensation" is defined as any rate of compensation in excess of an employee's regular straight-time rate of compensation. Premium compensation for overtime work shall be governed by applicable law and pertinent sections of this Agreement and shall be based on hours actually worked. There shall be no pyramiding of premium compensation. "No pyramiding of premium compensation" means that premium compensation shall not be made more than once for the same hours under any provision of this Agreement.

Section 6.05 - Use of Compensatory Time

Any employee covered by this Agreement shall not be required to take compensatory time off or to have their shifts modified, unless by mutual agreement, for the sole purpose of preventing overtime payments pursuant to this Agreement. Compensatory time off shall be taken in such blocks of time which are mutually agreeable to the Employer and the employee. Compensatory

time use may be restricted when the operations of the Sheriff's Department are impaired as provided by the Fair Labor Standards Act.

Notwithstanding the above, if any officer has accrued compensatory time in excess of one hundred twenty (120) hours, then within a 90-day period immediately following accrual of the amount in excess of 120 hours, the Employer may request the employee to schedule time off, subject to approval by the Employer, to reduce accumulated compensatory time.

If the employee fails to make a reasonable effort to use the excess compensatory time within said 90-day period, then during the next 90 days, the Employer shall have the right to schedule the employee to use the compensatory time in excess of 120 hours.

If the Employer exercises its right to schedule an employee off to reduce accrued compensatory time in excess of 120 hours, it shall schedule such time off in increments of full shifts unless otherwise mutually agreed by the Employer and the employee affected.

Section 6.06 - Call Back

A call-back is an official assignment of work that does not continuously precede or follow an officer's regularly scheduled work hours. Officers reporting back to work on a call-back shall be compensated for a minimum of two hours at the overtime rate of pay or be compensated for actual hours worked at the overtime rate of pay, whichever is higher.

Section 6.07 - Work Schedule

When an employee attends a training session during the time that the employee is scheduled to work, the employee's time in attendance, lunch period and travel to-and-from will be compensated at the appropriate rate of pay. At the Employer's discretion, the employee may be ordered to appear at work prior to or after the training session to complete his/her full work-shift.

When an employee attends a training session during the time that the employee is not scheduled to work, the employee's time in attendance, including the lunch period if any, and travel to-and-from will be compensated at the appropriate rate of pay.

When an employee attends a training session during the time that the employee is not scheduled to work, but nonetheless on a day on which the employee is scheduled to work, the employee's time in attendance, lunch period and travel to-and-from will be compensated at the appropriate rate of pay. At the Employer's discretion, the employee's work schedule may be altered to ensure the safety of the employee and others is not compromised due to the potential for fatigue. If the employee's schedule is altered, the employee will be given the opportunity to use compensatory time to replace the hours lost scheduling.

When the Employer must compensate for travel for training, the calculation shall be based upon the distance to and from the St. Clair County Jail (which may be computed by GPS), at a formula of one minute for every mile.

Section 6.08 - Shift Rotations

The Employer shall rotate the shifts of employees working twelve (12) hour shifts every four (4) twenty-eight (28) day periods (or three times per year).

ARTICLE 7 - SENIORITY

Section 7.01 - Definition of Seniority

Departmental seniority shall, for the purpose of this Agreement, be defined as an officer's length of continuous service within the Sheriff's Department since his/her last date of hire, less any adjustments due to layoff, approved leaves of absence, suspensions or other breaks in continuous service. Departmental seniority shall be used as the basis for computation of vacation, sick leave allowances and the wage matrix.

Divisional seniority shall, for the purpose of this Agreement, be defined as an officer's length of continuous service within the Sheriff's Department since his/her last transfer or hire into the division, less any adjustments due to layoff, approved leaves of absence, suspensions or other breaks in continuous service. Divisional seniority shall be used as the basis for selection of annual vacations and other approved time off if more than one officer has submitted a dated written request for the same time off. If two or more bargaining unit members have the same divisional seniority, departmental seniority shall be used as a tiebreaker. If after the use of departmental seniority there are still ties, alphabetical order of last name shall determine divisional seniority.

For purposes of this Article, there are only three (3) divisions: patrol (which includes all assignments given to deputies, i.e., Road Patrol, Investigations, MetroLink, etc.), metro, and corrections. In the event an officer is transferred from one division to the other, he/she enters the new division as the officer with the least divisional seniority; however, the transferred officer does not lose his/her departmental seniority. If the officer then returns to his original division, he/she will retain all his/her service time as if he/she never left the division. If an officer is promoted out of the bargaining unit(s) and then returns, the officer will not receive any divisional seniority credit for the time spent in the promoted rank but will retain the divisional seniority credit for the time originally spent in the division.

Except as otherwise provided herein, seniority for promotion and other purposes is within the control and jurisdiction of the St. Clair County Sheriff's Merit Commission.

Section 7.02 - Computation of Seniority

Consistent with any applicable Merit Commission rules, the computation of seniority shall be subject to the following:

- a. Continuous paid service shall include vacations and military service honorably completed.
- b. In the event an officer accepts a police disability pension which is later terminated, and the officer returns to the Department's active service, the officer shall be entitled to the accumulated seniority which existed at the time he/she was placed on disability pension.

Section 7.03 - Termination of Seniority

Consistent with the currently applicable rules and regulations of the Merit Commission, seniority and the employment relationship shall be terminated when an officer:

- a. quits, or
- b. is discharged, or
- c. retires or is retired, or
- d. is laid off and fails to report to work within fourteen (14) calendar days after having been recalled. (Provided, further, that the officer must have notified the Department of his/her intention to return within five (5) calendar days after receiving the notice of recall. All notices are to be by certified mail. The Department may at its discretion grant additional time to return to work.), or
- e. does not report to work at his/her scheduled time for his/her first scheduled work day after the termination of an authorized leave of absence, unless the employee can demonstrate extenuating circumstances that prevented him/her to the Sheriff's satisfaction, or
- f. is absent without notifying the Department in accordance with Sheriff's Department procedure, unless the employee can demonstrate extenuating circumstances that prevented him/her to the Sheriff's satisfaction.

Section 7.04 - Seniority List

The Employer shall prepare a list setting forth the present Departmental seniority dates and Divisional seniority dates for all officers covered by this Agreement which shall become effective on or after the date of execution of this Agreement. Such list shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. An officer objecting to his/her numerical placement on the seniority list will forward an objection in writing stating his/her reasons within fourteen (14) days of the date of posting. The written objection will be filed with the Executive Deputy. If an officer does not file an objection, the list shall stand approved as posted. Said list shall be attached to the Agreement as "Appendix D".

Section 7.05 - Layoffs

Should the Employer find it necessary to lay off officers, it shall be done on the basis of seniority within the Division: that is, the person with the least seniority in the Division shall be the first to be laid off. However, no patrol division deputy shall be laid off while any metro division deputy, as described in Section 16.06, is still employed. Officers shall be recalled in the order of seniority. Any officer being laid off will receive a written notice at least thirty (30) calendar days prior to its effective date, with the exception as the result of a reduction in force at Metro-Link, written notice of at least ten (10) calendar days prior to its effective date shall be given of the reduction in force. All employees hired into the metro division as described in Section 16.06 must be laid off before any regular patrol division deputy may be laid off. No metro division deputy as

described in Section 16.06 may be recalled from layoff until all laid-off regular patrol division deputies have been recalled.

ARTICLE 8 - HOLIDAYS

Section 8.01 - Number of Holidays

The following shall be considered holidays for eligible regular full-time officers:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	General Election Day in November (even-numbered years only)
President's Day	Thanksgiving Day
Spring Holiday	Thanksgiving Friday
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

Dates of observance of holidays listed above shall be designated annually by the St. Clair County Board. Employees working a seven-day/twenty-four hour a day schedule shall observe holidays on their legal dates. Employees working a five-day/eight-hour/weekends off/business schedule shall observe the holidays on the dates designated by the St. Clair County Board.

Section 8.02 - Holiday Pay Credit

A. Worked Holiday An eligible officer required to work on an observed holiday, in addition to his/her regular day's pay, shall be credited for the holiday at the rate of time and one-half (1-1/2) for all hours worked on a holiday shift. Such credited hours shall be paid to the appropriate officers with the first payroll check issued in February of the following year. The amount of payment is to be calculated at each officer's rate of pay in effect on the last payday in the calendar year during which the holiday credit was earned.

B. Un-worked Holiday An eligible officer who is not scheduled to work on an observed holiday will be compensated at the regular straight-time rate for eight (8) hours, except an eligible officer who is regularly scheduled to work twelve (12) hour shifts will be compensated at the regular straight-time rate for twelve (12) hours. Such credited hours shall be paid to the appropriate officers with the first payroll check issued in February of the following year. The amount of payment is to be calculated at each officer's rate of pay in effect on the last payday of the calendar year during which the holiday credit was earned.

C. Holiday Pay Rules Only those officers whose shift starts on a holiday are eligible for the extra time-and-a-half holiday pay under subsection A above. Officers who do not work on a holiday and those officers whose shift does not start on a holiday, but still work during a holiday, are entitled to the straight-time pay of their regularly-scheduled hours in addition to their regular rate of pay under subsection B above.

D. Use of Holiday Time Officers, with approval, shall have the right to use holiday time prior to the last payday of the calendar year during which the holiday was earned, with the remaining unused holiday time paid with the first payroll check in February of the following year.

Officers requesting holiday time off shall receive written approval or denial within five (5) days from the date of the request.

E. Holiday Scheduling Employer reserves the right to schedule any officer off on a holiday(s). However, if an officer is scheduled off on a holiday when his/her normal schedule would have required him/her to work the holiday, one of the following two provisions will apply: 1) if an officer is scheduled off with 72 or more hours advance-of holiday notice, the officer will receive straight-time compensation for the amount of hours he/she would have been scheduled to work on the holiday; or 2) if less than 72 hours advance notice is given, the officer will receive straight-time compensation for the amount of hours he/she would have been scheduled to work on the holiday, plus 25% of that same number of hours (for example: if less than 72 hours notice is given, officer who was scheduled to work a 12-hour shift will receive 15 hours compensation; if scheduled to work a 10-hr shift, officer will receive 12.5 hours compensation; if scheduled to work an 8-hour shift, officer will receive 10 hours compensation; etc.).

Section 8.03 - Eligibility

In order for an officer to be "eligible", as that term is used in this Article, for holiday pay credit, the officer must work his/her last scheduled day before and first scheduled day after the holiday.

Section 8.04 - Holiday During Prior Approved Time Off

In the event a holiday occurs when an officer is on prior approved time off, such holiday shall be credited to the officer in accordance with Section 8.02 B, above.

ARTICLE 9 - VACATION

Section 9.01 - Eligibility

All regular, full-time officers shall earn vacation time. Officers shall be eligible to take paid vacation after one year's continuous employment with the Sheriff's Department.

No officer shall be eligible to receive any benefits under this Article if he/she quits or resigns from the employment of the Department without giving two (2) weeks' notice in writing of his/her intention to resign. If a two-week notice is not given by the officer to the Employer, then the vacation time which would have been awarded to the officer for his/her current year of employment, during which he/she quits or resigns, shall be forfeited by the officer.

If an officer gives two (2) weeks' notice of his/her intention to resign, he/she will receive vacation credit prorated for that portion of the year, of employment which he/she worked (e.g., if an officer would have earned 80 hours of vacation leave during a year in which he/she resigns, and works one-half of the year of employment before giving his/her two-week notice, he/she will receive 40 hours of vacation leave compensation).

Section 9.02 - Accrual

Eligible officers shall earn vacation time in accordance with the following schedule:

- a. from the date of hire until completion of five (5) years of continuous service: eighty (80) hours per year;
- b. from the completion of five (5) years of continuous service: one hundred twenty (120) hours per year.
- c. from completion of twelve (12) years of continuous service: one hundred sixty (160) hours per year.
- d. from completion of twenty (20) years of continuous service: two hundred (200) hours per year.

Section 9.03 - Vacation Scheduling

On or before December 1 of each year, the Employer shall post a vacation sign-up sheet for each shift and unit. Officers shall select vacation leave in one-calendar-week increments, said increments being from 12:00 a.m. Monday to 12:00 a.m. the Monday immediately following, to be taken during the upcoming calendar year. The number of officers permitted off duty at any time shall be determined by division commanders. During the first thirty (30) calendar days the sign-up sheet is posted, divisional seniority, as defined in Section 7.01, shall be used to determine who is entitled to a particular week or weeks of leave. After said 30-day period, vacations shall be scheduled on a first-come, first-served basis, and seniority shall not be used to determine who is entitled to a particular week for vacation leave, except for requests for the same time periods submitted on the same day. Employees shall be allowed to use compensatory time and holiday time to complete a vacation period.

The requirement to pay overtime to fill a vacancy of an employee utilizing vacation time requested after the annual 30-day period (but not less than 30 days prior to the requested time-off) shall not alone cause the denial of the time-off request.

Notwithstanding the above, supervisor time off shall not impact the approval or denial of employee vacation requested during the annual 30-day period. A master list of all approved vacation time for the year shall be posted on the FOP Bulletin Board.

Section 9.04 - Carry-over

Officers shall be permitted to carry over from one anniversary year of continuous service to the next up to one continuous-service years' worth of vacation leave (e.g., if the officer is accumulating vacation leave at the rate of 80 hours for each completed year of continuous service, that officer may carry over no more than 80 hours of vacation leave from one anniversary year to the next). The foregoing may be carried over without filing any written request to do so. For purposes of this Section, anniversary year is defined as beginning with the last hire date of an officer, less any adjustments, until the officer completes one full calendar year of continuous service, and any calendar year thereafter during which the officer is employed on a continuous, full-time basis.

At no time shall more than one continuous-service years' worth of vacation be carried over from one anniversary year to the next without permission of the Sheriff, except in those cases when

scheduled vacation-leave time was refused or cancelled by the Employer, and the officer cannot be rescheduled at a time mutually agreeable to the Employer and the officer. In the aforesaid case when a leave has been so cancelled or refused, said cancelled or refused time shall be allowed to be carried over in addition to the maximum accumulated amount referenced in the paragraph immediately above.

Vacation time in excess of that amount permitted to be carried over automatically may be carried over upon written request filed with the Sheriff not later than December 1 of the respective year. Requests for additional carry-over shall be directed to the Sheriff, who shall respond within fourteen (14) calendar days in writing to the officer stating either:

- a. the officer is permitted to carry over additional vacation time, or;
- b. the Employer will not permit such additional carry-over, in which case the Employer shall promptly pay the officer at his/her current rate of pay for such vacation time.

In the event an officer has failed to take vacation time for two years, the Sheriff may advise the officer that he/she must schedule vacation time off within the next ninety (90) calendar days, subject to approval by the Employer. If the officer fails to make a reasonable effort to so schedule vacation time during such 90-day period, the Sheriff shall have the right to assign vacation time off in full-shift increments, unless otherwise mutually agreed by the Employer and the officer.

No officer shall suffer any loss of vacation or compensatory time under this Section or Section 6.05 (Use of Compensatory Time) without being compensated therefore.

In the event of a dispute regarding earned or accrued vacation leave, the Employer shall upon request of a union representative produce within a reasonable time information relating to the officer's earned and/or accrued vacation leave.

ARTICLE 10 - SICK LEAVE

Section 10.01 - Amount

All regular, full-time officers shall accumulate eight (8) hours of sick leave for each month's service. Effective January 1, 2007, all regular, full-time officers shall accumulate six and two-thirds (6-2/3) hours of sick leave for each month's service. Effective January 1, 2008, all regular, full-time officers shall accumulate five and one-third (5-1/3) hours of sick leave for each month's service. Sick leave may be used for illness, non-duty-related disability or injury of the officer.

Section 10.02 - Carry-over

Officers shall be able to carry over from one year to another a maximum of two hundred eighty-eight (288) accumulated sick-leave hours.

Section 10.03 - Posting

In the event of a dispute regarding earned or accrued sick leave, the Employer shall upon request of a union representative produce within a reasonable time information relating to the officer's earned and/or accrued sick leave.

Section 10.04 - Notification

Officers shall notify their immediate supervisor, or designate, at least two (2) hours prior to the officer's work shift, if the officer is taking sick time. The officer shall also state if the injury is duty-related, the location of confinement and the telephone number where he/she can be reached.

Section 10.05 - Ill at Work

Officers becoming ill at work shall immediately notify their duty supervisor. The Shift Supervisor may require the officer to be transported to a hospital for examination by a physician or surgeon, for which the Employer shall pay the costs for said exam. However, any further treatment necessary pursuant to said examination shall be subject to the officer's hospitalization insurance.

In all cases of hospital referral by the Employer, no officer shall be released from duty until he/she is so examined, unless his/her tour of duty has ended. Officers will not be subject to disciplinary action for leaving the hospital at the end of their tour of duty.

If an officer who is scheduled to work a 12-hour or 8-hour shift becomes ill while at work after working two or more hours and is sent home or relieved of duty, the officer shall be credited with four (4) hours of service. If an officer becomes ill while at work after working five (5) or more hours and is sent home or relieved of duty, the officer shall be credited with eight (8) hours of service. If an officer who is scheduled to work a 12-hour shift becomes ill while at work after working eight (8) or more hours and is sent home or relieved of duty, the officer shall be credited with twelve (12) hours of service.

Section 10.06 - Verification of Sick Leave by a Physician

Written physician's statements may be required from all officers for use of sick leave if requested by the Sheriff or, in his absence, a division administrator or other designee of the Sheriff.

Section 10.07 - Light Duty

Officers that are off duty due to a non-duty related illness are eligible for light duty. An officer with permission of the Sheriff, and with a physician's statement, may return to work on a "light-duty" status for a period not to exceed fifteen (15) scheduled shifts.

Section 10.08 - Extended Illness/Recovery with No Accumulated Sick Time

If an officer exhausts all accumulated sick-leave time and requests sick leave due to an extended illness or recovery from a non-duty related injury, permission may be granted by the Sheriff for the officer to use other accumulated time for sick leave. Permission to use other accumulated time (i.e., vacation, holiday or compensatory time) must be requested by the employee at least forty-eight (48) hours in advance and is subject to the approval of the Sheriff or Under-Sheriff. Approval shall not be unreasonably denied.

For the purposes of this Agreement, extended illness or recovery shall be defined as one that requires one calendar month or longer for recovery. Should an officer request sick-leave time in excess of that accumulated by him/her, the Employer may require the officer to be examined by a physician designated by the Employer.

If a 48-hour-advance request is not made, or if the officer has no accumulated compensatory time, holiday time or vacation leave, time off taken by the employee due to illness or recovery from injury shall not be compensated for by the Employer. In addition, no vacation, sick leave, holiday or other benefits shall be credited to the officer during such extended illness or recovery.

Section 10.09 - On-Duty Injury

Officers injured while on duty are covered by applicable provisions of Illinois law. Officers injured while on duty shall file a Loss-Control Report with the Loss-Control Officer of the Department.

Section 10.10 - Ill or Injured Officers Remaining at Their Residence

Any officer who is being carried on the time books of the St. Clair County Sheriff's Department while ill or injured shall remain at his/her residence officially listed with the Executive Deputy's personnel files unless he/she has notified the Desk Officer to be elsewhere. Any other reasons not listed below will have to be approved by the Shift Supervisor on duty.

1. Such officer shall notify the Desk Officer when the officer is leaving for the specific purposes listed in items "a" through "h" below.
 - a. To keep scheduled appointments with physicians, dentists, physical therapists, and/or hospitals, clinics, if related to the officer's present sickness or injury.
 - b. To attend church services.
 - c. To purchase food, household necessities and medication for the officer's present injury or illness or for the health care of the immediate family. One four-hour period to complete such shopping shall be granted each week. Additional requests shall be granted only for emergency purposes.
 - d. To register to vote, or to vote in elections for municipal, county, state, or Federal office.
 - e. To engage in physical exercise such as walking or swimming, recommended in writing by an attending physician.
 - f. To answer court subpoenas in cases arising out of employment with the Sheriff's Department.
 - g. To report to the Department or other police facility.

- h. Any other reason not listed above will have to be approved by the Shift Supervisor on duty.

Provisions of this Section will not apply to reported on-the-job injury/illness, which are covered under the Public Employee Disability Act (5 ILCS 345/1 et al).

2. An officer not in compliance with this Section without permission, will receive no pay for the day of absence. Officers may also be subject to disciplinary action in regards to violations of this Section.
3. Supervisory personnel may make visits to the sick or injured officer's home for the purposes of determining compliance with this Section. Bargaining unit personnel will not be assigned to perform these checks. The supervisor will report all observations in writing to the division administrator. The Employer shall not telephone or visit an employee's home to verify an employee's illness at a time of day that would expectedly disrupt or disturb the employee or his/her family.

Section 10.11 - Sick Leave Incentive Pay

Sick leave incentive pay is available to patrol division deputies based on their unused sick time at the end of each year, after a patrol division deputy has reached the maximum carry-over amount of thirty-six (36) days. Sick leave incentive pay will be granted in respect to the number of sick days a patrol division deputy shall lose on January 1 each year, and will be paid as follows:

In January of each year, a calculation shall be made of each patrol division deputy's unused sick leave at the end of his/her last work shift of the previous calendar year.

Each patrol division deputy shall be paid for one-half (1/2) of his/her unused sick days in excess of the maximum carry-over amount of thirty-six (36) days.

Sick leave incentive shall be paid to the appropriate patrol division deputies with the first payroll check issued in February of the following year. The amount of payment for unused sick leave is to be calculated at the patrol division deputy's rate of pay in effect on the last payday in the calendar year during which the sick days were earned.

This Section shall not apply to the metro division deputies described in Section 16.06.

Section 10.12 - Sick Leave Taken in Excess of That Accumulated

If any officer knowingly takes sick leave in excess of that accumulated by him/her and is inadvertently compensated by the Employer for said leave, then the Employer shall have the right to deduct an amount equal to the amount of compensation awarded erroneously from any future compensation due the employee. If any officer knowingly takes sick leave in excess of that accumulated by him/her, the officer may be subject to discipline.

The criteria used for determining whether an officer has "knowingly" taken sick leave in excess of that accumulated by him/her shall depend only upon whether or not the Employer has provided the employee with accurate and current accrued sick leave information using the time

clock and/or paycheck methods. When the Employer has met its obligation to provide such information, then the criteria for establishing that an officer knowingly has taken such leave in excess of that accumulated by him/her has been met.

Section 10.13 - Sick Leave Incentive Pay

Effective January 1, 1999, each patrol division deputy shall be paid for all his/her unused sick days in excess of the maximum carryover amount of thirty-six (36) days at 50% of the officer's pay rate. In lieu of cash buyout, officers may elect to have these days placed in a bank to be used towards retirement per IMRF regulations. Effective January 1, 2008, each patrol division deputy shall be paid for one-half of his/her unused sick days in excess of the maximum carry over amount of thirty-six (36) days at the officer's pay rate. The remaining one-half of the unused sick days in excess of the maximum carryover amount of thirty-six (36) days shall be placed in a bank to be used towards retirement per IMRF regulations. The total number of hours in the bank may not exceed those allowable for IMRF retirement purposes. Employees who have bank hours credited as of 1993 shall have these hours added to this bank. Bank hours shall be posted annually following each buyout.

At time of retirement, a patrol division deputy may elect to be paid for all his/her unused active sick days (not in the bank) at 50% of the officer's pay rate or have the days used towards retirement per IMRF regulations.

This Section shall not apply to the metro division deputies described in Section 16.06.

ARTICLE 11 - LEAVE OF ABSENCE

Section 11.01

The Sheriff may grant a leave of absence without pay to officers for periods not to exceed six (6) months, and such leaves may be extended for good cause for an additional six (6) month period with the approval of the County Board. A written request must be submitted to include a statement of the officer's intended use of the leave and the date he/she shall return from leave.

Section 11.02

No vacation, sick leave, holiday or other benefits shall accrue during a leave of absence. Further, no seniority shall accrue during a leave of absence of one month or longer. Compensation of benefits for accrued vacation or sick leave will not be granted during a leave of absence. The Sheriff may require substantiation of any leave of absence or any request for a leave of absence.

Section 11.03 - Funeral Leaves

In the event of the death of a member of the employee's immediate family (mother, father, mother-in-law, father-in-law, spouse, child, brother, sister, or grandparent), a leave of absence will be granted to the employee with pay from the day of death through the day of the funeral, but at no time will this be more than three (3) working days.

Should the death of a family member occur during a vacation period, time off will be allowed either at the end of the vacation or taken at a later date. If the death occurs at the beginning of vacation, the employee shall be allowed to cancel vacation and reschedule at a later date.

Section 11.04 - Personal Day

Each full-time employee of the Sheriff's Department shall receive one (1) personal day per year. Personal days cannot be carried over from one year to the next.

ARTICLE 12 - WAGE RATES

Section 12.01 - Base Wages

Base wages for employees covered under this Agreement shall be in accordance with the following wage schedule.

After initial hire, employees shall be paid at the "Probation" rate. Once their 12-month probation ends, employees shall advance to their "After 1 Year" pay on either January 1, May 1, or September 1 – whichever date is the first to follow the end of their 12-month probation. Thereafter, employees shall receive all subsequent step increases on that same date. For example, an employee hired on March 1, 2021 shall receive his Probation pay until May 1, 2022, at which point he shall receive his "After 1 Year" pay, and then on May 1, 2023 he shall receive his "After 2 Year" pay, etc.

Patrol Division Deputies

Years of Service	Current Wages	Effective 1/1/2021 3%	Effective 1/1/2022 3.50%	Effective 1/1/2023 3%
Probation	\$51,841	\$53,396	\$55,265	\$56,923
After 1 Year	\$65,130	\$67,084	\$69,432	\$71,515
After 2 Years	\$65,779	\$67,752	\$70,124	\$72,227
After 3 Years	\$66,436	\$68,429	\$70,824	\$72,949
After 4 Years	\$67,100	\$69,113	\$71,532	\$73,678
After 5 Years	\$67,778	\$69,811	\$72,255	\$74,422
After 6 Years	\$68,226	\$70,273	\$72,732	\$74,914
After 7 Years	\$68,581	\$70,638	\$73,111	\$75,304
After 8 Years	\$68,938	\$71,006	\$73,491	\$75,696
After 9 Years	\$69,294	\$71,373	\$73,871	\$76,087
After 10 Years	\$73,044	\$75,235	\$77,869	\$80,205
After 11 Years	\$73,412	\$75,614	\$78,261	\$80,609
After 12 Years	\$73,778	\$75,991	\$78,651	\$81,011
After 13 Years	\$74,146	\$76,370	\$79,043	\$81,415
After 14 Years	\$74,512	\$76,747	\$79,434	\$81,817
After 15 Years	\$77,444	\$79,767	\$82,559	\$85,036

After 16 Years	\$77,815	\$80,149	\$82,955	\$85,443
After 17 Years	\$78,185	\$80,531	\$83,349	\$85,850
After 18 Years	\$78,556	\$80,913	\$83,745	\$86,257
After 19 Years	\$78,928	\$81,296	\$84,141	\$86,665
After 20 Years	\$80,219	\$82,626	\$85,517	\$88,083
After 23 Years	\$82,627	\$85,106	\$88,085	\$90,727

Metro Division Deputies

Years of Service	Current Wages	Effective 1/1/2021 3.0%	Effective 1/1/2022 3.5%	Effective 1/1/2023 3.0%
Probation	\$46,144	\$47,528	\$49,192	\$50,668
After 1 Year	\$46,836	\$48,241	\$49,930	\$51,427
After 2 Years	\$47,538	\$48,964	\$50,678	\$52,198
After 3 Years	\$48,251	\$49,699	\$51,438	\$52,981
After 4 Years	\$48,975	\$50,444	\$52,210	\$53,776
After 5 Years	\$50,444	\$51,957	\$53,776	\$55,389
After 6 Years	\$51,201	\$52,737	\$54,583	\$56,220
After 7 Years	\$51,969	\$53,528	\$55,402	\$57,064
After 8 Years	\$52,749	\$54,331	\$56,233	\$57,920
After 9 Years	\$53,540	\$55,146	\$57,076	\$58,789
After 10 Years	\$56,217	\$57,904	\$59,930	\$61,728
After 11 Years	\$57,060	\$58,772	\$60,829	\$62,654
After 12 Years	\$57,916	\$59,653	\$61,741	\$63,594
After 13 Years	\$58,785	\$60,549	\$62,668	\$64,548
After 14 Years	\$59,667	\$61,457	\$63,608	\$65,516
After 15 Years	\$61,457	\$63,301	\$65,516	\$67,482
After 16 Years	\$62,378	\$64,249	\$66,498	\$68,493
After 17 Years	\$63,314	\$65,213	\$67,496	\$69,521
After 18 Years	\$64,264	\$66,192	\$68,509	\$70,564
After 19 Years	\$65,228	\$67,185	\$69,536	\$71,622
After 20 Years	\$67,185	\$69,201	\$71,623	\$73,771

Wages shall be retroactive, on all hours paid, to January 1, 2021 for all bargaining unit employees employed on or after this date.

Section 12.02 - Standby Pay

Each officer covered by this Agreement shall receive standby pay in the amount of four hundred sixteen dollars (\$416.00) per year. The method of compensation for standby pay shall be as follows:

For each calendar year, the annual amount of payment shall be divided by the number of pay periods in the calendar year, with the quotient added to each of the officer's paychecks in that year.

If any employee covered by this Agreement challenges the method of standby pay through the U.S. Department of Labor and the Department determines such payment is not consistent with FLSA provisions, then the parties agree to use the provisions set forth in Article 18 of this Agreement.

Section 12.03 - Divisional Transfer

Officers transferred from: (1) the Corrections Division to the Patrol Division or Metro Division; or (2) the Metro Division to Patrol Division, will, for the first six months of their divisional probation period, remain on their former division Pay Scale at their current step. After completion of six months of service in the new division, the officer will have his/her salary increased to an amount equal to half of the difference between their former division pay and the step on the new division Pay Scale coinciding with their total years of service with the Sheriff's Department. Upon successful completion of the divisional probation, the officers shall be moved to the new division Pay Scale to the step coinciding with their total years of service with the Sheriff's Department.

Section 12.04 - Education Incentive

Officers covered by this Agreement shall receive incentive pay for advanced degrees, which have been awarded to an officer, and reported by the officer to the executive deputy, by January 1st of each year, according to the following schedule:

Bachelor's Degree:	\$700/yr
Master's Degree:	\$850/yr

Advanced degrees will be in a law-enforcement-related field and must be approved by the Sheriff in order for education-incentive pay to be awarded.

Education-incentive pay will be paid on a prorated basis, with the total amount of education-incentive pay earned divided by the number of pay periods in a calendar year and the quotient added to each paycheck for that year.

Education-incentive pay shall be considered bonus pay and will not be calculated into base pay.

Section 12.05 - Officer-in-Charge

Any officer required to act as a supervisor will be paid the difference in salary, such salary adjustment to be made at the end of each month to reflect the time actually worked as a supervisor.

A request form will be completed by the officer each month and signed by the division administrator.

Section 12.06 - Lateral Transfer

Effective January 1, 2022, a newly hired, experienced Deputy shall start at the "After 1 Year" step on the pay scale. To be eligible for this advancement on the scale, the Deputy must have at least two (2) years of full-time consecutive experience with their agency and also be able to meet the certification standards of the Illinois Law Enforcement Training and Standards Board. Further, the Deputy must come from a full-time position with another law enforcement agency directly to the St. Clair County Sheriff's Office into the Patrol division.

The above shall only apply to a Patrol Division Deputy and not a Metro Division Deputy. The respective Deputy will subsequently remain at that "After 1 Year" step, until January 1, May 1 or September 1, which ever date is first to follow the Deputy starting his/her third year of employment with St. Clair County, at which time the Deputy will move to the "After 2 Year" step (i.e. A Deputy transferring to the County on June 15, 2022, will start, and remain, at the "After 1 Year" step, until September 1, 2024 at which time he/she will move to the "After 2 Year" step).

Prior experience shall not affect the Deputy's placement on the seniority list nor his/her vacation accrual.

ARTICLE 13 - CLOTHING/MAINTENANCE ALLOWANCES

Section 13.01 - Allowances

All uniformed officers covered by this Agreement shall receive a yearly clothing-maintenance allowance of seven hundred eighty-six dollars (\$786.00). Such allowance is to be used for the purchase and upkeep of uniforms and accessories required for duty as prescribed by the Sheriff or his designee. Such allowance shall be in addition to any standard issue of equipment and uniforms.

Each investigator shall receive nine hundred forty-two dollars (\$942.00) per year for purchase and maintenance of appropriate clothing for the performance of his/her duties.

Each officer shall be responsible for maintaining his/her uniforms and accessories in a proper manner so as to maintain a complete uniform at all times and to report to work with uniforms and clothing being clean/laundered and neat in appearance.

Clothing or clothing-maintenance allowance will be paid annually in addition to an officer's base salary.

Clothing or clothing-maintenance allowance will be paid on a prorated basis, with the total amount of the allowance divided by the number of pay periods in a calendar year and the quotient added to each officer's paycheck for that year.

The Employer shall be responsible for the cost of the initial issue of any mandatory uniform and equipment changes, in addition to any standard issue of uniforms and equipment as currently provided by this Article.

Section 13.02 - Equipment Replacement

The Employer agrees to repair or replace as necessary an officer's eye glasses, contact lenses, prescription sun glasses, watches (up to a value of \$150.00), and other items of personal equipment, if such are damaged or broken, if during the course of an officer's duties the officer is required to exert physical force or is attacked by another person. Incident is to be documented with immediate supervisor.

Section 13.03 - Ballistic Protection Vests

Officers shall be provided with proper fitting ballistic protection vests, without cost to the officer, in accordance with National Institute of Justice (NIJ) guidelines. Such vests shall be replaced every five years or sooner if called for by NIJ guidelines. The minimum level of protection of such vests shall be the level of protection required to stop a bullet fired from the largest caliber of weapon routinely carried by officers. Vests shall be worn according to department policy.

ARTICLE 14 - HEALTH, WELFARE AND RETIREMENT PLANS

Employer agrees to provide health, welfare and pension plans consistent with the county-wide fringe benefit package. Officer contributions toward the cost of the benefit package will be consistent with county-wide policies and practices.

Any changes in benefits that are consistent with county-wide policies and practices will not be subject to impact bargaining during the term of this Agreement. Any increases in the cost of employee contributions to health and welfare premiums shall be based upon factors pertaining to actual costs of providing health and welfare benefits.

ARTICLE 15 - VACANT

Article intentionally left vacant.

ARTICLE 16 - GENERAL PROVISIONS

Section 16.01 - Lodge Visits

Upon prior permission of the Sheriff, authorized representatives of the national or state Lodge shall be permitted to visit the Department during working hours to talk with officers of the local Lodge and/or representatives of the Sheriff concerning matters covered by this Agreement.

Section 16.02 - Review of Records

Upon prior written approval of the Sheriff, the Lodge or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of

any officer covered by this Agreement whose pay is in dispute, or any other records of the officer pertaining to a specific grievance, at reasonable times with the officer's written consent.

Section 16.03 - Bulletin Boards

The Employer shall provide the Lodge with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Lodge.

Section 16.04 - Definitions

For the purpose of this Agreement, the following definitions shall apply:

OFFICER or EMPLOYEE shall mean a bargaining-unit employee covered by the terms of this Agreement.

REGULAR, as used to describe an officer or job position, shall be defined as non-probationary.

Section 16.05 - Testing

Drug and alcohol testing in the Department shall be conducted consistent with Appendix C.

Section 16.06 - Metro Division Deputy

As of January 1, 2015, there shall be a new title created within the Road Deputy bargaining unit entitled "Metro Deputy." Those employed as Metro Deputies shall comprise a new division entitled "Metro Division" within the Sheriff's Department. Metro Deputies shall be required to have the same qualifying training and certification that a regular patrol deputy does. The term "patrol deputy", for the purpose of this Section, refers to any deputy in any assignment other than those employees hired exclusively as "Metro Deputies" after January 1, 2015, as described below. The term "Metro Deputy" shall not refer to regular patrol deputies who may be assigned, for whatever reason or for whatever length of time, to patrol the MetroLink trains.

The Sheriff shall have the discretion to hire individuals either as regular patrol deputies or as Metro Deputies. His offers of employment to prospective employees shall clearly indicate which title is to be filled by the applicant.

The sole assignment of Metro Deputies shall be to guard and protect the MetroLink Rail system, unless they are temporarily ordered to respond to an emergency call-out as set forth in Section 2.03; otherwise, they shall in no way erode patrol division work. They shall not be able to bid on regular patrol deputies' assignments, overtime opportunities, shifts, or other biddable benefits.

Metro Deputies shall be compensated on the pay scale set forth in Section 12.01 of this Agreement. Should the Sheriff at his discretion transfer a Metro Deputy to the patrol division, the 1-year divisional probation and subsequent compensation shall be as set forth in Section 12.03. Metro Deputies shall otherwise enjoy all the rights and protections set forth in this Agreement, with the following conditions: first, Metro Deputies shall not receive sick leave incentive pay as

set forth in Sections 10.11 and 10.13; second, in the event of a layoff, no regular patrol deputy shall be laid off while there is a Metro Deputy still employed by the Department; and third, no Metro Deputy shall be recalled from layoff unless all regular patrol deputies (under the meaning of this Section) have been recalled first as set forth in Section 7.05.

The creation of the Metro Deputy title shall in no way deprive a regular patrol deputy of any existing benefit or right set forth in this Contract. Regular patrol deputies' work, except for the MetroLink assignment being staffed by Metro Deputies through attrition, shall not be eroded. Should a regular patrol deputy be assigned to guard the MetroLink trains, that regular patrol deputy's salary and benefits shall in no way be reduced; nor shall that regular patrol deputy be considered to be a Metro Deputy (under the meaning of this Section) for any reason or purpose. Furthermore, should all Metro Deputies be laid off, promoted, or discharged so that the title is vacant for more than a year (365 days), this Section shall be considered null and void unless renegotiated into a subsequent Contract.

Section 16.07 - Evaluations

Employees shall receive a quarterly evaluation, created by their direct supervisor, which shall fairly and accurately represent the quality of their work. The aggregate of an employee's last four quarterly scores shall account for 100% of their performance evaluation score that is used for promotional purposes. All issues relating to the administration of such evaluations which may arise henceforth shall be addressed and resolved by mutual agreement through Labor/Management meetings. Disputes over evaluation scores may not be grieved; they may be appealed to the Sheriff, but not beyond the Sheriff. The Sheriff shall have the ability to adjust evaluation scores should he decide to do so.

Section 16.08 - Safety

The Employer shall strive to provide employees with a reasonable safe work environment, so far as is feasible under the circumstances.

ARTICLE 17 - OFFICERS' RIGHTS

Section 17.01 - Internal Investigation

If the investigation or interrogation of a law enforcement officer results in a recommendation of some action such as transfer, suspension, dismissal, loss of pay, reassignment or similar action of a punitive nature, prior to taking such action the Employer will follow the procedures set forth in the Uniform Peace Officers' Disciplinary Act in effect on the date of execution of this Agreement.

The Employer agrees to provide at least seventy-two (72) hours prior notice for any disciplinary interview or pre-disciplinary interview/meeting, unless an emergency situation exists. Officers may be represented by a Labor Council representative at any such meeting, in addition to representation provided under the Uniform Peace Officer's Disciplinary Act, when requested by an officer. A reasonable time period will be provided in order for such representation to arrive.

Section 17.02 - Personnel Files

An official personnel file for each officer shall be maintained by the Sheriff at a central location. Each officer shall provide Employer with his/her current telephone number and mailing address.

Officers shall have the right to review the contents of their official personnel files no more than quarterly, unless involved in matter requiring greater access, subject to prior notification to the Sheriff. Officers may also copy any part of the information found in the personnel file, subject to reasonable charges for said copies. With an employee's written authorization, a Lodge representative may also review and copy information kept in an employee's personnel file, subject to prior notification to the Sheriff.

The Employer agrees such inspection may occur during regular business hours (upon permission granted by a superior officer) without loss of pay and upon reasonable notification. In the event that the personnel file contains material adverse to an employee, the employee shall have the right to place a written rebuttal to the adverse material and have said rebuttal become attached thereto as a permanent part of the file; provided said rebuttal is not prepared during working hours.

Section 17.03 - Indemnification

The Employer shall hold officers harmless from payment for damages or movies which may be adjudged, assessed or otherwise levied against an officer, provided the officer has acted within the scope of his/her employment and cooperates with the Employer during the course of the investigation, administration, litigation or defense of any claim arising under this Article in accordance with Illinois law in effect on the date of execution of this Agreement, and so long as required by such law.

Section 17.04 - Discipline

Post-probationary employees shall be disciplined and/or discharged only for just cause.

The Sheriff shall comply with the provisions of the Illinois Uniform Peace Officers Disciplinary Act in conducting any formal investigation as defined in the Act.

The Sheriff agrees with the tenets of progressive and corrective discipline. Once the measure of discipline is determined and imposed, the Sheriff shall not increase it for the particular incident of misconduct unless new facts or circumstances become known.

Disciplinary action shall be limited to the following:

- a. Oral warning or reprimand;
- b. Written reprimand;
- c. Suspensions;
- d. Discharge.

Discipline shall be administered within a reasonable period of time after the completion of the investigation. Discipline shall not be imposed in such a manner as to embarrass the employee in front of his co-workers or the general public.

All discipline except for reprimands may be grieved. Grievances involving discipline or discharge shall be initiated at Step 3 of the grievance procedure, within ten (10) business days of the employee's or Union's knowledge of the disciplinary action.

The Employee shall make an election between continuing through with the grievance procedure or continuing under the Merit Commission rules and regulations. However, the employee may only avail themselves of a Merit Commission hearing under the circumstances set forth in the St. Clair County Merit Commission Rules, Regulations and Procedures.

The election of forum must be made in writing not later than the final date for referring any such grievance to binding arbitration under Section 5.03. Grieving a discipline shall be considered an election of the grievance forum.

Such election is irrevocable. The right to have a hearing before the Merit Commission and the right to pursue disputes regarding disciplinary actions under the grievance procedure are mutually exclusive, and under no circumstances shall an employee have the right to a hearing in both forums.

ARTICLE 18 - SAVINGS, PROVISION-PARTIAL INVALIDITY

Section 18.01 - Savings Provision

None of the foregoing shall be construed as requiring either party to do anything inconsistent with federal or state law, or local ordinance or the final order or judgment of any court having jurisdiction over the parties.

Section 18.02 - Partial Invalidity

If any provision of this Agreement should be rendered or declared invalid and unenforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the parties agree to meet within fourteen (14) calendar days to negotiate alternative language to substitute for the invalidated provision.

ARTICLE 19 - 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 and it constitutes the complete and entire Agreement between the parties.

ARTICLE 20 - LABOR-MANAGEMENT CONFERENCES

Section 20.01 - Advance Request

The Lodge and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Lodge

representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings, agenda and locations shall be by mutual consent.

When an issue of employee or workplace safety is the topic of discussion, the parties agree to waive the seven (7) day notice period and address the subject at the earliest possible time. It is further understood that complaints of unsafe working conditions shall be filed with the reporting employee's supervisor, with copies forwarded to the division commander and the Sheriff, as soon as possible after the event giving rise to the complaint.

Section 20.02 - Exclusive of Grievances

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

ARTICLE 21 - DUES DEDUCTION

Section 21.01 - Dues Deduction

Upon receipt of a written and signed authorization form from an employee, a copy of which is attached hereto as Appendix B, the Employer shall deduct the amount of Lodge dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Lodge in accordance with the laws of the State of Illinois. The Lodge shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

Section 21.02 - Dues

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Lodge and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Lodge by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Lodge. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer during the fifteen-day (15-day) period prior to the expiration of this Agreement.

Section 21.03 - Indemnity

The Lodge hereby indemnifies and agrees to save the Employer harmless against any and all claims, demands, judgments, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article, including any fair-share objection proceeding.

ARTICLE 22 - DURATION

Section 22.01 - Term of Agreement

This Agreement shall be effective from January 1, 2021 and shall remain in full force and effect until December 31, 2023. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days or later than sixty (60) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 22.02 - 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 or resolution of impasse procedures are continuing for a new Agreement, or part thereof, between the parties.

Section 22.03 - Notifications by Certified Mail

All notices provided for in this Agreement shall be served upon the other party by certified mail, return receipt requested.

Section 22.04 - Impasse Resolution

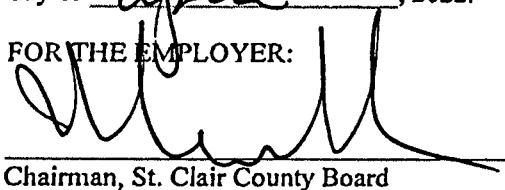
The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14).

**THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY TO ALLOW FOR
THE SIGNATURE PAGE TO FOLLOW**

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 29th
day of April, 2022.

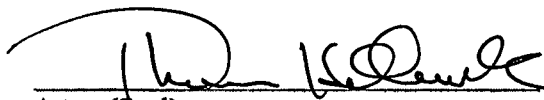
FOR THE EMPLOYER:



Chairman, St. Clair County Board

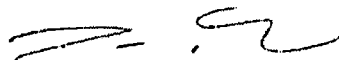


Sheriff, St. Clair County

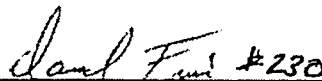


Attest (Seal)

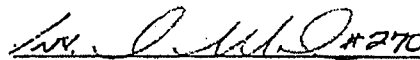
FOR THE UNION:



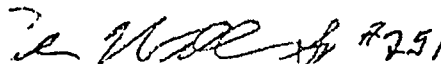
Dan Bailey,
Illinois FOP Labor Council



David Frisse
Road Deputies Unit
St. Clair County FOP #148



Scott Mohrmann
Road Deputies Unit
St. Clair County FOP Lodge #148



Andre Williams
Road Deputies Unit
St. Clair County FOP Lodge #148



APPENDIX A - GRIEVANCE FORM
(use additional sheets where necessary)

Lodge No. / Year / Grievance No.

Date Filed: _____

Department: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s) and Sections(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX B - DUES AUTHORIZATION FORM

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

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

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

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____
Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

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

APPENDIX C - DRUG TESTING

Section 1 - Drug Testing (Statement of Policy)

It is the policy of the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol while on duty and to observe the laws they are employed to enforce concerning the use of drugs and alcohol, both on and off duty. The purposes of this policy shall be achieved in such manner as not to violate any constitutional rights of the employees.

Section 2 - Prohibitions

Employees shall be prohibited from:

- (a) consuming or possessing alcohol on duty, or being under the influence of alcohol while on duty, except in an authorized duty capacity, when absolutely required in the conduct of an investigation, with prior supervisory authorization.
- (b) possession, use or being under the influence while on duty of any controlled substances or cannabis.
- (c) use of an illegal drug, or any designer drug not yet scheduled as a controlled substance, but which impairs an employee.
- (d) possession of, or selling, purchasing or delivering any illegal drug or controlled substance/cannabis except as part of an authorized criminal investigation.
- (e) failing to report to their immediate supervisor any known adverse side effects of over the counter medication(s) or prescription drugs which the employee is taking.

Section 3 - Drug and Alcohol Testing Permitted

- (a) Where the Employer has reasonable suspicion that an employee is under the influence of alcohol, a controlled substance or illegal drugs during the course of the work day, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. Supervisory personnel who are not members of the bargaining unit shall ascertain whether reasonable suspicion concerning the affected employee exist prior to any order to submit to the testing authorized herein.
- (b) The basis for reasonable suspicion shall be documented by the supervisory personnel and a copy provided to the employee in writing prior to the test being ordered.
- (c) Employees shall be mandated for testing in post-traffic accidents or critical incidents.
- (d) The foregoing shall not limit the right of the Employer to conduct such tests as it may deem appropriate for persons seeking employment as an employee prior to their date of hire, or for any probationary employee during the probationary period.
- (e) All tested permitted under the provisions of this Appendix shall be performed pursuant to Section 5.

Section 4 - Order to Submit to Testing

At the time an employee is ordered to submit to testing based upon reasonable suspicion, the Employer shall provide the employee with a written notice of the order, setting forth facts and the reasonable inferences drawn from those facts which have formed the basis of the Employer's suspicion. The employee shall be permitted to consult with a representative of the Labor Council

at the time the order is given, provided the unavailability of a Labor Council representative shall not serve as a basis for the delay of a test when ordered. Refusal to submit to such testing shall subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 5 - Tests to be Conducted

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

- (a) use a breathalyzer as authorized and certified by the Illinois Department of Public Health by a certified breathalyzer operator;
- (b) 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 Substance Abuse and Mental Health Services Administration (SAMHSA);
- (c) establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee;
- (e) collect samples in such a manner as to preserve the employees' right to privacy and to insure a high degree of security for the sample and its freedom from adulteration;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing a second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the employee tested with an opportunity to have the additional sample tested by a qualified clinical laboratory or hospital facility of the employee's own choosing, and at the employee's own expense, within forty-eight (48) hours of the test results;
- (h) provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- (i) ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and the officer shall be compensated for any period he was relieved from duty, provided that the foregoing shall not restrict the right to discipline an employee for violations of Section 2; both the initial and confirmatory test results are positive for the same sample;
- (j) For purposes of this policy and agreement, a test for the presence of drugs shall be deemed positive where the concentration of a drug or controlled substance found in the sample is at or above the levels established by federal or state regulation on drug testing, or with respect to illegal, designer drugs, is found to be present.
- (k) For the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood, shall be deemed positive and demonstrate

the employee to be under the influence of alcohol (note: the foregoing standard shall not preclude the Employer from attempting to show that test results between .01 and .04 demonstrate that the employee was under the influence but the Employer shall bear the burden of proof in such cases);

- (l) provide that all drug testing be performed by licensed professionals that are not St. Clair County employees;
- (m) The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (i.e. billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in a manner adverse to the employee's interests;

Section 6 - Right to Contest

The Labor Council and/or the employee, with or without the Labor Council, shall have the right to file a grievance contesting any testing permitted by this Agreement. Such grievances shall be commenced at Step 3 of the grievance procedure. It is agreed the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that the employees may have with regard to such testing.

Section 7 - Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an employee who, prior to detection, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than that the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available through the Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 8 - Random Drug Testing

The Sheriff may institute random drug testing. At any time random drug testing is initiated, those officers or sworn supervisory personnel to be tested shall be chosen using random sampling methods procedures mutually agreed to by the parties and shall not exceed thirteen (13) officers per month. Selection shall be made from a pool containing all sworn officers (Road and Corrections) except as otherwise provided in this Appendix.

The Union has the right to have one (1) representative present at the random drawing. Upon completion of the testing, the names of the persons tested shall be returned to the pool from which the next random sampling is chosen.

Probationary officers may be tested at any time during their probationary period, including testing prior to appointment as a full time officer. Nothing in this Appendix shall limit the right of the Sheriff to conduct such tests of persons seeking employment as an employee prior to their date of hire.

Section 9 - Discipline

- (a) An employee who, prior to detection, voluntarily seeks assistance shall not be subject to discipline or other adverse employment action by the Employer because the employee voluntarily sought treatment. The foregoing is conditioned upon:
 - (1) the employee agreeing to appropriate treatment as determined by the Substance Abuse Professional(s) involved;
 - (2) the employee discontinues his use of illegal drugs or abuse of alcohol;
 - (3) the employee completes the course of treatment prescribed, including an "after-care" group for a period determined by the Substance Abuse Professional(s) prescribing such after-care;
 - (4) the employee agrees to submit to random testing during the period of "after-care".

Employees who do not agree to or who do not act in accordance with the foregoing, or who test positive for the presence of illegal drugs or alcohol shall be subject to discipline, up to and including discharge.

- (b) Refusal to submit to drug and/or alcohol testing or proven adulteration by an officer of a sample submitted to testing shall be grounds for discipline up to and including termination.
- (c) Any officer who tests positive for the presence of illegal drugs or alcohol on both the preliminary and confirmatory tests shall be subjected to discipline up to and including termination from the department.
- (d) Any officer who is found to be under the influence of illegal drugs or alcohol during working hours shall be subjected to discipline up to and including termination from the department. In conducting testing authorized by this Section, the County shall follow the guidelines as established in Section 5 of this Appendix.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuation on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave if available, or take an unpaid leave of absence, where no paid leave time is available, pending treatment. The foregoing shall not limit the Employer's right to discipline employees for misconduct, provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Employees who are taking any over the counter or prescribed medication which has adverse side effect(s) that may interfere with the employee's ability to perform his normal duties may be temporarily reassigned to another more suitable law enforcement duty, when available.

Section 10 - Call Out Procedure

The Employer and the Union recognizes that employees may be placed in a conflict where an employee not on standby, and therefore, not prohibited from consuming alcohol or controlled substances pursuant to a prescription while off duty, is subject to an emergency call out during unscheduled, off-duty hours. Where an employee is notified of any emergency call out during unscheduled, off-duty time when not assigned to stand-by, the following procedures shall apply:

- (a) The employee called out shall inform the department representative notifying him if he has consumed alcohol or any lawful drugs or medications during the day preceding the call out, and the extent of impairment to performing duty.
- (b) The department representative in charge of the call out shall determine the employee's condition and fitness for duty, and either assign him to duty, or if the employee is determined to be unfit to work, shall advise the employee, by telephone, that he will not be authorized to work.
- (c) Any employee who reports for call out without complying with (a) above, shall not be allowed to work if he appears to be impaired or under the influence, and may be subject to testing hereunder where reasonable suspicions exist.

APPENDIX D - SENIORITY LIST

Patrol/Road Deputies Seniority List: 2021-Present

Name	Department Hire	Division Appointment	Additional Info
Pozsgay, Paul J.	09/27/1999	09/27/1999	Retired: 07/06//2021
Davis, Christopher F.	09/11/1995	01/07/2001	-
Toth, Scott J.	06/23/1997	01/07/2001	Retired: 06/01//2021
Taylor, Russell H.	07/02/2000	04/01/2001	-
Frisse, David L.	04/01/2001	04/01/2001	-
Walters, Patrick L.	04/01//2001	04/01/2001	-
Dobler, Matthew J.	11/18/2001	11/18/2001	-
Bennett, Frank J.	07/14/2002	07/14/2002	-
Wagner, Mark A.	07/28/2002	07/28/2002	-
Pirtle, Scot A.	11/23/1998	08/24/2003	-
Young, Cerether L.	12/18/2000	09/07/2003	-
Williams, Desmond R.	09/04/2005	09/04/2005	Promoted: Sgt. 04/23/2021
Pegg, John R.	09/18/2005	09/18/2005	-
Hill, Daniel L.	09/03/2006	09/03/2006	-
Leach, Andrew P.	09/03/2006	09/03/2006	-
Rinehart, Carrol L.	02/18/2007	02/18/2007	-
Kocurrek, Kevin K.	04/07/2002	04/09/2007	-
Martin, Michael J.	09/05/2005	09/30/2007	-
Guyton, Kiwan P.	02/18/2008	02/18/2008	-
York, Patrick A.	04/27/2008	04/27/2008	-
Savage, Calvin M.	09/07/2003	08/17/2008	Quit: 4/2021

Vise, Benjamin P.	08/07/2005	08/16/2010	-
Blackburn, Xavier D.	09/03/2006	08/16/2010	-
Fitch, Christopher C.	06/21/2010	09/24/2011	-
Moyer, Jason S.	12/25/1994	01/14/2013	Retired: 12/17/2021
Tracy, Eric M.	04/07/2013	04/07/2013	-
Davis, Romero S.	06/21/2010	07/01/2013	-
Clayton, Kenneth J.	07/12/2004	01/13/2014	-
Kenney, Aaron C.	10/05/2014	10/05/2014	Promoted: Sgt. 12/2021
Davis, John	03/30/2015	08/15/2016	-
Abernathy, Nathan	10/16/2016	10/16/2016	-
Hoernis, Christopher	08/16/2010	01/21/2018	
Mohrmann, Scott	01/22/2018	01/22/2018	-
Reid, Cameron A.	05/30/2005	10/14/2018	
Taylor, Kyle	04/22/2012	02/17/2019	-
Fisk Jr., Timothy J.	07/05/2009	04/28/2019	
Brueggemann, Dane	12/05/2010	07/08/2019	
Friedrich, Steven J.	02/18/2008	08/18/2019	-
Herndon, Steven	04/21/2013	11/23/2019	-
Rensing, Lance	03/15/2020	03/15/2020	-
Salama, Abdulrahman	03/16/2020	03/16/2020	-
Dale, Richard	03/23/2015	03/30/2020	-
Carter, William	05/14/2017	08/16/2020	Quit: 12/28/2021
Smith, Richard	12/25/2016	11/09/2020	-
Hamon, Terry	06/17/2018	04/23/2021	
Young, Storm	06/28/2021	06/28/2021	-

Thomas, Devon	11/08/2020	08/29/2021	-
Brewer II, Gary	05/09/2021	11/07/2021	
Schmidt, Sean	12/21/2020	11/21/2021	-
Gatlin, Christian	01/30/2022	01/30/2022	-

**Metro Division Seniority List:
2021-Present**

Name	Department Hire	Division Appointment	Additional Info
Williams, Andre	08/15/2018	08/15/2018	-
Ahlers, Kent	04/12/2021	04/12/2021	-
Schultz, Jeffrey	10/10/2021	10/10/2021	-
Borger, Hunter	11/08/2021	11/08/2021	-

ILLINOIS FOP LABOR COUNCIL

and

ST. CLAIR COUNTY BOARD / ST. CLAIR COUNTY SHERIFF

**F.O.P. Lodge 148
Correctional Officers Unit**

January 1, 2021 – December 31, 2023

**Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911**

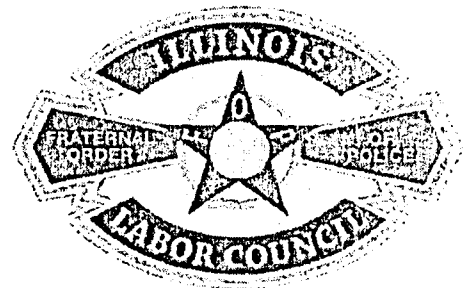


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PREAMBLE

This Agreement is entered into by and between the County Board and the Sheriff of St. Clair County, Illinois (herein referred to as the "EMPLOYER") and the Fraternal Order of Police St. Clair County Sheriff's Police Lodge No. 148 and the Illinois FOP Labor Council (hereinafter referred to as the "LODGE").

It is the intent and purpose of the parties to this Agreement to set forth herein their entire agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to achieve and maintain harmonious relations between the Employer and the Lodge; and to provide for the prompt and fair settlement of grievances without any interruption of, or other interference with, the operation of the Sheriff's Department.

It is the Employer's and Lodge's desire to provide the people of St. Clair County, Illinois, with the highest quality service by mutual agreement through good faith negotiations.

ARTICLE 1 - RECOGNITION

Section 1.01 - Recognition

The Employer recognizes the Lodge as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours, and other conditions of employment of all officers in the bargaining unit. The bargaining unit shall include: all sworn and non-sworn Correctional Officers below the rank of Sergeant as certified by the Illinois State Labor Relations Board, Case No. S-UC-(S)-16-054 dated June 2, 2016. All other positions shall be EXCLUDED from the above described bargaining unit as well as any others excluded by the Illinois Public Labor Relations Act, 1984; P.A. 83-1012; 5 ILCS 315/1 (et al.).

Section 1.02 - Probationary Period/Transfers

Pursuant to applicable statutory mandates and the Rules, Regulations and Procedures of the St. Clair County Sheriff's Department Merit Commission, employees hired must serve an initial probationary period. Such probationary employees are covered by the terms and conditions of this Agreement, except that the Sheriff may discipline or discharge a probationary employee at will. The probationary period commences on the date the employee is appointed and ends after twelve (12) months.

Employees transferred from the Patrol division or Metro division to the Corrections division also serve a special twelve (12) month probationary period. If such employees do not complete their probationary period, the employees are returned to their former division as soon as there is an opening at their former position.

Employees transferred from the Corrections division to the Patrol Division or Metro division shall also serve a special twelve (12) month probationary period. If such employees do not complete their probationary period, the employees are returned to their original position in the Corrections division as soon as there is an opening at their former position.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.01

The Lodge recognizes that the Employer possesses the sole and exclusive right to operate and direct the officers of the St. Clair County Sheriff's Department, in all aspects, including, but not limited to, all rights and authority granted by law. Except as otherwise expressly stated herein, St. Clair County policies are not to be considered a part of this Agreement.

Management rights include, but are not limited to, the right:

- a. To maintain executive management and administrative control of the Department and its properties and facilities and the staff;
- b. To plan, direct, control, assign and determine the operations or services to be conducted by officers of the St. Clair County Sheriff's Department;
- c. To determine the methods, processes, means, job classifications and number of personnel by which the Sheriff's Department operations are to be conducted;
- d. To select, hire, promote, schedule, train, transfer, assign and evaluate work, of bargaining unit officers;
- e. To direct and supervise the entire working force of the Department, including the establishment of work standards;
- f. To demote, suspend, discipline or discharge officers for just cause;
- g. To make, add, delete, alter and enforce procedures, rules and regulations;
- h. To introduce new or improved methods, equipment or facilities;
- i. To contract out for goods and services.

The County has the sole authority to determine the purpose and mission of the St. Clair County Sheriff's Department and the amount of budget to be adopted thereto.

Section 2.02 - Other Employment

Any and all employees covered by this Agreement who desire to perform work for an entity shall seek prior approval for such employment from the Employer.

Any employee working for an entity shall hold the Employer harmless against any and all claims, demands, suits or other forms of liability involving his or her work for any other entity.

In the event an employee is employed by any entity, said employment shall not affect the performance of his/her duties, nor shall such other employment interfere with any operations of the Employer, nor affect an employee's availability for call-outs, nor shall it constitute, nor appear to constitute, a conflict of interest with employment for St. Clair County. Should the Employer

determine that an officer's outside employment does not conform to the requirements set forth in this Section; the Employer may order the employee to terminate the outside employment, subject to reasonable notice, with an explanation as to the order.

Section 2.03 - Civil-Emergency Conditions

If, at the sole discretion of the Employer, it is determined that extreme civil-emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods, or other similar catastrophes, upon oral notice to a Lodge representative at a practical time, the provisions of this Agreement may be suspended by the Employer during the time of the emergency, provided wage rates and all economic benefits shall not be suspended and that the provisions of this Section shall neither limit an employee's right to invoke the grievance procedure in a timely manner after the cessation of the emergency, nor limit the protections granted by Sections 17.01 (Internal Investigation) and 17.03 (Indemnification) of this Agreement. It is agreed that the processing of any grievance occurring during this emergency shall be delayed until a time when the emergency conditions no longer hamper normal business activity.

ARTICLE 3 - NO STRIKE

Section 3.01 - No-Strike Commitment

During the term of this Agreement, neither the Lodge nor its agents nor any employee covered by the terms of this Agreement, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, unauthorized absence, unlawful picketing, "work-to-rule" action, strike, refusal to cross a picket line while on duty, nor any other intentional interference with the operations, statutory functions or obligations of the Employer.

Section 3.02 - Resumption of Operations

In the event of action prohibited by Section 3.01 above, the Lodge immediately shall disavow such action and request the officers to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. The Lodge, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 3.03 - Lodge Liability

Upon the failure of the Lodge to comply with the provisions of Section 3.02 above, any agent or official of the Lodge who is an officer covered by this Agreement shall be subject to the provisions of Section 3.04, below.

Section 3.04 - Discipline of Strikers

Any officer who violates the provisions of Section 3.01 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 3.01, above, shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance procedure.

ARTICLE 4 - NONDISCRIMINATION

Section 4.01

Neither the Employer nor the Lodge shall discriminate against any officer covered by this Agreement in a manner which would violate any applicable laws. All claims of discrimination must be pursued through the appropriate administrative agency and are not grievable.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 5.01 - Definition

A grievance is defined as a dispute or difference of opinion between an officer or group of officers (with respect to a single common issue) covered by this Agreement, or the Lodge on behalf of the officer(s), and the Employer with respect to the meaning, interpretation or application of an express provision or provisions of this Agreement as written which involves, as to the grievant, an alleged violation of an express provision of this Agreement. The Lodge may file a grievance directly at Step 3 if there is no single immediate supervisor or division administrator common to all the officers affected by the grievance.

Nothing contained herein will be construed as limiting the right of any officer having a grievance to discuss the matter informally with any appropriate supervisor, and having the grievance adjusted without intervention of the Lodge, provided the adjustment is not inconsistent with the terms and meaning of this Agreement.

Section 5.02 - General Rules

1. Unless a grievance is filed in a timely manner, it shall be deemed waived. Unless a grievance decision is appealed within the designated time limits, it shall be deemed resolved at the last response.
2. Any and all grievances must be filed in writing on a form identical to that attached hereto as Appendix "A". All appeals and responses to the grievance shall be recorded thereupon and/or made with attachments thereto.
3. Time limits may be extended by agreement of the parties at the respective step in the procedure. However, such extension shall be to a date certain.
4. When a grievance is filed, it shall name the officer(s) involved, set forth the nature of the grievance, identify the facts upon which it is based and the express provision(s) of the Agreement allegedly violated, state the contention of the officer with respect to said provision(s), indicate the relief requested and be signed and dated by one or more of the officer(s) affected. Responses to the grievance shall be made to the first officer who signed the grievance.
5. Non-economic past practices not covered by the terms of this Agreement are extinguished upon the date of its execution; past practices may be used by the parties to establish the meaning, interpretation or application of the Agreement.

Section 5.03 - Procedure for Filing Grievances

A grievance shall be processed and resolved in the following manner. Grievances shall not be processed unless filed within the specified time period.

Step 1 - Immediate Supervisor The grievance shall be raised orally with the affected officers' immediate supervisor who is outside the bargaining unit, within five (5) business days on which the officer worked from the date of the first occurrence which had an application to that officer which gives rise to the complaint. Grievances should be raised with the first supervisor/administrator who has the authority to remedy the grievance; however, failure to identify the proper authority shall not be cause to waive the grievance. The supervisor/administrator shall respond to the officer within five (5) business days of receipt of the grievance.

Step 2 - Division Administrator If the grievance is not resolved at Step 1, a written appeal may be filed with his division administrator or the administrator's designee. The appeal shall be filed within ten (10) business days after receipt of the Step-1 response, or within ten (10) business days after the Step-1 response was due.

Division administrators shall include the Undersheriff, Chief Deputy, or the Jail Superintendent. Upon receipt of the properly filed written appeal, the appropriate division administrator or the administrator's designee shall meet with the officer to review the grievance. Within ten (10) business days of the receipt of the Step-2 appeal, the administrator will render a decision in writing to the officer.

Step 3 - Sheriff If the grievance is not resolved at Step 2, a written appeal may be filed with the Sheriff. The written appeal will be filed within ten (10) business days after the receipt of the Step-2 response or within ten (10) business days after the Step-2 response was due.

Within ten (10) business days after receipt of the properly filed, written grievance, the Sheriff or his designee shall meet with the grievant and/or the Lodge to review the complaint. The Sheriff will issue a decision regarding the grievance within ten (10) business days after the meeting with the grievant.

Step 4 - Labor-Management Committee If the grievance is not resolved at Step 3, the written grievance may be appealed to the St. Clair County Board's Labor-Management Committee within ten (10) business days of the date of the Step-3 response, or within ten (10) business days after the Step-3 response was due.

The Labor-Management Committee or its designee shall schedule a meeting on the grievance within thirty days after it receives the grievance, unless unusual circumstances arise. The meeting shall be closed to the press and the public. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. Nothing herein shall prevent the Lodge and the Employer from entering into any settlement that would not set a precedent for other grievances. If no settlement is reached, the Committee, or its designee, shall give its response to the grievant(s) within ten (10)

business days following the meeting. In any case, Step 4 shall be completed no later than forty-five (45) calendar days after the written grievance is filed at this Step, unless the parties agree to a written extension thereof. If the Lodge has received no response within 45 calendar days, the Lodge may elect to advance the grievance to Step 5 or Step 6.

Step 5 - Mediation If the grievance is not satisfactorily resolved at Step 4, it may, by mutual agreement only, be submitted for mediation within fifteen (15) business days after receipt of the Committee's Step-4 response, or within fifteen (15) business days after the Step-4 response was due. The parties shall jointly submit a written request to the Federal Mediation and Conciliation Service (FMCS) requesting the services of mediator for grievance mediation. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance.

Proceedings before the mediator shall be informal, and he/she will have the right to meet jointly and/or separately with any person or persons at the grievance-mediation conference. The mediator shall assist the parties in an attempt to reach a voluntary settlement. If the parties reach a settlement, it shall be reduced to writing and signed by the parties. Nothing herein shall prevent the Lodge and the Employer from entering into any settlement that would not set a precedent for other grievances.

If the parties choose to use this voluntary process, mediation may be completed at any time by receipt of written notice that one party wishes to terminate this step.

Step 6 - Arbitration If the grievance is not resolved as a result of Step 4 or 5, as the case may be, the Lodge may request in writing, within ten (10) business days after the mediation is completed, or, if mediation was not agreed to, within ten (10) business days after the Step-4 response, or within ten (10) business days after the Step-4 response was due, that the grievance be submitted to binding arbitration. The request by the Lodge must be made within ten (10) business days of completion of the last appropriate step. In the event the Lodge requests arbitration, the parties shall jointly request the FMCS to supply a list of seven (7) arbitrators. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the dispute.

The parties shall contact one another concerning selection of an arbitrator within ten (10) business days after receipt of the list from FMCS. However, either party may reject one (1) entire list before any selection is indicated by either party. Both the Employer and the Lodge shall have the right to strike three (3) names from the list. Each party shall alternately strike a name from the list, with a coin toss determining who strikes the first name, the other party striking the second name, and so on, until one name is remaining from the list. The person whose name remains unstricken from the list shall be the arbitrator.

Once the arbitrator has been selected, the parties shall jointly notify him/her in writing requesting that a hearing be held at the earliest dates(s) upon which the parties can agree. The parties shall attach a copy of this Article and any other relevant portions of this Agreement to the notification sent to the arbitrator. Once an agreed date is appointed, the

parties shall jointly arrange for the services of a court reporter for the arbitration hearing, provided the arbitrator requests said services be provided.

Each party shall bear the expenses and fees of its representatives and witnesses. The parties shall share equally the expenses and fees of the arbitrator, a transcript for the arbitrator, the court reporter and the hearing room, if any. Unless otherwise agreed, the hearing shall be held in St. Clair County. The arbitration hearing shall be closed to the public and the press. Each party shall be responsible for the cost of purchasing its own copy of the written transcript.

Section 5.04 - Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to nor subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted to him/her. The arbitrator shall have the power to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law. The arbitrator shall submit his decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree, to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Section 5.05 - Time Limits

No grievance shall be processed unless it is submitted in a timely manner pursuant to Section 5.03, Step 1. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the officer or the Lodge may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by written agreement of the Employer and the officer or Lodge representative.

In computing time limits under this Article, the first business day of a time limit shall be the first business day on which the officer worked from the date of the first occurrence which had application to that officer, or the business day on which the grievance is filed or appealed, or the business day on which a response, to be prescribed by a particular step, is given or is due to be given by the Employer. The last business day of a time limit shall be deemed to end on 5:00 p.m. on that business day.

For the purposes of this Agreement, "business" day shall be defined as a day on which the St. Clair County Building is open for regular business to the public, Monday through Friday, from

the hours of 8:00 a.m. to 5:00 p.m. local time, excluding holidays as defined in Article 8, Section 8.01, of this Agreement.

Section 5.06 - Waiver of Procedure

Any officer who uses this procedure waives all other review procedures that the officer or the Lodge may possess to review the allegations raised by the grievance. An officer who seeks to process a matter grievable hereunder, under any other procedure waives all rights to review the allegations that may be raised by a grievance filed hereunder. The Lodge agrees not to process such a grievance under this Agreement beyond the date set for commencement of the arbitration proceeding under Section 5.03, Step 6. The waiver form to be used is set out as Appendix A. The provisions of this Section are applicable only if the grievance is advanced beyond Step 2 of the grievance procedure herein.

Section 5.07 - Grievance Processing

Reasonable time while on duty shall be permitted to a Lodge representative for the purpose of assisting an officer in the processing of grievances as set forth in this Article, and such mutually agreed to time shall be without loss of pay. However, under no circumstances shall the processing of grievances result in overtime compensation to any officer provided, however, that the officer must obtain prior approval from the appropriate supervisor for said time off. Such approval shall not be unreasonably withheld.

Section 5.08 - Representation

An officer shall present a grievance personally at Step 1 of this procedure. During any step of the procedure after Step 1, however, the officer may be represented by the Lodge. Grievance settlements shall be reduced to writing and signed by the Employer, the Labor Council and the grievant(s).

ARTICLE 6 - HOURS AND OVERTIME

Section 6.01 - Work Period

The Employer and the Lodge agree that the Sheriff shall retain the right to establish the scheduled workday which will consist of no more than twelve (12) consecutive hours of work in any twenty-four-hour (24-hour) period, with the exception of shift rotations. At no time will an officer be regularly scheduled to work consecutive shifts.

The normal work period for officers covered by this Agreement shall be defined as twenty-eight (28) consecutive days beginning at 12:01 a.m. on a Sunday. The normal work period shall consist of one hundred sixty (160) scheduled work hours in a twenty-eight-day (28-day) period for employees working an eight (8) or ten-hour (10-hour) schedule. The normal work period shall consist of one-hundred sixty-eight (168) scheduled work hours in a twenty-eight-day (28-day) period for employees working a twelve-hour (12-hour) schedule; there will not be any short days ("minus 4's or minus 8's") scheduled.

Overtime compensation shall be given for all hours in excess of the scheduled workday as established by the Sheriff, or work period, in accordance with the Fair Labor Standards Act.

The annual basic work schedule assignments for the upcoming year shall be completed and posted by November 30th to assist facilitation of vacation selection as provided in Section 9.03 of this Agreement.

Section 6.02 - Overtime

Officers covered by this Agreement shall be compensated at the premium-compensation rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all authorized hours in excess of the work period described above. "Straight-time hourly rate" shall be defined as the officer's base annual wage divided by 2,080 hours. Employees covered by this Agreement working a twelve-hour (12-hour) work schedule shall be compensated at the straight-time rate of pay for each and every hour worked as part of the regular twelve-hour (12-hour) schedule (one hundred sixty-eight (168) hours in a twenty-eight-day (28-day) period / eighty-four (84) straight-time hours per two-week (2-week) pay-period). The Sheriff has the exclusive right to determine when and if overtime is needed and the number of officers needed to complete the job. Sick, holiday or other paid or unpaid leaves, in addition to standby time, shall not be included in computing the time worked in a work period for the purpose of overtime payment; however, vacation leave and compensatory time shall be included in computing the time worked in a work period for the purpose of overtime payment.

Section 6.03 - Compensatory Time

Officers shall have the right to choose whether to be compensated for overtime worked by cash payments or compensatory time off. Management reserves the right to buyout compensatory time as set forth in this Section.

All claims for compensatory time or cash overtime shall be made within five (5) calendar days after the time worked. If an assignment is two or more consecutive days in length, the claim shall be made within five (5) calendar days after the final day of the assignment.

Officers covered by this Agreement shall be allowed to accumulate up to forty (40) hours of compensatory time, which shall not be subject to the buy-out provisions, unless mutually agreed upon by the officer and the Employer.

Compensatory time will be calculated at the same rate as overtime pay. The maximum accumulation of compensatory time shall be four hundred-eighty (480) hours.

Section 6.04 - Premium Compensation

For the purposes of this Agreement, "premium compensation" is defined as any rate of compensation in excess of an employee's regular straight-time rate of compensation. Premium compensation for overtime work shall be governed by applicable law and pertinent sections of this Agreement and shall be based on hours actually worked. There shall be no pyramiding of premium compensation. "No pyramiding of premium compensation" means that premium compensation shall not be made more than once for the same hours under any provision of this Agreement.

Section 6.05 - Use of Compensatory Time

Any employee covered by this Agreement shall not be required to take compensatory time off or to have their shifts modified, unless by mutual agreement, for the sole purpose of preventing

overtime payments pursuant to this Agreement. Compensatory time off shall be taken in such blocks of time which are mutually agreeable to the Employer and the employee. Compensatory time use may be restricted when the operations of the Sheriff's Department are impaired as provided by the Fair Labor Standards Act.

Notwithstanding the above, if any officer has accrued compensatory time in excess of one hundred twenty (120) hours, then within a 90-day period immediately following accrual of the amount in excess of 120 hours, the Employer may request the employee to schedule time off, subject to approval by the Employer, to reduce accumulated compensatory time.

If the employee fails to make a reasonable effort to use the excess compensatory time within said 90-day period, then during the next 90 days, the Employer shall have the right to schedule the employee to use the compensatory time in excess of 120 hours.

If the Employer exercises its right to schedule an employee off to reduce accrued compensatory time in excess of 120 hours, it shall schedule such time off in increments of full shifts unless otherwise mutually agreed by the Employer and the employee affected.

Section 6.06 - Call Back

A call-back is an official assignment of work that does not continuously precede or follow an officer's regularly scheduled work hours. Officers reporting back to work on a call-back shall be compensated for a minimum of two hours at the overtime rate of pay or be compensated for actual hours worked at the overtime rate of pay, whichever is higher.

Section 6.07 - Work Schedule

When an employee attends a training session during the time that the employee is scheduled to work, the employee's time in attendance, lunch period and travel to-and-from will be compensated at the appropriate rate of pay. At the Employer's discretion, the employee may be ordered to appear at work prior to or after the training session to complete his/her full work-shift.

When an employee attends a training session during the time that the employee is not scheduled to work, the employee's time in attendance, including the lunch period if any, and travel to-and-from will be compensated at the appropriate rate of pay.

When an employee attends a training session during the time that the employee is not scheduled to work, but nonetheless on a day on which the employee is scheduled to work, the employee's time in attendance, lunch period and travel to-and-from will be compensated at the appropriate rate of pay. At the Employer's discretion, the employee's work schedule may be altered to ensure the safety of the employee and others is not compromised due to the potential for fatigue. If the employee's schedule is altered, the employee will be given the opportunity to use compensatory time to replace the hours lost scheduling.

When the Employer must compensate for travel for training, the calculation shall be based upon the distance to and from the St. Clair County Jail (which may be computed by GPS), at a formula of one minute for every mile.

Section 6.08 - Shift Rotation

The Employer shall rotate the shifts of employees working twelve (12) hour shifts every four (4) twenty-eight (28) day periods (or three times per year).

ARTICLE 7 - SENIORITY

Section 7.01 - Definition of Seniority

Departmental seniority shall, for the purpose of this Agreement, be defined as an officer's length of continuous service within the Sheriff's Department since his/her last date of hire, less any adjustments due to layoff, approved leaves of absence, suspensions or other breaks in continuous service. Departmental seniority shall be used as the basis for computation of vacation, sick leave allowances and the wage matrix.

Divisional seniority shall, for the purpose of this Agreement, be defined as an officer's length of continuous service within the Sheriff's Department since his/her last transfer or hire into the division, less any adjustments due to layoff, approved leaves of absence, suspensions or other breaks in continuous service. Divisional seniority shall be used as the basis for selection of annual vacations and other approved time off if more than one officer has submitted a dated written request for the same time off. If two or more bargaining unit members have the same divisional seniority, departmental seniority shall be used as a tiebreaker. If after the use of departmental seniority there are still ties, alphabetical order of last name shall determine divisional seniority.

For purposes of this Article, there are only three (3) divisions: patrol (which includes all assignments given to deputies, i.e., Road Patrol, Investigations, MetroLink, etc.), metro, and corrections. In the event an officer is transferred from one division to the other, he/she enters the new division as the officer with the least divisional seniority; however, the transferred officer does not lose his/her departmental seniority. If the officer then returns to his original division, he/she will retain all his/her service time as if he/she never left the division. If an officer is promoted out of the bargaining unit(s) and then returns, the officer will not receive any divisional seniority credit for the time spent in the promoted rank but will retain the divisional seniority credit for the time originally spent in the division.

Except as otherwise provided herein, seniority for promotion and other purposes is within the control and jurisdiction of the St. Clair County Sheriff's Merit Commission.

Section 7.02 - Computation of Seniority

Consistent with any applicable Merit Commission rules, the computation of seniority shall be subject to the following:

- a. Continuous paid service shall include vacations and military service honorably completed.
- b. In the event an officer accepts a police disability pension which is later terminated, and the officer returns to the Department's active service, the officer shall be entitled to the accumulated seniority which existed at the time he/she was placed on disability pension.

Section 7.03 - Termination of Seniority

Consistent with the currently applicable rules and regulations of the Merit Commission, seniority and the employment relationship shall be terminated when an officer:

- a. quits, or
- b. is discharged, or
- c. retires or is retired, or
- d. is laid off and fails to report to work within fourteen (14) calendar days after having been recalled. (Provided, further, that the officer must have notified the Department of his/her intention to return within five (5) calendar days after receiving the notice of recall. All notices are to be by certified mail. The Department may at its discretion grant additional time to return to work.), or
- e. does not report to work at his/her scheduled time for his/her first scheduled work day after the termination of an authorized leave of absence, unless the employee can demonstrate extenuating circumstances that prevented him/her to the Sheriff's satisfaction, or
- f. is absent without notifying the Department in accordance with Sheriff's Department procedure, unless the employee can demonstrate extenuating circumstances that prevented him/her to the Sheriff's satisfaction.

Section 7.04 - Seniority List

The Employer shall prepare a list setting forth the present Departmental seniority dates and Divisional seniority dates for all officers covered by this Agreement attached as Appendix D, which shall become effective on or after the date of execution of this Agreement. Such list shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. An officer objecting to his/her numerical placement on the seniority list will forward an objection in writing stating his/her reasons within fourteen (14) days of the date of posting. The written objection will be filed with the Executive Deputy. If an officer does not file an objection, the list shall stand approved as posted. Said list shall be attached to the Agreement as "Appendix D".

Section 7.05 - Layoffs

Should the Employer find it necessary to lay off officers, it shall be done on the basis of seniority within the Division: that is, the person with the least seniority in the Division shall be the first to be laid off. Any officer being laid off will receive a written notice at least thirty (30) working days prior to its effective date.

ARTICLE 8 - HOLIDAYS

Section 8.01 - Number of Holidays

The following shall be considered holidays for eligible regular full-time officers:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	General Election Day in November (even-numbered years only)
President's Day	Thanksgiving Day
Spring Holiday	Thanksgiving Friday
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

Dates of observance of holidays listed above shall be designated annually by the St. Clair County Board. Employees working a seven-day/twenty-four hour a day schedule shall observe holidays on their legal dates. Employees working a five-day/eight-hour/weekends off/business schedule shall observe the holidays on the dates designated by the St. Clair County Board.

Section 8.02 - Holiday Pay Credit

A. Worked Holiday An eligible officer required to work on an observed holiday, in addition to his/her regular day's pay, shall be credited for the holiday at the rate of time and one-half (1-1/2) for all hours worked on a holiday shift. Such credited hours shall be paid to the appropriate officers with the first payroll check issued in February of the following year. The amount of payment is to be calculated at each officer's rate of pay in effect on the last payday in the calendar year during which the holiday credit was earned.

B. Un-worked Holiday An eligible officer who is not scheduled to work on an observed holiday will be compensated at the regular straight-time rate for twelve (12) hours. Such credited hours shall be paid to the appropriate officers with the first payroll check issued in February of the following year. The amount of payment is to be calculated at each officer's rate of pay in effect on the last payday of the calendar year during which the holiday credit was earned.

C. Holiday Pay Rules Only those officers whose shift starts on a holiday are eligible for the extra time-and-a-half holiday pay under subsection A above. Officers who do not work on a holiday and those officers whose shift does not start on a holiday, but still work during a holiday, are entitled to the straight-time pay of their regularly-scheduled hours in addition to their regular rate of pay under subsection B above.

D. Use of Holiday Time Officers, with approval, shall have the right to use holiday time prior to the last payday of the calendar year during which the holiday was earned, with the remaining unused holiday time paid with the first payroll check in February of the following year. Officers requesting holiday time off shall receive written approval or denial within five (5) days from the date of the request.

E. Holiday Scheduling Employer reserves the right to schedule any officer off on a holiday(s). However, if an officer is scheduled off on a holiday when his/her normal schedule would have required him/her to work the holiday, one of the following two provisions will apply:

1) if an officer is scheduled off with 72 or more hours advance-of holiday notice, the officer will receive straight-time compensation for the amount of hours he/she would have been scheduled to work on the holiday; or 2) if less than 72 hours advance notice is given, the officer will receive straight-time compensation for the amount of hours he/she would have been scheduled to work on the holiday, plus 25% of that same number of hours (for example: if less than 72 hours notice is given, officer who was scheduled to work a 12-hour shift will receive 15 hours compensation; if scheduled to work a 10-hr shift, officer will receive 12.5 hours compensation; if scheduled to work an 8-hour shift, officer will receive 10 hours compensation; etc.).

Section 8.03 - Eligibility

In order for an officer to be "eligible", as that term is used in this Article, for holiday pay credit, the officer must work his/her last scheduled day before and first scheduled day after the holiday.

Section 8.04 - Holiday During Prior Approved Time Off

In the event a holiday occurs when an officer is on prior approved time off, such holiday shall be credited to the officer in accordance with Section 8.02 B, above.

ARTICLE 9 - VACATION

Section 9.01 - Eligibility

All regular, full-time officers shall earn vacation time. Officers shall be eligible to take paid vacation after one year's continuous employment with the Sheriff's Department.

No officer shall be eligible to receive any benefits under this Article if he/she quits or resigns from the employment of the Department without giving two (2) weeks' notice in writing of his/her intention to resign. If a two-week notice is not given by the officer to the Employer, then the vacation time which would have been awarded to the officer for his/her current year of employment, during which he/she quits or resigns, shall be forfeited by the officer.

If an officer gives two (2) weeks' notice of his/her intention to resign, he/she will receive vacation credit prorated for that portion of the year, of employment which he/she worked (e.g., if an officer would have earned 80 hours of vacation leave during a year in which he/she resigns, and works one-half of the year of employment before giving his/her two-week notice, he/she will receive 40 hours of vacation leave compensation).

Section 9.02 - Accrual

Eligible officers shall earn vacation time in accordance with the following schedule:

- a. from the date of hire until completion of five (5) years of continuous service: eighty (80) hours per year;
- b. from the completion of five (5) years of continuous service: one hundred twenty (120) hours per year;

- c. from completion of twelve (12) years of continuous service: one hundred sixty (160) hours per year;
- d. from completion of twenty (20) years of continuous service: two hundred (200) hours per year.

Section 9.03 - Vacation Scheduling

On or before December 1 of each year, the Employer shall post a vacation sign-up sheet for each division. Officers shall select vacation leave in one-calendar-week increments, said increments being from 12:00 a.m. Monday to 12:00 a.m. the Monday immediately following, to be taken during the upcoming calendar year. The number of officers permitted off duty at any time shall be determined by division commanders. During the first thirty (30) calendar days the sign-up sheet is posted, divisional seniority, as defined in Section 7.01, shall be used to determine who is entitled to a particular week or weeks of leave. After said 30-day period, vacations shall be scheduled on a first-come, first-served basis, and seniority shall not be used to determine who is entitled to a particular week for vacation leave, except for requests for the same time periods submitted on the same day. Employees shall be allowed to use compensatory time and holiday time to complete a vacation period.

The requirement to pay overtime to fill a vacancy of an employee utilizing vacation time requested after the annual 30-day period (but not less than 30-days prior to the requested time-off) shall not alone cause the denial of the time-off request.

Notwithstanding the above, supervisor time off shall not impact the approval or denial of employee vacation requested during the annual 30-day period. A master list of all approved vacation time for the year shall be posted on the FOP Bulletin Board.

Section 9.04 - Carry-over

Officers shall be permitted to carry over from one anniversary year of continuous service to the next up to one continuous-service years' worth of vacation leave (e.g., if the officer is accumulating vacation leave at the rate of 80 hours for each completed year of continuous service, that officer may carry over no more than 80 hours of vacation leave from one anniversary year to the next). The foregoing may be carried over without filing any written request to do so. For purposes of this Section, anniversary year is defined as beginning with the last hire date of an officer, less any adjustments, until the officer completes one full calendar year of continuous service, and any calendar year thereafter during which the officer is employed on a continuous, full-time basis.

At no time shall more than one continuous-service years' worth of vacation be carried over from one anniversary year to the next without permission of the Sheriff, except in those cases when scheduled vacation-leave time was refused or cancelled by the Employer, and the officer cannot be rescheduled at a time mutually agreeable to the Employer and the officer. In the aforesaid case when a leave has been so cancelled or refused, said cancelled or refused time shall be allowed to be carried over in addition to the maximum accumulated amount referenced in the paragraph immediately above.

Vacation time in excess of that amount permitted to be carried over automatically may be carried over upon written request filed with the Sheriff not later than December 1 of the respective year. Requests for additional carry-over shall be directed to the Sheriff, who shall respond within fourteen (14) calendar days in writing to the officer stating either:

- a. the officer is permitted to carry over additional vacation time; or
- b. the Employer will not permit such additional carry-over, in which case the Employer shall promptly pay the officer at his/her current rate of pay for such vacation time.

In the event an officer has failed to take vacation time for two years, the Sheriff may advise the officer that he/she must schedule vacation time off within the next ninety (90) calendar days, subject to approval by the Employer. If the officer fails to make a reasonable effort to so schedule vacation time during such 90-day period, the Sheriff shall have the right to assign vacation time off in full-shift increments, unless otherwise mutually agreed by the Employer and the officer.

No officer shall suffer any loss of vacation or compensatory time under this Section or Section 6.05 (Use of Compensatory Time) without being compensated therefore.

In the event of a dispute regarding earned or accrued vacation leave, the Employer shall upon request of a union representative produce within a reasonable time information relating to the officer's earned and/or accrued vacation leave.

ARTICLE 10 - SICK LEAVE

Section 10.01 - Amount

All regular, full-time officers shall accumulate eight (8) hours of sick leave for each month's service. Effective January 1, 2007 all regular, full-time officers shall accumulate five and one-third (5-1/3) hours of sick leave for each month's service. Sick leave may be used for illness, non-duty-related disability or injury of the officer.

Section 10.02 - Carry-over

Officers shall be able to carry over from one year to another a maximum of two hundred eighty-eight (288) accumulated sick-leave hours.

Section 10.03 - Posting

In the event of a dispute regarding earned or accrued sick leave, the Employer shall upon request of a union representative produce within a reasonable time information relating to the officer's earned and/or accrued sick leave.

Section 10.04 - Notification

Officers shall notify their immediate supervisor, or designate, at least two (2) hours prior to the officer's work shift, if the officer is taking sick time if practicable. The officer shall also state if the injury is duty-related, the location of confinement and the telephone number where he/she can be reached.

Section 10.05 - Ill at Work

Officers becoming ill at work shall immediately notify their duty supervisor. The Shift Supervisor may require the officer to be transported to a hospital for examination by a physician or surgeon, for which the Employer shall pay the costs for said exam. However, any further treatment necessary pursuant to said examination shall be subject to the officer's hospitalization insurance.

In all cases of hospital referral by the Employer, no officer shall be released from duty until he/she is so examined, unless his/her tour of duty has ended. Officers will not be subject to disciplinary action for leaving the hospital at the end of their tour of duty.

If an officer who is scheduled to work a 12-hour or 8-hour shift becomes ill while at work after working two or more hours and is sent home or relieved of duty, the officer shall be credited with four (4) hours of service. If an officer becomes ill while at work after working five (5) or more hours and is sent home or relieved of duty, the officer shall be credited with eight (8) hours of service. If an officer who is scheduled to work a 12-hour shift becomes ill while at work after working eight (8) or more hours and is sent home or relieved of duty, the officer shall be credited with twelve (12) hours of service.

Section 10.06 - Verification of Sick Leave by a Physician

Written physician's statements may be required from all officers for use of sick leave if requested by the Sheriff or, in his absence, a division administrator or other designee of the Sheriff.

Section 10.07 - Light Duty

Officers that are off duty due to a non-duty related illness are eligible for light duty. An officer with permission of the Sheriff, and with a physician's statement, may return to work on a "light-duty" status for a period not to exceed fifteen (15) scheduled shifts.

Section 10.08 - Extended Illness/Recovery with No Accumulated Sick Time

If an officer exhausts all accumulated sick-leave time and requests sick leave due to an extended illness or recovery from a non-duty related injury, permission may be granted by the Sheriff for the officer to use other accumulated time for sick leave. Permission to use other accumulated time (i.e. vacation, holiday or compensatory time) must be requested by the employee at least forty-eight (48) hours in advance and is subject to the approval of the Sheriff or Under-Sheriff. Approval shall not be unreasonably denied.

For the purposes of this Agreement, extended illness or recovery shall be defined as one that requires one calendar month or longer for recovery. Should an officer request sick-leave time in excess of that accumulated by him/her, the Employer may require the officer to be examined by a physician designated by the Employer.

If a 48-hour-advance request is not made, or if the officer has no accumulated compensatory time, holiday time or vacation leave, time off taken by the employee due to illness or recovery from injury shall not be compensated for by the Employer. In addition, no vacation,

sick leave, holiday or other benefits shall be credited to the officer during such extended illness or recovery.

Section 10.09 - On-Duty Injury

Officers injured while on duty are covered by applicable provisions of Illinois law. Officers injured while on duty shall file a Loss-Control Report with the Loss-Control Officer of the Department.

Section 10.10 - Ill or Injured Officers Remaining at Their Residence

Any officer who is being carried on the time books of the St. Clair County Sheriff's Department while ill or injured shall remain at his/her residence officially listed with the Executive Deputy's personnel files unless he/she has notified the Desk Officer to be elsewhere. Any other reasons not listed below will have to be approved by the Shift Supervisor on duty.

1. Such officer shall notify the Desk Officer when the officer is leaving for the specific purposes listed in items "a" through "h" below.
 - a. To keep scheduled appointments with physicians, dentists, physical therapists, and/or hospitals, clinics, if related to the officer's present sickness or injury.
 - b. To attend church services.
 - c. To purchase food, household necessities and medication for the officer's present injury or illness or for the health care of the immediate family. One four-hour period to complete such shopping shall be granted each week. Additional requests shall be granted only for emergency purposes.
 - d. To register to vote, or to vote in elections for municipal, county, state, or Federal office.
 - e. To engage in physical exercise such as walking or swimming, recommended in writing by an attending physician.
 - f. To answer court subpoenas in cases arising out of employment with the Sheriff's Department.
 - g. To report to the Department or other police facility.
 - h. Any other reason not listed above will have to be approved by the Shift Supervisor on duty.

Provisions of this Section will not apply to reported on-the-job injury/illness, which are covered under the Public Employee Disability Act (5 ILCS 345/1 et al.).

2. An officer not in compliance with this Section without permission, will receive no pay for the day of absence. Officers may also be subject to disciplinary action in regards to violations of this Section.
3. Supervisory personnel may make visits to the sick or injured officer's home for the purposes of determining compliance with this Section. Bargaining unit personnel will not be assigned to perform these checks. The supervisor will report all observations in writing to the division administrator. The Employer shall not telephone or visit an employee's home to verify an employee's illness at a time of day that would expectedly disrupt or disturb the employee or his/her family.

Section 10.11 - Sick Leave Incentive Pay

Sick leave incentive pay is available to officers based on their unused sick time at the end of each year, after an officer has reached the maximum carry-over amount of thirty-six (36) days. Sick leave incentive pay will be granted in respect to the number of sick days an officer shall lose on January 1 each year, and will be paid as follows:

In January of each year, a calculation shall be made of each officer's unused sick leave at the end of his/her last work shift of the previous calendar year.

Each officer shall be paid for one-half (1/2) of his/her unused sick days in excess of the maximum carry-over amount of thirty-six (36) days.

Sick leave incentive shall be paid to the appropriate officers with the first payroll check issued in February of the following year. The amount of payment for unused sick leave is to be calculated at the officer's rate of pay in effect on the last payday in the calendar year during which the sick days were earned.

Section 10.12 - Sick Leave Taken in Excess of That Accumulated

If any officer knowingly takes sick leave in excess of that accumulated by him/her and is inadvertently compensated by the Employer for said leave, then the Employer shall have the right to deduct an amount equal to the amount of compensation awarded erroneously from any future compensation due the employee. If any officer knowingly takes sick leave in excess of that accumulated by him/her, the officer may be subject to discipline.

The criteria used for determining whether an officer has "knowingly" taken sick leave in excess of that accumulated by him/her shall depend only upon whether or not the Employer has provided the employee with accurate and current accrued sick leave information using the time clock and/or paycheck methods. When the Employer has met its obligation to provide such information, then the criteria for establishing that an officer knowingly has taken such leave in excess of that accumulated by him/her has been met.

Section 10.13 - Sick Leave Incentive Pay

Effective January 1, 1999, each officer shall be paid for all his/her unused sick days in excess of the maximum carryover amount of thirty-six (36) days at 50% of the officer's pay rate. In lieu of cash buyout, officers may elect to have these days placed in a bank to be used towards

retirement per IMRF regulations. Effective January 1, 2007 each officer shall be paid for one-half of his/her unused sick days in excess of the maximum carryover amount of thirty-six (36) days at the officer's pay rate. The remaining one-half of the unused sick days in excess of the maximum carryover amount of thirty-six (36) days shall be placed in a bank to be used towards retirement per IMRF regulations. The total number of hours in the bank may not exceed those allowable for IMRF retirement purposes. Employees who have bank hours credited as of 1993 shall have these hours added to this bank. Bank hours shall be posted annually following each buyout.

At time of retirement, an officer may elect to be paid for all his/her unused active sick days (not in the bank) at 50% of the officer's pay rate or have the days used towards retirement per IMRF regulations.

ARTICLE 11 - LEAVE OF ABSENCE

Section 11.01 - Unpaid Leave

The Sheriff may grant a leave of absence without pay to officers for periods not to exceed six (6) months, and such leaves may be extended for good cause for an additional six (6) month period with the approval of the County Board. A written request must be submitted to include a statement of the officer's intended use of the leave and the date he/she shall return from leave.

Section 11.02 - Benefit Accrual While on Unpaid Leave

No vacation, sick leave, holiday or other benefits shall accrue during a leave of absence. Further, no seniority shall accrue during a leave of absence of one month or longer. Compensation of benefits for accrued vacation or sick leave will not be granted during a leave of absence. The Sheriff may require substantiation of any leave of absence or any request for a leave of absence.

Section 11.03 - Funeral Leaves

In the event of the death of a member of the employee's immediate family (mother, father, mother-in-law, father-in-law, spouse, child, brother, sister, or grandparent), a leave of absence will be granted to the employee with pay from the day of death through the day of the funeral, but at no time will this be more than three (3) working days.

Should the death of a family member occur during a vacation period, time off will be allowed either at the end of the vacation or taken at a later date. If the death occurs at the beginning of vacation, the employee shall be allowed to cancel vacation and reschedule at a later date.

Section 11.04 - Personal Day

Each full-time employee of the Sheriff's Department shall receive one (1) personal day per year. Personal days cannot be carried over from one year to the next.

ARTICLE 12 - WAGE RATES

Section 12.01 - Base Wages

Base wages for employees covered under this Agreement shall be in accordance with the following wage schedule.

After initial hire, employees shall be paid at the "Probation" rate. Once their 12-month probation ends, employees shall advance to their "After 1 Year" pay on either January 1, May 1, or September 1 – whichever date is the first to follow the end of their 12-month probation. Thereafter, employees shall receive all subsequent step increases on that same date. For example, an employee hired on March 1, 2021 shall receive his Probation pay until May 1, 2022, at which point he shall receive his "After 1 Year" pay, and then on May 1, 2023 he shall receive his "After 2 Year" pay, etc.

Correctional Officers

Years of Service	Current Wages	Effective 1/1/2021 3.0%	Effective 1/1/2022 3.5%	Effective 1/1/2023 3.0%
Probation	\$45,425.87	\$46,788.65	\$48,426.25	\$49,879.04
After 1 Year	\$57,068.83	\$58,780.89	\$60,838.23	\$62,663.37
After 2 Years	\$57,637.39	\$59,366.51	\$61,444.34	\$63,287.67
After 3 Years	\$58,214.75	\$59,961.19	\$62,059.83	\$63,921.63
After 4 Years	\$58,795.90	\$60,559.78	\$62,679.37	\$64,559.75
After 5 Years	\$60,088.99	\$61,891.66	\$64,057.87	\$65,979.60
After 6 Years	\$60,539.33	\$62,355.51	\$64,537.95	\$66,474.09
After 7 Years	\$60,852.53	\$62,678.11	\$64,871.84	\$66,817.99
After 8 Years	\$61,161.97	\$62,996.83	\$65,201.72	\$67,157.77
After 9 Years	\$61,480.21	\$63,324.62	\$65,540.98	\$67,507.21
After 10 Years	\$64,528.06	\$66,463.90	\$68,790.14	\$70,853.84
After 11 Years	\$64,850.08	\$66,795.58	\$69,133.43	\$71,207.43
After 12 Years	\$65,172.10	\$67,127.26	\$69,476.72	\$71,561.02
After 13 Years	\$65,496.63	\$67,461.53	\$69,822.68	\$71,917.36
After 14 Years	\$65,817.39	\$67,791.91	\$70,164.63	\$72,269.57
After 15 Years	\$66,779.66	\$68,783.05	\$71,190.46	\$73,326.17
After 16 Years	\$67,105.46	\$69,118.62	\$71,537.78	\$73,683.91
After 17 Years	\$67,432.52	\$69,455.50	\$71,886.44	\$74,043.03
After 18 Years	\$67,759.56	\$69,792.35	\$72,235.08	\$74,402.13
After 19 Years	\$68,085.35	\$70,127.91	\$72,582.39	\$74,759.86
After 20 Years	\$68,461.46	\$70,515.30	\$72,983.34	\$75,172.84
After 23 Years	\$70,515.57	\$72,631.04	\$75,173.12	\$77,428.32

Wages shall be retroactive, on all hours paid, to January 1, 2021 for all bargaining unit employees employed on or after this date.

Section 12.02 - Education Incentive

Officers covered by this Agreement shall receive incentive pay for advanced degrees, which have been awarded to an officer, and reported by the officer to the executive deputy, by January 1st of each year, according to the following schedule:

Bachelor's Degree: \$300/yr
Master's Degree: \$450/yr

Advanced degrees will be in a law-enforcement-related field and must be approved by the Sheriff in order for education-incentive pay to be awarded.

Education-incentive pay will be paid on a prorated basis, with the total amount of education-incentive pay earned divided by the number of pay periods in a calendar year and the quotient added to each paycheck for that year.

Education-incentive pay shall be considered bonus pay and will not be calculated into base pay.

Section 12.03 - Divisional Transfer

Officers transferred from the Metro Division to Corrections Division, will, for the first six months of their divisional probation period, remain on their former division Pay Scale at their current step. After completion of six months of service in the new division, the officer will have his/her salary increased to an amount equal to half of the difference between their former division pay and the step on the new division Pay Scale coinciding with their total years of service with the Sheriff's Department. Upon successful completion of the divisional probation, the officers shall be moved to the new division Pay Scale to the step coinciding with their total years of service with the Sheriff's Department.

Officers transferred from the Patrol Division to Corrections Division will be paid on the Corrections Division Pay Scale.

Officers transferring from the Patrol Division or Metro Division to the Corrections Division shall turn in their commission, shall be unsworn, and shall participate in the IMRF pension and not the SLEP pension.

ARTICLE 13 - CLOTHING/MAINTENANCE ALLOWANCES

Section 13.01 - Allowances

a) All uniformed officers covered by this Agreement shall receive a yearly clothing-maintenance allowance of seven hundred eighty-six dollars (\$786.00). Such allowance is to be used for the purchase and upkeep of uniforms and accessories required for duty as prescribed by the Sheriff or his designee. Such allowance shall be in addition to any standard issue of equipment and uniforms.

b) Each officer shall be responsible for maintaining his/her uniforms and accessories in a proper manner so as to maintain a complete uniform at all times and to report to work with uniforms and clothing being clean/laundered and neat in appearance.

c) Clothing or clothing-maintenance allowance will be paid annually in addition to an officer's base salary.

d) Clothing or clothing-maintenance allowance will be paid on a prorated basis, with the total amount of the allowance divided by the number of pay periods in a calendar year and the quotient added to each officer's paycheck for that year.

e) The Employer shall be responsible for the cost of the initial issue of any mandatory uniform and equipment changes, in addition to any standard issue of uniforms and equipment as currently provided by this Article.

Section 13.02 - Equipment Replacement

The Employer agrees to repair or replace as necessary an officer's eye glasses, contact lenses, prescription sun glasses, watches (up to a value of \$150.00), and other items of personal equipment, if such are damaged or broken, if during the course of an officer's duties the officer is required to exert physical force or is attacked by another person. Incident is to be documented with immediate supervisor.

ARTICLE 14 - WORKING OUT OF CLASSIFICATION

Any correctional officer who is required to work as a floor supervisor will be paid the difference in salary, such salary adjustment to be made at the end of each month to reflect the time actually worked as floor supervisor. A request form will be completed by the officer each month and signed by the division administrator.

ARTICLE 15 - HEALTH, WELFARE AND RETIREMENT PLANS

Employer agrees to provide health, welfare and pension plans consistent with the county-wide fringe benefit package. Officer contributions toward the cost of the benefit package will be consistent with county-wide policies and practices.

Any changes in benefits that are consistent with county-wide policies and practices will not be subject to impact bargaining during the term of this Agreement. Any increases in the cost of employee contributions to health and welfare premiums shall be based upon factors pertaining to actual costs of providing health and welfare benefits.

Officers hired on or after December 1, 2015, shall be unsworn and shall participate in the IMRF pension plan and shall not participate in the SLEP pension plan.

ARTICLE 16 - GENERAL PROVISIONS

Section 16.01 - Lodge Visits

Upon prior permission of the Sheriff, authorized representatives of the national or state Lodge shall be permitted to visit the Department during working hours to talk with officers of the local Lodge and/or representatives of the Sheriff concerning matters covered by this Agreement.

Section 16.02 - Review of Records

Upon prior written approval of the Sheriff, the Lodge or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any officer covered by this Agreement whose pay is in dispute, or any other records of the officer pertaining to a specific grievance, at reasonable times with the officer's written consent.

Section 16.03 - Bulletin Boards

The Employer shall provide the Lodge with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Lodge.

Section 16.04 - Definitions

For the purpose of this Agreement, the following definitions shall apply:

OFFICER or EMPLOYEE shall mean a bargaining-unit employee covered by the terms of this Agreement.

REGULAR, as used to describe an officer or job position, shall be defined as non-probationary.

Section 16.05 - Testing

Drug and alcohol testing in the Department shall be conducted consistent with Appendix C.

Section 16.06 - Fitness for Duty

A joint committee shall be formed with an equal number of management and union employees to review and recommend a fitness testing program to the Sheriff.

Section 16.07 - Residency

Officers hired on or after December 1, 2015, shall comply with County-wide residency policies.

Section 16.08 - Evaluations

Employees shall receive a quarterly evaluation, created by their direct supervisor, which shall fairly and accurately represent the quality of their work. The aggregate of an employee's last four quarterly scores shall account for 100% of their performance evaluation score that is used for promotional purposes. All issues relating to the administration of such evaluations which may arise henceforth shall be addressed and resolved by mutual agreement through Labor/Management meetings. Disputes over evaluation scores may not be grieved; they may be appealed to the Sheriff, but not beyond the Sheriff. The Sheriff shall have the ability to adjust evaluation scores should he decide to do so.

Section 16.09 - Safety

The Employer shall strive to provide employees with a reasonable safe work environment, so far as is feasible under the circumstances.

ARTICLE 17 - OFFICERS' RIGHTS

Section 17.01 - Internal Investigation

If the investigation or interrogation of a law enforcement officer results in a recommendation of some action such as transfer, suspension, dismissal, loss of pay, reassignment or similar action of a punitive nature, prior to taking such action the Employer will follow the procedures set forth in the Uniform Peace Officers' Disciplinary Act in effect on the date of execution of this Agreement.

The Employer agrees to provide at least seventy-two (72) hours prior notice for any disciplinary interview or pre-disciplinary interview/meeting, unless an emergency situation exists. Officers may be represented by a Labor Council representative at any such meeting, in addition to representation provided under the Uniform Peace Officer's Disciplinary Act, when requested by an officer. A reasonable time period will be provided in order for such representation to arrive.

Section 17.02 - Personnel Files

An official personnel file for each officer shall be maintained by the Sheriff at a central location. Each officer shall provide the Employer with his/her current telephone number and mailing address.

Officers shall have the right to review the contents of their official personnel files no more than quarterly, unless involved in matter requiring greater access, subject to prior notification to the Sheriff. Officers may also copy any part of the information found in the personnel file, subject to reasonable charges for said copies. With an employee's written authorization, a Lodge representative may also review and copy information kept in an employee's personnel file, subject to prior notification to the Sheriff.

The Employer agrees such inspection may occur during regular business hours (upon permission granted by a superior officer) without loss of pay and upon reasonable notification. In the event that the personnel file contains material adverse to an employee, the employee shall have the right to place a written rebuttal to the adverse material and have said rebuttal become attached thereto as a permanent part of the file; provided said rebuttal is not prepared during working hours.

Section 17.03 - Indemnification

The Employer shall hold officers harmless from payment for damages or monies which may be adjudged, assessed or otherwise levied against an officer, provided the officer has acted within the scope of his/her employment and cooperates with the Employer during the course of the investigation, administration, litigation or defense of any claim arising under this Article in accordance with Illinois law in effect on the date of execution of this Agreement, and so long as required by such law.

Section 17.04 - Discipline Choice Merit Commission/Grievance Procedure

Post-probationary employees shall be disciplined and/or discharged only for just cause.

The Sheriff shall comply with the provisions of the Illinois Uniform Peace Officers' Disciplinary Act in conducting any formal investigation as defined in the Act.

The Sheriff agrees with the tenets of progressive and corrective discipline. Once the measure of discipline is determined and imposed, the Sheriff shall not increase it for the particular incident of misconduct unless new facts or circumstances become known.

Disciplinary action shall be limited to the following:

- a. Oral warning or reprimand;
- b. Written reprimand;
- c. Suspensions;
- d. Discharge.

Discipline shall be administered within a reasonable period of time after the completion of the investigation. Discipline shall not be imposed in such a manner as to embarrass the employee in front of his co-workers or the general public.

All discipline except for reprimands may be grieved. Grievances involving discipline or discharge shall be initiated at Step 3 of the grievance procedure, within ten (10) business days of the employee's or Union's knowledge of the disciplinary action.

The employee shall make an election between continuing through with the grievance procedure or continuing under the Merit Commission rules and regulations. However, the employee may only avail themselves of a Merit Commission hearing under the circumstances set forth in the St. Clair County Merit Commission Rules, Regulations and Procedures.

The election of forum must be made in writing not later than the final date for referring any such grievance to binding arbitration under Section 5.03. Grieving a discipline shall be considered an election of the grievance forum.

Such election is irrevocable. The right to have a hearing before the Merit Commission and the right to pursue disputes regarding disciplinary actions under the grievance procedure are mutually exclusive, and under no circumstances shall an employee have the right to a hearing in both forums.

ARTICLE 18 - SAVINGS PROVISION - PARTIAL INVALIDITY

Section 18.01 - Savings Provision

None of the foregoing shall be construed as requiring either party to do anything inconsistent with federal or state law, or local ordinance or the final order or judgment of any court having jurisdiction over the parties.

Section 18.02 - Partial Invalidity

If any provision of this Agreement should be rendered or declared invalid and unenforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the parties agree to meet within fourteen (14) calendar days to negotiate alternative language to substitute for the invalidated provision.

ARTICLE 19 - 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 and it constitutes the complete and entire Agreement between the parties.

ARTICLE 20 - LABOR-MANAGEMENT CONFERENCES

Section 20.01 - Advance Request

The Lodge and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Lodge representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings, agenda and locations shall be by mutual consent.

When an issue of employee or workplace safety is the topic of discussion, the parties agree to waive the seven (7) day notice period and address the subject at the earliest possible time. It is further understood that complaints of unsafe working conditions shall be filed with the reporting employee's supervisor, with copies forwarded to the division commander and the Sheriff, as soon as possible after the event giving rise to the complaint.

Section 20.02 - Exclusive of Grievances

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

ARTICLE 21 - DUES DEDUCTION

Section 21.01 - Dues Deduction

Upon receipt of a written and signed authorization form from an employee, a copy of which is attached hereto as Appendix B, the Employer shall deduct the amount of Lodge dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Lodge in accordance with the laws of the State of Illinois. The Lodge shall

advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

Section 21.02 - Dues

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Lodge and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Lodge by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Lodge. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer during the fifteen-day (15-day) period prior to the expiration of this Agreement.

Section 21.03 - Indemnity

The Lodge hereby indemnifies and agrees to save the Employer harmless against any and all claims, demands, judgments, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article, including any objection proceeding.

ARTICLE 22 - DURATION

Section 22.01 - Term of Agreement

This Agreement shall be effective from January 1, 2021 and shall remain in full force and effect until December 31, 2023. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days or later than sixty (60) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 22.02 - 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 or resolution of impasse procedures are continuing for a new Agreement, or part thereof, between the parties.

Section 22.03 - Notifications by Certified Mail

All notices provided for in this Agreement shall be served upon the other party by certified mail, return receipt requested.

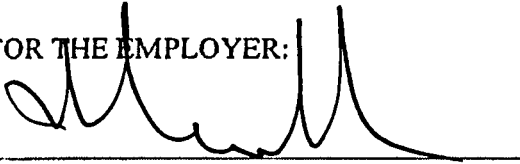
Section 22.04 - Impasse Resolution

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14). In the event that the Illinois Public Labor Relations Act requires that the parties participate in interest arbitration, the parties agree to use arbitrators supplied by FMCS rather than the Illinois Labor Relations Board.

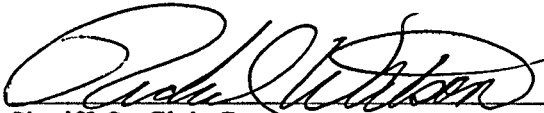
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 29th
day of April, 2022.

FOR THE EMPLOYER:



Chairman, St. Clair County Board

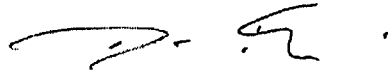


Sheriff, St. Clair County

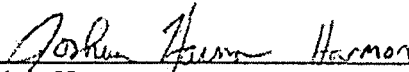


Attest (Seal)

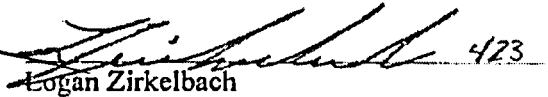
FOR THE LODGE:



Dan Bailey
Illinois FOP Labor Council



Joshua Harmon
St. Clair County FOP Lodge #148



Logan Zirkelbach
St. Clair County FOP Lodge #148



Eric Walter
St. Clair County FOP Lodge #148



APPENDIX A - GRIEVANCE FORM
(use additional sheets where necessary)

Date Filed: _____

Department: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s) and Sections(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge No. / Year / Grievance No.

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX B - DUES AUTHORIZATION FORM

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

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

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

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

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

APPENDIX C - DRUG TESTING

Section 1 – Drug Testing (Statement of Policy)

It is the policy of the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol while on duty and to observe the laws they are employed to enforce concerning the use of drugs and alcohol, both on and off duty. The purposes of this policy shall be achieved in such manner as not to violate any constitutional rights of the employees.

Section 2 – Prohibitions

Employees shall be prohibited from:

- (a) consuming or possessing alcohol on duty or being under the influence of alcohol while on duty, except in an authorized duty capacity, when absolutely required in the conduct of an investigation, with prior supervisory authorization.
- (b) possession, use, or being under the influence while on duty of any controlled substances or cannabis.
- (c) use of an illegal drug, or any designer drug not yet scheduled as a controlled substance, but which impairs an employee.
- (d) possession of, or selling, purchasing or delivering any illegal drug or controlled substance/cannabis except as part of an authorized criminal investigation.
- (e) failing to report to their immediate supervisor any known adverse side effects of over the counter medication(s) or prescription drugs which the employee is taking.

Section 3 – Drug and Alcohol Testing Permitted

- (a) Where the Employer has reasonable suspicion that an employee is under the influence of alcohol, a controlled substance or illegal drugs during the course of the work day, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. Supervisory personnel who are not members of the bargaining unit shall ascertain whether reasonable suspicion concerning the affected employee exist prior to any order to submit to the testing authorized herein.
- (b) The basis for reasonable suspicion shall be documented by the supervisory personnel and a copy provided to the employee in writing prior to the test being ordered.
- (c) Employees shall be mandated for testing in post-traffic accidents or critical incidents.
- (d) The foregoing shall not limit the right of the Employer to conduct such tests as it may deem appropriate for persons seeking employment as an employee prior to their date of hire, or for any probationary employee during the probationary period.
- (e) All tested permitted under the provisions of this Appendix shall be performed pursuant to Section 5.

Section 4 – Order to Submit to Testing

At the time an employee is ordered to submit to testing based upon reasonable suspicion, the Employer shall provide the employee with a written notice of the order, setting forth facts and the reasonable inferences drawn from those facts which have formed the basis of the Employer's suspicion. The employee shall be permitted to consult with a representative of the Labor Council

at the time the order is given, provided the unavailability of a Labor Council representative shall not serve as a basis for the delay of a test when ordered. Refusal to submit to such testing shall subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 5 – Tests to be Conducted

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

- (a) use a breathalyzer as authorized and certified by the Illinois Department of Public Health by a certified breathalyzer operator;
- (b) 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 Substance Abuse and Mental Health Services Administration (SAMHSA);
- (c) establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee;
- (e) collect samples in such a manner as to preserve the employees' right to privacy and to insure a high degree of security for the sample and its freedom from adulteration;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing a second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the employee tested with an opportunity to have the additional sample tested by a qualified clinical laboratory or hospital facility of the employee's own choosing, and at the employee's own expense, within forty-eight (48) hours of the test results;
- (h) provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- (i) ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and the officer shall be compensated for any period he was relieved from duty, provided that the foregoing shall not restrict the right to discipline an employee for violations of Section 2; both the initial and confirmatory test results are positive for the same sample;
- (j) For purposes of this policy and agreement, a test for the presence of drugs shall be deemed positive where the concentration of a drug or controlled substance found in the sample is at or above the levels established by federal or state regulation on drug testing, or with respect to illegal, designer drugs, is found to be present.
- (k) For the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood, shall be deemed positive and demonstrate

the employee to be under the influence of alcohol (note: the foregoing standard shall not preclude the Employer from attempting to show that test results between .01 and .04 demonstrate that the employee was under the influence but the Employer shall bear the burden of proof in such cases);

- (l) provide that all drug testing be performed by licensed professionals that are not St. Clair County employees;
- (m) The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (i.e. billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in a manner adverse to the employee's interests.

Section 6 – Right to Contest

The Labor Council and/or the employee, with or without the Labor Council, shall have the right to file a grievance contesting any testing permitted by this Agreement. Such grievances shall be commenced at Step 3 of the grievance procedure. It is agreed the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that the employees may have with regard to such testing.

Section 7 – Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an employee who, prior to detection, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than that the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available through the Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 8 – Random Drug Testing

The Sheriff may institute random drug testing. At any time random drug testing is initiated, those officers or sworn supervisory personnel to be tested shall be chosen using random sampling methods procedures mutually agreed to by the parties and shall not exceed thirteen (13) officers per month. Selection shall be made from a pool containing all sworn officers (Road and Corrections) except as otherwise provided in this Appendix.

The Union has the right to have one (1) representative present at the random drawing. Upon completion of the testing, the names of the persons tested shall be returned to the pool from which the next random sampling is chosen.

Probationary officers may be tested at any time during their probationary period, including testing prior to appointment as a full time officer. Nothing in this Appendix shall limit the right of the Sheriff to conduct such tests of persons seeking employment as an employee prior to their date of hire.

Section 9 – Discipline

- (a) An employee who, prior to detection, voluntarily seeks assistance shall not be subject to discipline or other adverse employment action by the Employer because the employee voluntarily sought treatment. The foregoing is conditioned upon:
 - (1) the employee agreeing to appropriate treatment as determined by the Substance Abuse Professional(s) involved;
 - (2) the employee discontinues his use of illegal drugs or abuse of alcohol;
 - (3) the employee completes the course of treatment prescribed, including an “after-care” group for a period determined by the Substance Abuse Professional(s) prescribing such after-care;
 - (4) the employee agrees to submit to random testing during the period of “after-care”.

Employees who do not agree to or who do not act in accordance with the foregoing, or who test positive for the presence of illegal drugs or alcohol shall be subject to discipline, up to and including discharge.

- (b) Refusal to submit to drug and/or alcohol testing or proven adulteration by an officer of a sample submitted to testing shall be grounds for discipline up to and including termination.
- (c) Any officer who tests positive for the presence of illegal drugs or alcohol on both the preliminary and confirmatory tests shall be subjected to discipline up to and including termination from the department.
- (d) Any officer who is found to be under the influence of illegal drugs or alcohol during working hours shall be subjected to discipline up to and including termination from the department. In conducting testing authorized by this Section, the County shall follow the guidelines as established in Section 5 of this Appendix.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee’s current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuation on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave if available, or take an unpaid leave of absence, where no paid leave time is available, pending treatment. The foregoing shall not limit the Employer’s right to discipline employees for misconduct, provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Employees who are taking any over the counter or prescribed medication which has adverse side effect(s) that may interfere with the employee’s ability to perform his normal duties may be temporarily reassigned to another more suitable law enforcement duty, when available.

Section 10 – Call Out Procedure

The Employer and the Union recognizes that employees may be placed in a conflict where an employee not on standby, and therefore, not prohibited from consuming alcohol or controlled substances pursuant to a prescription while off duty, is subject to an emergency call out during unscheduled, off-duty hours. Where an employee is notified of any emergency call out during unscheduled, off-duty time when not assigned to stand-by, the following procedures shall apply:

- (a) The employee called out shall inform the department representative notifying him if he has consumed alcohol or any lawful drugs or medications during the day preceding the call out, and the extent of impairment to performing duty.
- (b) The department representative in charge of the call out shall determine the employee's condition and fitness for duty, and either assign him to duty, or if the employee is determined to be unfit to work, shall advise the employee, by telephone, that he will not be authorized to work.
- (c) Any employee who reports for call out without complying with (a) above, shall not be allowed to work if he appears to be impaired or under the influence, and may be subject to testing hereunder where reasonable suspicions exist.

APPENDIX D - SENIORITY LIST

Last Name	FirstName	Departmental Hire Date	Divisional Hire Date
<i>JAIL</i>			
HARRIS	MARK J.	8/26/2001	08/26/2001
WRIGHT	SCOTT M.	7/2/2001	03/01/2007
ANDERSON	JAMES	7/8/2019	07/08/2019
BECKER	AUSTIN	11/25/2019	11/25/2019
BRIGGS	ORLANDUS	10/12/2020	10/12/2020
BROWN	ANTHONY	9/9/2012	09/09/2012
BUCKELS	ALYCIA	8/22/2016	08/22/2016
BURNS	ASHLEY	8/28/2011	08/28/2011
CASEY	LARRY	10/9/2011	10/09/2011
EVERETT	AUSTIN	10/14/2019	10/14/2019
FULTON	PATRICK W.	3/18/2007	11/21/2010
GARNER	GRANT	4/29/2019	04/29/2019
GERMAINE	CHARLES E.	1/3/2005	08/15/2010
GUMBER	ERIC	11/13/2017	08/30/2020
HABTEMARIA	YONAS	5/10/2021	05/10/2021
HARMON	JOSHUA	9/17/2017	09/17/2017
HUMPHREY	DON A.	2/11/1990	02/11/1990
IKE	RHYIANNON	3/3/2019	03/03/2019
JONES	KAYLAN	7/18/2021	07/18/2021
KIZEART	STECIA	7/7/2019	07/07/2019
KNYFF	JON	9/24/2012	09/24/2012
LANZANTE	CHRISTOPHER	6/20/2011	06/20/2011
LANZANTE	MICHAEL	8/28/2011	08/28/2011
LIEBIG	NICOLE	8/29/2011	08/29/2011
MAY	EVINN	10/11/2020	10/11/2020
MILLER	JOHN P.	11/30/2003	11/30/2003
NICHOLS	BRADLEY	6/12/2017	03/16/2020
OWENS	SALMARTIS	10/10/2011	02/03/2019
REED	ANTOINETTE	10/7/2001	10/07/2001
REED	KAYLA	7/5/2011	06/14/2015
REED	RICHARD	8/15/2010	08/15/2010
RILEY	LEVESTER	4/30/2007	04/30/2007
RIPPERDA	MICHAEL B.	1/13/1997	01/13/1997
RIVERA	LESLIE A.	6/22/2009	10/24/2011
SABO	BRIAN J.	4/13/2008	03/12/2012
SEVERINO	MICHAEL	11/22/2020	11/22/2020
SIMS	MICHAEL L.	11/4/2001	11/04/2001
THARPE II	VERNON	9/30/2018	09/30/2018
TRIPLETT	CHERYL DIANE	9/25/1988	09/25/1988
WALTER	ERIC L.	1/7/2008	01/07/2008
ZIRKELBACH	LOGAN	9/18/2017	09/18/2017
JOHNSON	TALMADGE	07/08/2019	07/08/2019

JOHNSON
IVEY

MARLAND
NICHOLAS

11/24/2019
12/20/2020

11/24/2019
12/20/2020

RESOLUTION #2706-22-RT

WHEREAS, pursuant to duly published notices, bids for Section 19-00228-03-DR, which provides for the replacement of the existing crossroad culvert under Floraville Road, County Highway 9, were received by the Transportation Committee of the St. Clair County Board in the Office of the County Engineer, until 2:30 P.M., Monday, April 18, 2022, and publicly opened and read at the above location at that time, said construction being done under the provisions of the Illinois Highway Code; and

WHEREAS, the bids received were as follows:

<u>Bidder</u>	<u>Amount Bid</u>
Keeley & Sons, Inc. 6303 Collinsville Rd East St Louis, IL 62201	\$ 79,517.32
DMS Contracting, Inc. 10243 Fuesser Road Mascoutah, IL 62258	\$ 92,746.23
Hank's Excavating & Landscaping, Inc. 5825 W. State Route 161 Belleville, IL 62223	\$ 99,332.90
Stutz Excavating, Inc 3837 Fosterburg Road Alton IL 62002	\$109,582.00
Hemmer Construction, Inc. 1990 Seward Avenue Naples, FL 34109	\$142,671.00

And;

WHEREAS, the low bid of **\$79,517.32** submitted by **Keeley & Sons, Inc.**, 6303 Collinsville Rd, East St Louis, IL., is 9.4% higher than the engineer's estimate of cost of \$72,692.70, as prepared by the St. Clair County Dept. of Roads & Bridges.

NOW, THEREFORE, BE IT RESOLVED, by the St. Clair County Board that the contract for the construction of Section 19-00228-03-DR, Floraville Road, be and the same is, hereby awarded to Keeley & Sons, Inc., 6303 Collinsville Rd, East St Louis, IL., subject to concurrence of the State of Illinois.

BE IT FURTHER RESOLVED, that the Chairman of this Board be, and he is, hereby authorized and directed to enter into this contract, on behalf of the County, with Keeley & Sons, Inc., for the construction of the above designated project in accordance with the proposal, plans and specifications prepared therefor; and

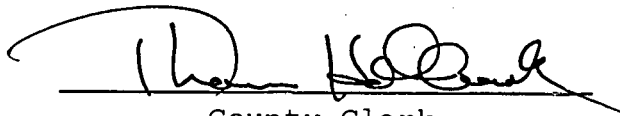
BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Illinois Department of Transportation, Division of Highways, through its Region Five Engineer's Office at Collinsville, IL.

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 25th day of April 2022.



County Board Chairman

Attest



County Clerk

REVIEWED BY:

State's Attorney's Office

Director of Administration

TRANSPORTATION COMMITTEE

JUDICIARY COMMITTEE

FINANCE COMMITTEE

RESOLUTION#2707-22-RT

WHEREAS, pursuant to duly published notices, bids were received in the office of the County Engineer, 1415 North Belt West, Belleville, IL. 62226, until 2:30 P.M., April 18, 2022, at which time they were publicly opened and read, for furnishing and applying an estimated quantity of (A) 1,662 Tons of Emulsions HFE-150 and (B) 600 Tons of HFRS-2 for the calendar year 2022 as included in Section 22-(1-19)000-00-GM (Bituminous); and,

WHEREAS, the bids received were as follows:

		<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Illiana Construction Co	(A)	1662 Ton	\$673.54/ton	\$1,119,423.48
1414 W Anthony Drive	(B)	600 Ton	\$673.54/ton	\$ 404,124.00
Urbana, IL 61802			TOTAL BID PRICE:	\$1,523,547.48
DMS Contracting, Inc	(A)	1662 Ton	\$684.65/ton	\$1,137,888.30
10243 Fuesser Rd	(B)	, 600 Ton	\$682.45/ton	\$ 409,470.00
Mascoutah, IL 62258			TOTAL BID PRICE:	\$1,547,358.30
Piasa Road Oil, LLC	(A)	1662 Ton	\$690.00/ton	\$1,146,780.00
P.O.Box 484	(B)	600 Ton	\$690.00/ton	\$ 414,000.00
Alton, IL 62002			TOTAL BID PRICE:	\$1,560,780.00
Don Anderson Co., Inc.	(A)	1662 Ton	\$726.21/ton	\$1,206,961.02
101 S. Hickory St.	(B)	600 Ton	\$726.21/ton	\$ 435,726.00
P.O. Box 227			TOTAL BID PRICE:	\$1,642,687.02
Hoffman, IL 62250				

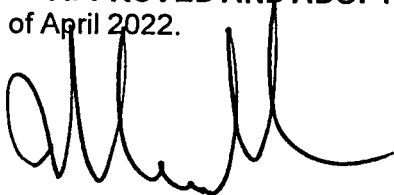
and,

WHEREAS, the low bid was submitted by **Illiana Construction Co**, 1414 W Anthony Drive, Urbana, IL 61802, at the prices shown above for a total bid of **\$1,523,547.48**.

NOW THEREFORE, BE IT RESOLVED, pending approval of the Illinois Department of Transportation and the St. Clair County Road Commissioners, that the low bid of Illiana Construction Co, in the amount of \$1,523,547.48 for furnishing an estimated quantity of 1662 Tons of Emulsions HFE-150 and 600 Tons of HFRS-2, be accepted and the contract for the same be and it is, hereby awarded to Illiana Construction Co, for the calendar year 2022, in accordance with the provisions set forth in the proposal.

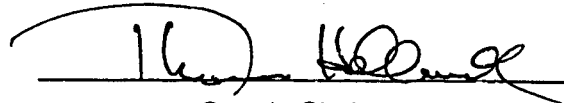
BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Illinois Department of Transportation, Division of Highways, through its District Engineer's office at Collinsville, IL.

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 25th day of April 2022.



County Board Chairman

Attest



County Clerk

REVIEWED BY:

State's Attorney's Office

Director of Administration

Richard Vernon
Kurt W.

Chris Mee
Michael O'Donnell

Marty Crayford

Bob Butler
Jay Masley

TRANSPORTATION COMMITTEE

Jay Masley

John Kenna
Kerry

KE O'Donnell

Chris McGosh

Michael O'Donnell

JUDICIARY COMMITTEE

Marty Crayford

Richard Vernon

Chris Mee

John Kenna
Jay Masley

John O.

FINANCE COMMITTEE

RESOLUTION #2708-22-RT

WHEREAS, The St. Clair County Department of Roads and Bridges office building located at 1415 North Belt West, Belleville, IL, was constructed in 1966; and,

WHEREAS, the HVAC system that was installed at that time has begun to quickly deteriorate resulting in repairs requiring parts that are no longer manufactured; and,

WHEREAS, the firm of Brite Space Studio, PC, has prepared the plans and specifications to replace said system with an updated HVAC system consisting of two roof mounted air conditioning units and two natural gas pulse combustion hot water boilers with electronic controls.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Three Hundred Thousand Dollars (\$300,000.00) from the County's Highway Fund to install these components; and

BE IT FURTHER RESOLVED, that the improvement be designated as Section 20-00000-02-SM.

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 25th day of April 2022.



County Board Chairman

Attest



County Clerk

REVIEWED BY:

State's Attorney's Office

Director of Administration

TRANSPORTATION COMMITTEE

JUDICIARY COMMITTEE

FINANCE COMMITTEE

RESOLUTION #2709-22-RT

WHEREAS, Section 31-3-3 of the St. Clair County Revised Code of Ordinances indicates that all contractual services, other than professional services, in excess of \$10,000 be procured by formal written contract from the lowest responsible bidder; and

WHEREAS, St. Clair County Department of Roads and Bridges has established a process by which Land Acquisition Services should be procured in accordance with said Section; and

WHEREAS, pursuant to duly published notices, bids for Section 21-00000-02-LA, which provides Negotiation and Relocation Services, were received by the Transportation Committee of the St. Clair County Board in the Office of the County Engineer until 2:30 P.M., Monday, December 13, 2021, and publicly opened and read at the above location at that time; and

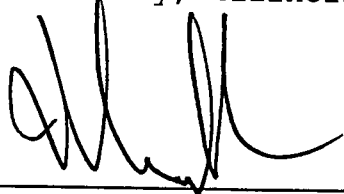
WHEREAS, said contract for Section 21-00000-02-LA terminates on January 01, 2025 or when the cumulative amount reaches \$100,000.00, whichever is sooner; and

WHEREAS, St. Clair County Department of Roads and Bridges has chosen to award two (2) contracts at this time.

NOW, THEREFORE, BE IT RESOLVED, by the St. Clair County Board, that one contract for Negotiation and Relocation Services, Sec. 21-00000-02-LA, be and the same is, hereby awarded to **Lochmueller Group**, 18B East Main Street Suite 100, Belleville, IL 62220 and one contract for Negotiation and Relocation Services, Sec. 21-00000-02-LA, be and the same is, hereby awarded to **Executive Real Estate Consulting Services, Inc.**, 6966 West Main Street, Belleville, IL 62223.

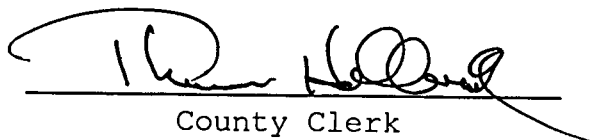
BE IT ALSO RESOLVED, that the Chairman of this Board, be and he is, hereby authorized and directed to enter into a contract on behalf of the County, with Lochmueller Group and Executive Real Estate Consulting Services, Inc. for Negotiation and Relocation Services in accordance with guidelines established to perform said services.

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 25th day of April 2022.



County Board Chairman

Attest


County Clerk

REVIEWED BY:

State's Attorney's Office

Director of Administration

TRANSPORTATION COMMITTEE

JUDICIARY COMMITTEE

FINANCE COMMITTEE



FORMAL CONTRACT PROPOSAL
NON-PROFESSIONAL LAND ACQUISITION SERVICES

NEGOTIATION AND RELOCATION SERVICES

This contract is made and entered into this _____ day of _____, _____ Between St. Clair County, acting through its County Board, and Lochmueller Group (CONSULTANT) and covers certain land acquisition services in connection with projects constructed on the County Highway System.

As used herein, the following terms, abbreviations, and phrases shall be interpreted to have the following meanings:

1. "Engineer" shall be interpreted to mean County Engineer
2. "SCC" shall be interpreted to mean St. Clair County Dept. of Roads and Bridges
3. "IDOT" shall be interpreted to mean Illinois Department of Transportation
4. "LAPPM" shall be interpreted to mean IDOT's Land Acquisition Policies and Procedures Manual
5. "SERVICES" shall be interpreted to mean services provided by the CONSULTANT or on their behalf in the performance of studies, surveys, assessments, evaluations, consultations, inspections, scheduling, sequencing, training, appraisals, review appraisals, negotiation documents, associated title work, relocation documents, and/or land surveys
6. "The Parties" shall be interpreted to mean St. Clair County Dept. of Roads and Bridges, and CONSULTANT.

Terms of Contract

1. This Contract shall be in effect from the time of execution until January 01, 2025, or whenever the cumulative amount of the contract reaches \$100,000.00, whichever is sooner. There will be no option to automatically renew this Contract.
2. SCC proposes to engage CONSULTANT to furnish certain land acquisition services as defined in a Work Order prepared by SCC for projects involving the St. Clair County Highway System.
3. Pursuant to 605 ILCS 5/5-101.2, SCC has the authority to retain CONSULTANT for SERVICES. CONSULTANT certifies it, including any officer or employee, is in compliance with Illinois law regarding registration or licensure with professional regulatory agencies or bodies. CONSULTANT certifies it is in compliance with Illinois law regarding registration of business entities with the Illinois Secretary of State, and any other necessary agency or body applicable to a business entity engaging itself in contracts in Illinois for SERVICES.
4. SCC and the CONSULTANT hereby certify they are in compliance with all applicable procurement laws and codes.
5. If any certification made by the CONSULTANT or term or condition in this Contract changes, the CONSULTANT must notify SCC in writing within seven (7) calendar days.
6. In compliance with 30 ILCS 550/6a-3-1, every agreement for goods or services shall provide that CONSULTANT shall maintain certain records and documents. The CONSULTANT acknowledges a duty to, and shall maintain for a minimum of 5 years after the completion of this Contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Contract; this contract and all books, records, and supporting documents related to the Contract shall be available for review and audit upon request. CONSULTANT agrees to cooperate fully with any audit conducted, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by Illinois law, and affirmed by CONSULTANT in this paragraph, shall establish a presumption in favor of SCC for the recovery of any funds paid by SCC under the Contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
7. Pursuant to the Prevailing Wage Act (820 ILCS 130, *et seq.*), not less than the prevailing rate of wages as found by the Illinois Department of Labor, or determined by the court, shall be paid to all laborers, workers, and mechanics performing work under this Contract. During Contract performance, if the prevailing rate of wages is revised, the revised rate shall apply. Prevailing rate of wages are available on the Illinois Department of Labor official website: <http://www.illinois.gov/idol/Laws-Rules/CONMED/>

Pages/Rates.aspx. All other applicable provisions of the prevailing Wage Act apply, including notice provisions, record retention, and submittal of certified payrolls.

8. The CONSULTANT agrees to perform, at the direction of SCC, the services described in the *St. Clair County Dept. of Roads and Bridges Procurement of Negotiations and Relocation Services Booklet* for Section 21-00000-02-LA.

9. The CONSULTANT shall commence work after receiving notification to proceed from SCC. The work shall be completed and delivered to SCC at the prescribed time shown on the work order. All work orders must be issued within 36 months of the execution date and the work order must be completed by the termination date.

10. The project schedule will be determined by individual work orders.

11. Compensation for the land acquisition services provided in this Contract for the pay items listed below and authorized by work orders, shall be at or below the amount as detailed below for each unit.

PAY ITEM	UNIT	RANGE OF COSTS
Project Manager	Hour	\$175.00 - \$190.00
Court Appearance	Hour	\$130.00 - \$180.00
Negotiation	Each	\$1,600.00 - \$2,000.00
Update or Revisions to Negotiation	Each	\$650.00 - \$800.00
Relocation Plan	Each	\$2,000.00 - \$10,000.00
Relocation Plan Addendum	Each	\$1,000.00 - \$4,000.00
Residential Relocation	Each	\$3,200.00 - \$3,700.00
Non-Residential Relocation	Each	\$3,200.00 - \$3,800.00
Update or Revision to Residential Relocation	Each	\$1,200.00 - \$1,500.00
Update or Revision to Non-Residential Relocation	Each	\$1,300.00 - \$1,600.00
Waiver Valuation	Each	Not Provided

12. SCC shall be the sole entity having the authority to accept performance of CONSULTANT and/or performance of any approved sub-consultant, and the sole entity approved to make payments on its behalf.

13. The CONSULTANT may subcontract a portion of the project to another consultant. However, any sub-consultant must be listed on either IDOT's Approved Negotiator Listing, if performing negotiation services, or IDOT's Relocation Agent Listing, if performing relocation services. Either/or shall be in accordance with the LAPPM.

14. The CONSULTANT, upon payment by SCC, shall pay all the monies due the sub-consultant(s) and/or vendor(s).

15. The range of cost for services, as included herein, shall cover all costs associated with each item of work as described in the *St. Clair County Dept. of Roads & Bridges Procurement of Negotiations and Relocation Services pamphlet* for Section 21-00000-02-LA.

16. Any costs associated with an issued work order must fall within the range of values attached hereto. The costs submitted for each item of work are subject to negotiation and approval by representatives of SCC.

17. That payments due the CONSULTANT for services rendered pursuant to this Contract and in accordance with the *St. Clair County Dept. of Roads & Bridges Procurement of Negotiations and Relocation Services pamphlet* will be made as soon as practicable after the services have been performed.

18. The CONSULTANT will endorse all final draft reports, appraisals, title documents, and relocation documents. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois, being in the full-time employ of the CONSULTANT and responsible for the portion of the SERVICES for which license registration is required. These sealed documents will serve as the record documents for the SERVICES covered by the terms of the Contract.

19. The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the SERVICES, for which Illinois Statutes require a license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the SERVICES, all subject to SCC's approval.
20. The CONSULTANT's key personnel specified by name in the contract shall be considered essential to the SERVICES being performed. If, for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advanced written notification of the substitution to the County Engineer. Such written notification shall include the proposed successor's name and resume of their qualifications. SCC shall have the right to approve or reject the proposed successor. The CONSULTANT shall report within 15 working days that a key person is no longer employed by the CONSULTANT and hence will no longer be available to perform SERVICES on the project. The CONSULTANT shall provide the successor's name and resume expeditiously, but within 60 days of the key person no longer being available. The CONSULTANT's failure to comply with this section may result in termination of the contract and/or loss of ability to do work with SCC.
21. The CONSULTANT'S quality assurance and quality control (QA/QC) shall consist of planned and systematic procedures to provide with adequate confidence that the land acquisition process is followed according to policy and law with a system for maintaining desired standards of the product.
22. The CONSULTANT covenants that CONSULTANT has no public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of its SERVICES under the Contract.
23. The CONSULTANT agrees that if, because of death or any other occurrence, it becomes impossible for any principal or principals of the CONSULTANT to render the SERVICES set forth in the Contract, neither the CONSULTANT nor the surviving principals shall be relieved of their obligations to complete performance thereunder. However, in such an occurrence, SCC at its own option may terminate the Contract if it is not furnished competent evidence that the SERVICES can still be acceptably finished as scheduled.
24. SERVICES to be performed by the CONSULTANT under the Contract shall begin within five (5) days after date of authority to proceed. SCC is not liable and will not pay the CONSULTANT for any SERVICES performed prior to the date of this authorization.
25. The CONSULTANT and SCC agree to meet the project schedule in the Contract. Timeliness in meeting the project schedule is a factor that will be considered in the CONSULTANT'S performance. An unfavorable performance is a penalty that will be reflected when future assignments are being considered.
26. CONSULTANTS are responsible for the faithful performance of the Contract and shall have internal monitoring procedures and processes as set forth in their proposed work plan to ensure compliance. SCC reserves the right to monitor and track CONSULTANT's performance over the course of the Contract. The information gathered may be used in administration of the Contract, and may be used when evaluating the CONSULTANT in future procurements.
27. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the CONSULTANT (such as acts of God or a public enemy, acts of SCC not resulting from the CONSULTANT's unacceptable SERVICES, fire, strikes, flood and the like) no claim for DAMAGES shall be made by either party. The anticipated date of completion of the SERVICES, including review time (if applicable), will be stated in the Contract or adjustment of the fee for the remaining SERVICES may be requested by either party if overall delay from only these unforeseeable causes prevents completion of the SERVICES within twelve (12) months after this specified completion date.
28. In accordance with SCC practices, the CONSULTANT will notify all property owners of intent to enter for land acquisition. If owners cannot be found, the occupant will be notified. SCC will supply requested documents identifying the CONSULTANT as SCC's agent. If the property owner or occupant denies the CONSULTANT permission to enter or if neither can be found, such incident will be reported to SCC. SCC will initiate necessary procedures after receipt of such report.
29. Neither this Contract nor any portion of the SERVICES under this Contract shall be sublet, sold, transferred, assigned or otherwise disposed of to other firms or successors in interest except with prior written consent of SCC. SCC's written consent shall in no way relieve the CONSULTANT from its primary responsibility for the performance and accuracy of the SERVICES.

43. Further, SCC at its sole discretion may terminate the Contract for any reason, which involves no fault of the CONSULTANT, by giving written notice to the CONSULTANT at least 15 calendar days prior to the effective date of the termination. In this event, the CONSULTANT shall be paid.

44. The CONSULTANT agrees that all survey data, reports, drawings, studies, specifications, estimates, maps and computations prepared by or for them under the terms of the Contract shall be properly arranged, indexed and delivered to SCC upon termination or completion of the SERVICES. These documents shall become and remain the property of SCC, which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than that provided in the Contract.

45. The CONSULTANT shall at all times observe and comply with all Federal and State laws, local laws, orders, ordinances and regulations which in any manner affect the conduct of SERVICES, or which may have an affect over the project. The CONSULTANT shall indemnify and hold harmless SCC, the Public Building Commission of SCC and all of their respective officers, agents, employees, and servants against any claim or liability arising from or based on the breach of such law, ordinance, regulation, order, whether by the CONSULTANT or anyone subject to the control of the CONSULTANT. The assurances hereinafter made by the CONSULTANT are each a material representation of fact upon which reliance is placed by SCC in entering into this Contract. SCC may terminate the Contract if it is later determined that the CONSULTANT rendered a false or erroneous assurance.

46. Section 33E-11 of the Criminal Code of 1961 provides: that every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime CONSULTANT that the prime CONSULTANT is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Code. The State and units of local government shall provide appropriate forms for such certification. A CONSULTANT who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation, and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) It has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation.

The CONSULTANT certifies that the CONSULTANT is not barred from contracting with SCC by reason of a violation of either Section 33E-3 or Section 33E-4.

47. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

48. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Contract whether between parties, or any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Illinois, in any court of competent jurisdiction in St. Clair County, IL.

49. This Contract, including those documents incorporated herein by reference, constitute the entire agreement between the Parties concerning the subject matter, and supersede all prior oral and written proposals, contracts, and understandings between the parties concerning the subject matter of this Contract. The Parties agree that signature, be it manual or digital, hold equal force in execution of

the agreement, and that execution by their representatives is not required to be on the same date. The Parties certify they have read and understand the certifications and assurances described herein, and endorsement as to the contract as a whole constitute an endorsement of each paragraph individually. Both SCC and CONSULTANT have been given adequate time and opportunity to consult with legal counsel as to the interpretation of the terms and commitments herein. The parties agree that interpretation of any ambiguous provision contained within the body of this document, or the documents referenced herein, will not be construed against one party over another.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by representatives of the parties as follows:

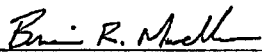
ST. CLAIR COUNTY



Chairman, St. Clair County Board

Date: _____

CONSULTANT



Date: 03-25-2022

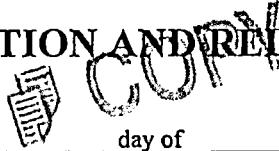
Title: Transportation Division Manager

Organization: Lochmueller Group
18B East Main Street
Suite 100
Belleville, IL 62220



FORMAL CONTRACT PROPOSAL
NON-PROFESSIONAL LAND ACQUISITION SERVICES

NEGOTIATION AND RELOCATION SERVICES



This contract is made and entered into this _____ day of _____, _____ Between St. Clair County, acting through its County Board, and Executive Real Estate Consulting Services, Inc. (ERCS) (CONSULTANT) and covers certain land acquisition services in connection with projects constructed on the County Highway System.

As used herein, the following terms, abbreviations, and phrases shall be interpreted to have the following meanings:

1. "Engineer" shall be interpreted to mean County Engineer
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4. "LAPPM" shall be interpreted to mean IDOT's Land Acquisition Policies and Procedures Manual
5. "SERVICES" shall be interpreted to mean services provided by the CONSULTANT or on their behalf in the performance of studies, surveys, assessments, evaluations, consultations, inspections, scheduling, sequencing, training, appraisals, review appraisals, negotiation documents, associated title work, relocation documents, and/or land surveys
6. "The Parties" shall be interpreted to mean St. Clair County Dept. of Roads and Bridges, and CONSULTANT.

Terms of Contract

1. This Contract shall be in effect from the time of execution until January 01, 2025, or whenever the cumulative amount of the contract reaches \$100,000.00, whichever is sooner. There will be no option to automatically renew this Contract.
2. SCC proposes to engage CONSULTANT to furnish certain land acquisition services as defined in a Work Order prepared by SCC for projects involving the St. Clair County Highway System.
3. Pursuant to 605 ILCS 5/5-101.2, SCC has the authority to retain CONSULTANT for SERVICES. CONSULTANT certifies it, including any officer or employee, is in compliance with Illinois law regarding registration or licensure with professional regulatory agencies or bodies. CONSULTANT certifies it is in compliance with Illinois law regarding registration of business entities with the Illinois Secretary of State, and any other necessary agency or body applicable to a business entity engaging itself in contracts in Illinois for SERVICES.
4. SCC and the CONSULTANT hereby certify they are in compliance with all applicable procurement laws and codes.
5. If any certification made by the CONSULTANT or term or condition in this Contract changes, the CONSULTANT must notify SCC in writing within seven (7) calendar days.
6. In compliance with 30 ILCS 550/6a-3-1, every agreement for goods or services shall provide that CONSULTANT shall maintain certain records and documents. The CONSULTANT acknowledges a duty to, and shall maintain for a minimum of 5 years after the completion of this Contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Contract; this contract and all books, records, and supporting documents related to the Contract shall be available for review and audit upon request. CONSULTANT agrees to cooperate fully with any audit conducted, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by Illinois law, and affirmed by CONSULTANT in this paragraph, shall establish a presumption in favor of SCC for the recovery of any funds paid by SCC under the Contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
7. Pursuant to the Prevailing Wage Act (820 ILCS 130, *et seq.*), not less than the prevailing rate of wages as found by the Illinois Department of Labor, or determined by the court, shall be paid to all laborers, workers, and mechanics performing work under this Contract. During Contract performance, if the prevailing rate of wages is revised, the revised rate shall apply. Prevailing rate of wages are available on the Illinois Department of Labor official website: <http://www.illinois.gov/idol/Laws-Rules/> CONMED/

Pages/Rates.aspx. All other applicable provisions of the prevailing Wage Act apply, including notice provisions, record retention, and submittal of certified payrolls.

8. The CONSULTANT agrees to perform, at the direction of SCC, the services described in the *St. Clair County Dept. of Roads and Bridges Procurement of Negotiations and Relocation Services Booklet* for Section 21-00000-02-LA.

9. The CONSULTANT shall commence work after receiving notification to proceed from SCC. The work shall be completed and delivered to SCC at the prescribed time shown on the work order. All work orders must be issued within 36 months of the execution date and the work order must be completed by the termination date.

10. The project schedule will be determined by individual work orders.

11. Compensation for the land acquisition services provided in this Contract for the pay items listed below and authorized by work orders, shall be at or below the amount as detailed below for each unit.

PAY ITEM	UNIT	RANGE OF COSTS
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Court Appearance	Hour	\$150.00 - \$180.00
Negotiation	Each	\$2,000.00 - \$5,000.00
Update or Revisions to Negotiation	Each	\$500.00 - \$3,000.00
Relocation Plan	Each	\$3,000.00 - \$15,000.00
Relocation Plan Addendum	Each	\$1,000.00 - \$5,000.00
Residential Relocation	Each	\$3,000.00 - \$6,000.00
Non-Residential Relocation	Each	\$1,000.00 - \$6,000.00
Update or Revision to Residential Relocation	Each	\$500.00 - \$3,000.00
Update or Revision to Non-Residential Relocation	Each	\$500.00 - \$3,000.00
Waiver Valuation	Each	\$800.00 - \$3,000.00

12. SCC shall be the sole entity having the authority to accept performance of CONSULTANT and/or performance of any approved sub-consultant, and the sole entity approved to make payments on its behalf.

13. The CONSULTANT may subcontract a portion of the project to another consultant. However, any sub-consultant must be listed on either IDOT's Approved Negotiator Listing, if performing negotiation services, or IDOT's Relocation Agent Listing, if performing relocation services. Either/or shall be in accordance with the LAPPM.

14. The CONSULTANT, upon payment by SCC, shall pay all the monies due the sub-consultant(s) and/or vendor(s).

15. The range of cost for services, as included herein, shall cover all costs associated with each item of work as described in the *St. Clair County Dept. of Roads & Bridges Procurement of Negotiations and Relocation Services pamphlet* for Section 21-00000-02-LA.

16. Any costs associated with an issued work order must fall within the range of values attached hereto. The costs submitted for each item of work are subject to negotiation and approval by representatives of SCC.

17. That payments due the CONSULTANT for services rendered pursuant to this Contract and in accordance with the *St. Clair County Dept. of Roads & Bridges Procurement of Negotiations and Relocation Services pamphlet* will be made as soon as practicable after the services have been performed.

18. The CONSULTANT will endorse all final draft reports, appraisals, title documents, and relocation documents. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois, being in the full-time employ of the CONSULTANT and responsible for the portion of the SERVICES for which license registration is required. These sealed documents will serve as the record documents for the SERVICES covered by the terms of the Contract.

19. The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the SERVICES, for which Illinois Statutes require a license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the SERVICES, all subject to SCC's approval.
20. The CONSULTANT's key personnel specified by name in the contract shall be considered essential to the SERVICES being performed. If, for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advanced written notification of the substitution to the County Engineer. Such written notification shall include the proposed successor's name and resume of their qualifications. SCC shall have the right to approve or reject the proposed successor. The CONSULTANT shall report within 15 working days that a key person is no longer employed by the CONSULTANT and hence will no longer be available to perform SERVICES on the project. The CONSULTANT shall provide the successor's name and resume expeditiously, but within 60 days of the key person no longer being available. The CONSULTANT's failure to comply with this section may result in termination of the contract and/or loss of ability to do work with SCC.
21. The CONSULTANT'S quality assurance and quality control (QA/QC) shall consist of planned and systematic procedures to provide with adequate confidence that the land acquisition process is followed according to policy and law with a system for maintaining desired standards of the product.
22. The CONSULTANT covenants that CONSULTANT has no public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of its SERVICES under the Contract.
23. The CONSULTANT agrees that if, because of death or any other occurrence, it becomes impossible for any principal or principals of the CONSULTANT to render the SERVICES set forth in the Contract, neither the CONSULTANT nor the surviving principals shall be relieved of their obligations to complete performance thereunder. However, in such an occurrence, SCC at its own option may terminate the Contract if it is not furnished competent evidence that the SERVICES can still be acceptably finished as scheduled.
24. SERVICES to be performed by the CONSULTANT under the Contract shall begin within five (5) days after date of authority to proceed. SCC is not liable and will not pay the CONSULTANT for any SERVICES performed prior to the date of this authorization.
25. The CONSULTANT and SCC agree to meet the project schedule in the Contract. Timeliness in meeting the project schedule is a factor that will be considered in the CONSULTANT'S performance. An unfavorable performance is a penalty that will be reflected when future assignments are being considered.
26. CONSULTANTS are responsible for the faithful performance of the Contract and shall have internal monitoring procedures and processes as set forth in their proposed work plan to ensure compliance. SCC reserves the right to monitor and track CONSULTANT's performance over the course of the Contract. The information gathered may be used in administration of the Contract, and may be used when evaluating the CONSULTANT in future procurements.
27. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the CONSULTANT (such as acts of God or a public enemy, acts of SCC not resulting from the CONSULTANT's unacceptable SERVICES, fire, strikes, flood and the like) no claim for DAMAGES shall be made by either party. The anticipated date of completion of the SERVICES, including review time (if applicable), will be stated in the Contract or adjustment of the fee for the remaining SERVICES may be requested by either party if overall delay from only these unforeseeable causes prevents completion of the SERVICES within twelve (12) months after this specified completion date.
28. In accordance with SCC practices, the CONSULTANT will notify all property owners of intent to enter for land acquisition. If owners cannot be found, the occupant will be notified. SCC will supply requested documents identifying the CONSULTANT as SCC's agent. If the property owner or occupant denies the CONSULTANT permission to enter or if neither can be found, such incident will be reported to SCC. SCC will initiate necessary procedures after receipt of such report.
29. Neither this Contract nor any portion of the SERVICES under this Contract shall be sublet, sold, transferred, assigned or otherwise disposed of to other firms or successors in interest except with prior written consent of SCC. SCC's written consent shall in no way relieve the CONSULTANT from its primary responsibility for the performance and accuracy of the SERVICES.

30. Sub-consultants must be approved in accordance with IDOT's requirements. For specialized SERVICES that are required but which do not fall into the areas of approval of IDOT, a firm not approved may be used with SCC's approval.
31. A copy of the signed and dated sub-consultant agreement must be furnished to SCC and approved before any payments will be made to the CONSULTANT for sub-consultant services.
32. SCC will not reimburse the CONSULTANT any amount in excess of its actual payments to the sub-consultant made within the limits and provisions of the sub-consultant agreement approved by SCC.
33. The CONSULTANT will include clauses in its sub-consultant agreement with any sub-consultant that stipulates that the SERVICES under the Contract shall not be sublet, sold, transferred, assigned or otherwise disposed of to other firms except with prior written consent of SCC.
34. The CONSULTANT shall make no commitments to any Utility which becomes binding upon SCC.
35. The CONSULTANT and SCC agree to work together on a basis of trust, good faith and fair dealing to achieve the intent of this Contract. Each party shall take such actions that are reasonably necessary to enable the accurate completion of the professional SERVICES and other obligations provided for under this Contract as intended in a timely, efficient and economical manner.
36. The CONSULTANT will apply appropriate care to the performance of the professional SERVICES, and the preparation of all SERVICES expressed in this Contract. The CONSULTANT shall be governed by that degree of care, knowledge, skill, and diligence that other reputable members of the profession would ordinarily exercise under like circumstances.
37. CONSULTANT shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance in accordance with the SCC Standard Insurance Certificate Requirements. A copy of which is included for reference.
38. To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless SCC, its officers and employees from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees and costs of defense, arising out of or resulting from performance of the SERVICE and/or work, but only to the extent caused in whole or in part by any negligent act or omission of the CONSULTANT, any sub-consultant, or anyone directly or indirectly employed by any of them or anyone whose acts may be liable.
39. In any case where the CONSULTANT deems that additional compensation will be due them for SERVICES, or materials not covered in the Contract nor ordered in writing by SCC, the CONSULTANT shall notify SCC in writing before they begin the additional SERVICES for which they propose to base the claim. If such notification is not previously given or claimed costs are not clearly identified and separated in their accounting records, the CONSULTANT agrees to waive the claim for such additional compensation. However, such notice or accounting by the CONSULTANT shall not in any way be construed as proving the validity of their claim.
40. The CONSULTANT shall perform the SERVICES required under the Contract in accordance with the policies and procedures of the LAPPM and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, in effect at the time of the Contract. In case of conflict in the references, the CONSULTANT shall identify them to SCC and follow the instructions furnished by SCC.
41. SCC may, upon written notice and without invalidating the Contract, require changes resulting in the revision or abandonment of SERVICES already performed by the CONSULTANT or require other elements of SERVICE not originally contemplated and for which full compensation is not provided in any portion of the Contract. The value of such changes, to the extent not reflected in other COMPENSATION to the CONSULTANT, shall be determined by the contracting and approving parties in accordance with methods of payment set forth in the Contract, and the compensation shall be adjusted accordingly. SCC is not obligated to pay the CONSULTANT for SERVICES performed on changes prior to authorization by SCC.
42. If SCC is dissatisfied with the CONSULTANT's performance, or believes that there has been a substantial decrease in the CONSULTANT's productive capacity, SCC may give written notice that remedial action shall be taken by the CONSULTANT within 30 calendar days. If such action is not taken, SCC may terminate the Contract by giving written notice to the CONSULTANT at least 15 calendar days prior to the effective date of termination. In this event, the CONSULTANT shall be paid for the value of all acceptable SERVICES performed prior to the effective date of termination based on the payment terms of the Contract.

43. Further, SCC at its sole discretion may terminate the Contract for any reason, which involves no fault of the CONSULTANT, by giving written notice to the CONSULTANT at least 15 calendar days prior to the effective date of the termination. In this event, the CONSULTANT shall be paid.

44. The CONSULTANT agrees that all survey data, reports, drawings, studies, specifications, estimates, maps and computations prepared by or for them under the terms of the Contract shall be properly arranged, indexed and delivered to SCC upon termination or completion of the SERVICES. These documents shall become and remain the property of SCC, which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than that provided in the Contract.

45. The CONSULTANT shall at all times observe and comply with all Federal and State laws, local laws, orders, ordinances and regulations which in any manner affect the conduct of SERVICES, or which may have an affect over the project. The CONSULTANT shall indemnify and hold harmless SCC, the Public Building Commission of SCC and all of their respective officers, agents, employees, and servants against any claim or liability arising from or based on the breach of such law, ordinance, regulation, order, whether by the CONSULTANT or anyone subject to the control of the CONSULTANT. The assurances hereinafter made by the CONSULTANT are each a material representation of fact upon which reliance is placed by SCC in entering into this Contract. SCC may terminate the Contract if it is later determined that the CONSULTANT rendered a false or erroneous assurance.

46. Section 33E-11 of the Criminal Code of 1961 provides: that every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime CONSULTANT that the prime CONSULTANT is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Code. The State and units of local government shall provide appropriate forms for such certification. A CONSULTANT who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation, and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) It has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation.

The CONSULTANT certifies that the CONSULTANT is not barred from contracting with SCC by reason of a violation of either Section 33E-3 or Section 33E-4.

47. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

48. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Contract whether between parties, or any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Illinois, in any court of competent jurisdiction in St. Clair County, IL.

49. This Contract, including those documents incorporated herein by reference, constitute the entire agreement between the Parties concerning the subject matter, and supersede all prior oral and written proposals, contracts, and understandings between the parties concerning the subject matter of this Contract. The Parties agree that signature, be it manual or digital, hold equal force in execution of

the agreement, and that execution by their representatives is not required to be on the same date. The Parties certify they have read and understand the certifications and assurances described herein, and endorsement as to the contract as a whole constitute an endorsement of each paragraph individually. Both SCC and CONSULTANT have been given adequate time and opportunity to consult with legal counsel as to the interpretation of the terms and commitments herein. The parties agree that interpretation of any ambiguous provision contained within the body of this document, or the documents referenced herein, will not be construed against one party over another.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by representatives of the parties as follows:

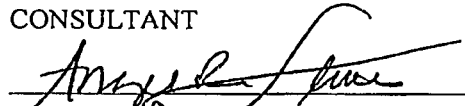
ST. CLAIR COUNTY

 COPY

Date: _____

Chairman, St. Clair County Board

CONSULTANT



Date: 3/23/2022

Title: President

Organization: Executive Real Estate Consulting Services, Inc. (ERCS)
6966 West Main Street
Belleville, IL 62223-3030

RESOLUTION NO. 2710-22-R

WHEREAS, the County of St. Clair has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases where the taxes on the same have not been paid pursuant to 35 ILCS, Sec. 200/21-90 and 35 ILCS, Sec. 200/21-175 et seq.

WHEREAS, pursuant to this program the County of St. Clair has acquired an interest in the following described real estate:

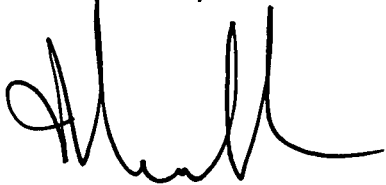
(See attachment)

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

THEREFORE, the Trustee Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF ST. CLAIR COUNTY, ILLINOIS, that the Chairman of the Board of St. Clair County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate certificate of purchase, as the case may be, on the above described real estate for the sum of One Hundred Forty-Nine Thousand, Four Hundred Ninety-Eight and 97/100 Dollars (\$149,498.97) paid to the Treasurer of St. Clair County, Illinois, to be distributed according to law.

Adopted by roll call vote on the 25th day of April, 2022.



Chairman, St. Clair County Board

ATTEST:



Clerk of the Board

RES#	Account	Type	Account Name	Parce#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
04-22-001	0122080	SAL	SALDANA'S COMPANY	02-10.0-317-001, 009 THRU 016	1,395.00	279.81	0.00	315.00	450.00	0.00	350.19
04-22-002	0716322	SAL	JEREMIAH TILMON	02-23.0-312-015	5,090.00	0.00	255.00	84.25	1,168.82	5.00	3,576.93
04-22-003	0721340	SAL	ALECIA YOUNG	07-07.0-400-031	795.00	41.38	0.00	75.00	450.00	0.00	228.62
04-22-004	0421231	SAL	MYEYCIA GREENLEE	06-01.0-317-007, 008	795.00	133.68	0.00	135.00	450.00	0.00	76.32
04-22-005	0122272	SAL	ROSALIND RODGERS	06-04.0-401-001	795.00	80.64	0.00	90.00	450.00	0.00	174.36
04-22-006	0122376	SAL	BRIAN BROWN	12-00121	900.00	84.73	0.00	150.00	450.00	0.00	215.27
04-22-007	1017149	SAL	JEREMIAH TILMON	02-20.0-224-062	3,231.00	0.00	97.50	84.25	888.46	0.00	2,180.79
04-22-008	0122091	SAL	DEMETRIO CONDADO	02-15.0-106-001 THRU 023	4,026.95	461.34	0.00	735.00	1,014.24	0.00	1,816.37
04-22-009	0122082	SAL	SALDANA'S COMPANY	02-10.0-317-052 THRU 057	945.00	158.39	0.00	243.50	450.00	0.00	93.11
04-22-010	0122081	SAL	SALDANA'S COMPANY	02-10.0-317-037, 041 THRU 044	795.00	150.00	0.00	195.00	450.00	0.00	0.00
04-22-011	0122243	SAL	BERLINDA JACKSON	02-30.0-413-028	800.00	39.56	0.00	84.25	450.00	0.00	226.19
04-22-012	0122241	SAL	JORGE GUZMAN ZAVALA	02-30.0-401-022, 023, 024	3,100.00	255.16	0.00	180.00	763.75	0.00	1,901.09
04-22-013	201701450	REC	BRANDON HOLMES	02-26.0-305-004	3,432.00	113.84	0.00	90.00	1,076.33	1.09	2,150.74
04-22-014	201700790	REC	WILLIAM OLIVER	02-18.0-204-065	2,543.00	134.72	0.00	90.00	760.08	0.00	1,558.20
04-22-015	201302897	REC	ELLIS VAUGHN	02-26.0-302-020	11,267.59	68.00	0.00	84.25	2,598.01	0.00	8,517.33
04-22-016	201703416	REC	JAMES JONES	06-02.0-308-005	17,593.71	120.80	0.00	90.00	4,523.19	0.00	12,859.72
04-22-017	201703011	REC	LAKEISHA J GEORGE	02-27.0-308-015	6,417.00	113.84	0.00	90.00	1,779.56	0.00	4,433.60
04-22-018	201601045	REC	CARMEN JACKSON	02-18.0-319-006	2,298.87	118.96	0.00	90.00	847.54	0.00	1,242.37
04-22-019	201700436	REC	PATRICIA L CANADA	01-25.0-207-006	1,708.01	93.98	0.00	90.00	644.86	0.00	879.17
04-22-020	201502528	REC	KISHAN D ROBINSON	02-32.0-106-050	1,035.05	68.00	0.00	135.00	131.69	0.00	700.36
04-22-021	201700437	REC	PATRICIA L CANADA	01-25.0-207-007	1,708.01	93.98	0.00	90.00	644.86	0.00	879.17
04-22-022	201700441	REC	PATRICIA L CANADA	01-25.0-207-011	1,706.92	93.98	0.00	90.00	644.59	0.00	878.35
04-22-023	201700440	REC	PATRICIA L CANADA	01-25.0-207-010	1,706.92	93.98	0.00	90.00	644.59	0.00	878.35
04-22-024	201700438	REC	PATRICIA L CANADA	01-25.0-207-008	1,708.01	93.98	0.00	90.00	644.86	0.00	879.17
04-22-025	201700439	REC	PATRICIA L CANADA	01-25.0-207-009	1,706.92	93.98	0.00	90.00	644.59	0.00	878.35
04-22-026	201703842	REC	LLOYD A TILLER	07-07.0-202-043	7,003.65	120.80	0.00	90.00	2,124.77	0.00	4,668.08
04-22-027	0122189	SAL	REGINA PERKINS-NATHAN	02-23.0-314-043	795.00	72.09	0.00	84.25	450.00	0.00	188.66
04-22-028	1021086	SAL	DARRELL BAZILE JR.	02-09.0-204-047, 048, 049, 055, 060	795.00	131.50	0.00	213.50	450.00	0.00	0.00
04-22-029	201703758	REC	ROXANNE ALEXANDER	07-05.0-109-006	1,555.36	90.63	0.00	90.00	570.88	0.00	803.85
04-22-030	201202755	REC	VICTORIA AND BARNARD FOSTER	02-30.0-105-005	3,810.00	68.00	0.00	84.25	631.11	7.49	3,019.15
04-22-031	201701565	REC	DELORES & RONALD VAUGHN & DONNA KNIGHT	02-30.0-124-014	1,634.68	130.62	0.00	90.00	595.09	0.00	818.97

RES#	Account	Type	Account Name	Parce#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
04-22-032	201701559	REC	DELORES B VAUGHN & DONNA KNIGHT	02-30.0-123-039	1,586.97	103.59	0.00	90.00	591.07	0.00	802.31
04-22-033	201703757	REC	ROXANNE ALEXANDER	07-05.0-109-005	1,555.36	90.63	0.00	90.00	570.88	0.00	803.85
04-22-034	1021197	SAL	WILLIE SPRATT	02-17.0-313-056	795.00	20.43	0.00	90.00	450.00	0.00	234.57
04-22-035	0721171	SAL	LOUISE BLUE	02-22.0-101-008	795.00	59.91	0.00	84.25	450.00	0.00	200.84
04-22-036	0122268	SAL	WILLIE SPRATT	06-02.0-200-001	795.00	46.20	0.00	90.00	450.00	0.00	208.80
04-22-037	0820190	SAL	WILLIE SPRATT	02-25.0-102-012	795.00	197.54	0.00	90.00	450.00	0.00	57.46
04-22-038	201303133	REC	DAWN REED	02-28.0-101-009	10,237.31	127.06	0.00	84.25	2,323.06	0.00	7,702.94
04-22-039	201500654	REC	BRIANTE HOWARD	01-35.0-316-022	4,570.04	68.00	0.00	90.00	926.77	0.00	3,485.27
04-22-040	0122247	SAL	CAROLYN HOLLOWAY	02-32.0-120-020, 021, 022	795.00	116.64	0.00	180.00	450.00	0.00	48.36
04-22-041	0122181	SAL	SHARON L. BENNETT	02-22.0-300-020, 021	795.00	50.39	0.00	120.00	450.00	0.00	174.61
04-22-042	1021416	SAL	CAROLYN HOLLOWAY	02-32.0-120-018	795.00	38.88	0.00	90.00	450.00	0.00	216.12
04-22-043	201701071	REC	LEONARD ALDRIDGE	02-20.0-112-011	4,833.14	106.88	0.00	90.00	1,410.24	0.00	3,226.02
04-22-044	201701281	REC	510 N SIXTIETH STREET TRUST NUMBER ONE	02-22.0-322-034	3,720.35	113.84	0.00	90.00	1,142.25	0.00	2,374.26
04-22-045	201703108	REC	DALE BYRUM	02-29.0-321-008	750.57	99.92	0.00	90.00	393.99	0.00	166.66
04-22-046	201703109	REC	DALE BYRUM	02-29.0-321-009	750.57	99.92	0.00	90.00	393.99	0.00	166.66
04-22-047	0122008	SAL	TIMOTHY L. WRIGHT SR.	01-13.0-304-006 THRU 019	2,145.00	333.07	0.00	657.75	525.00	0.00	629.18
04-22-048	0122009	SAL	TIMOTHY L. WRIGHT SR.	01-13.0-304-021, 022	795.00	51.20	0.00	120.00	450.00	0.00	173.80
04-22-049	0421103	SAL	TAKNESHEA DAVIS	02-18.0-112-033	795.00	30.06	0.00	75.00	450.00	0.00	239.94
04-22-050	201700920	REC	ANDRE PERKINS	02-18.0-426-058	3,296.00	68.00	0.00	90.00	749.93	0.00	2,388.07
04-22-051	201701016	REC	ERNEST GRIFFIN	02-19.0-403-025	8,316.13	106.88	0.00	90.00	2,388.82	0.00	5,730.43
04-22-052	201703703	REC	TONIA R HICKS	06-12.0-200-014	9,104.00	120.80	0.00	90.00	2,449.44	0.00	6,443.76
04-22-053	0122005Z	SAL	IOLA DOUGLAS	07-07.0-313-017	798.00	33.85	0.00	75.00	450.00	0.00	239.15
04-22-054	0122154	SAL	ZACH CHIKE	02-19.0-413-001 THRU 008	1,245.00	407.25	0.00	387.75	450.00	0.00	0.00
04-22-055	0122111	SAL	ZACH N. CHIKE	02-17.0-314-034, 050	795.00	57.71	0.00	120.00	450.00	0.00	167.29
04-22-056	201501492	REC	BARBARA HENDERSON & GRANGER BEVERLY & ORA LOCKETT	02-18.0-317-012	1,582.18	279.01	0.00	90.00	610.47	0.00	602.70
04-22-057	201601144	DEF-REC	ELSIE B BERRY	02-19.0-114-060	1,470.00	0.00	0.00	0.00	342.33	0.00	1,127.67
04-22-058	201700139	DEF-REC	COREY L WALLACE	01-13.0-222-005	911.00	45.84	0.00	0.00	331.10	0.00	534.06
04-22-059	201700471	DEF-REC	LUCIOUS JR DONES	02-08.0-317-016	1,275.07	33.61	0.00	0.00	514.52	0.00	726.94
04-22-060	201600501	DEF-REC	SHONTEZ LANCASTER	02-08.0-420-045	4,409.00	44.36	0.00	0.00	1,165.05	0.00	3,199.59
04-22-061	201402344	DEF-REC	MARY AND MELVIN LOTT	02-30.0-104-063	2,000.00	0.00	0.00	0.00	394.80	0.00	1,605.20
04-22-062	201704308	DEF-REC	GREGORY D PARKER	02-16.0-201-003	391.00	26.76	0.00	0.00	203.71	0.00	160.53

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
04-22-063	201703171	DEF-REC	GILBERT RAINEY & GLORIA SUE WILSON	02-32.0-109-052	3,556.00	0.00	0.00	0.00	909.63	0.00	2,646.37
04-22-064	201704331	DEF-REC	STEPHEN REID	02-16.0-211-027	1,700.00	45.84	0.00	0.00	365.14	0.00	1,289.02
04-22-065	201201728	DEF-REC	MICHELLE D HARRIS	02-18.0-421-010	2,000.00	0.00	0.00	0.00	360.15	0.00	1,639.85
04-22-066	201704307	DEF-REC	GREGORY D PARKER	02-16.0-201-002	571.00	26.76	0.00	0.00	293.57	0.00	250.67
04-22-067	201401842	DEF-REC	RYAN CASON	02-22.0-300-001	792.86	0.00	0.00	0.00	417.51	0.00	375.35
04-22-068	201601987	DEF-REC	CIARA CORLEY	02-30.0-400-035	860.00	0.00	0.00	0.00	153.51	0.00	706.49
04-22-069	201703046	DEF-REC	DAVID D JONES	02-28.0-202-016	3,698.00	45.84	0.00	0.00	1,125.18	0.00	2,526.98
04-22-070	201202785	DEF-REC	DIMARIO CASON	02-30.0-205-126	792.86	0.00	0.00	0.00	214.30	0.00	578.56
04-22-071	0717082	DEF-SAL	CHAUNEEK FOWLER	02-09.0-322-030	501.70	0.00	0.00	0.00	257.83	0.00	243.87
04-22-072	REMOVED			02-26.0-315-021	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-22-073	201700468	DEF-REC	LUCIOUS DONES	02-08.0-317-013	1,140.49	33.35	0.00	0.00	482.26	0.00	624.88
04-22-074	201700470	DEF-REC	LUCIOUS JR DONES	02-08.0-317-015	1,275.07	33.61	0.00	0.00	514.52	0.00	726.94
04-22-075	201603340	DEF-REC	TODD A KRAFT	07-01.0-306-023	2,180.00	50.96	0.00	0.00	554.20	0.00	1,574.84
04-22-076	201302842	DEF-REC	KEVIN ANDERSON JR	02-26.0-203-014	1,600.00	0.00	0.00	0.00	349.91	0.00	1,250.09
04-22-077	201790056	DEF-SUR	RICHARD L JAMES	07-02874	654.00	72.19	0.00	0.00	326.45	0.00	255.36
04-22-078	0717302	DEF-SAL	TEE J WHITE	02-20.0-219-025	3,000.00	0.00	0.00	0.00	932.33	0.00	2,067.67
04-22-079	201401165	DEF-REC	KIMBERLY ROSS	02-16.0-301-060	3,420.00	0.00	0.00	0.00	635.53	0.00	2,784.47
04-22-080	201703191	DEF-REC	KENDALL WYNN & SHANNON DOWELL	02-32.0-124-035	13,954.00	87.60	0.00	0.00	3,552.81	0.00	10,313.59
04-22-081	201503463	DEF-REC	THOMAS M HARRIS	06-03.0-313-001	4,320.00	0.00	0.00	0.00	1,513.85	0.00	2,806.15
04-22-082	201703098	DEF-REC	GWEN MCCALLUM	02-29.0-310-054	350.00	38.88	0.00	0.00	210.56	0.00	100.56
04-22-083	201303323	DEF-REC	RONIKA J PERRY	02-30.0-408-002	1,728.00	0.00	0.00	0.00	400.74	0.00	1,327.26
04-22-084	201301623	DEF-REC	ZS III LLC	02-16.0-108-048	12.35	0.00	0.00	0.00	12.35	0.00	0.00

RES#	Account	Type	Account Name	Parce#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
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Totals

\$214,096.67	\$7,013.63	\$352.50	\$7,486.50	\$64,231.62	\$13.58	\$134,998.84
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Mosher, Ray Wilson
Hany Hobart
Hans
Dunbar
C. J. Williams
Marty Cooper

Committee Members

Clerk Fees \$7,013.63
Recorder/Sec of State Fees \$7,486.50
Total to County \$149,498.97

COUNTY BOARD EXTENSION REQUEST

PAYER: Bobbie Coleman for Gwendolyn L Clayton (4/20/22)
Account No.: 201402397 **Parcel I. D. No.:** 02-30.0-210-019
Property Address: 3136 Market Avenue, ESL

Property Description:

Is this property: Occupied? No
 Rented or Leased? No
 Generating Income? No

History of Account: (Payment dates and amounts)

Opened: 5/21/15
Purchase Price: \$11734.55
Total Paid to Account: \$4927.00
Balance Due: \$6927.55
Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? Yes

Has the Buyer ever not paid? No

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ With: _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

COUNTY BOARD EXTENSION REQUEST

PAYER: Mary McKinney (4/20/22)
Account No.: 201400727 Parcel I. D. No.: 02-09.0-414-049
Property Address: 1721 N 50th Street, Washington Park, IL

Property Description:

Is this property: Occupied? Yes
Rented or Leased? No
Generating Income? No

History of Account: (Payment dates and amounts)

Opened: 4/11/18
Purchase Price: \$7646.91
Total Paid to Account: \$4092.00
Balance Due: \$3587.41
Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ With: _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

COUNTY BOARD EXTENSION REQUEST

PAYER: Sheila McMiller (4/20/22)
Account No.: 0001798 Parcel I. D. No.: 02-30.0-119-035
Property Address: 2721 Bond Avenue, ESL

Property Description:

Is this property: Occupied? Yes
Rented or Leased? No
Generating Income? No

History of Account: (Payment dates and amounts)

Opened: 11/26/19
Purchase Price: \$3544.94
Total Paid to Account: \$2730.00
Balance Due: \$934.94
Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? Yes

Has the Buyer ever not paid? No

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ With: _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

COUNTY BOARD EXTENSION REQUEST

PAYER: Erma Morgan Millard and Kevin Hayes (4/20/22)
Account No.: 201402147 **Parcel I. D. No.:** 02-27.0-212-036
Property Address: 7029 Shipley Lane, ESL

Property Description:

Is this property: **Occupied?** Yes
Rented or Leased? Yes
Generating Income? Yes

History of Account: (Payment dates and amounts)

Opened: 4/24/18
Purchase Price: \$15629.19
Total Paid to Account: \$10647.00
Balance Due: \$5052.19
Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ **With:** _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

COUNTY BOARD EXTENSION REQUEST

PAYER: Keith Randolph for Teresa Peterson (4/20/22)
Account No.: 201700328 **Parcel I. D. No.:** 01-24.0-226-053
Property Address: 1735 McCasland Avenue, ESL

Property Description:

Is this property: **Occupied?** Yes
Rented or Leased? Yes
Generating Income? Yes

History of Account: (Payment dates and amounts)

Opened: 12/11/18
Purchase Price: \$11836.51
Total Paid to Account: \$2319.00
Balance Due: \$9625.01
Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? Yes

Has the Buyer ever not paid? No

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ **With:** _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

COUNTY BOARD EXTENSION REQUEST

PAYER: T & K Trucking for Kevin Robinson 4/20/22
Account No.: 201700171 **Parcel I. D. No.:** 01-13.0-310-001
Property Address: 104 S 8th Street, ESL IL

Property Description:

Is this property: **Occupied?** Yes
Rented or Leased? Yes
Generating Income? Yes

History of Account: (Payment dates and amounts)

Opened: 2/23/21
Purchase Price: \$18294.54
Total Paid to Account: \$3010.00
Balance Due: \$15392.04
Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ **With:** _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:



MARK A. KERN
CHAIRMAN

ST. CLAIR COUNTY BOARD

10 PUBLIC SQUARE, ROOM B-561, BELLEVILLE, ILLINOIS 62220-1623

(618) 825-2203 • FAX: (618) 825-2740

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LONNIE MOSLEY
VICE-CHAIRMAN

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District 2
HARRY HOLLINGSWORTH

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District 28
SCOTT GREENWALD

District 29
RICK CASEY

April 13, 2022

Mark A. Kern, Chairman
St. Clair County Board
10 Public Square
Belleville, Illinois 62220

Dear Chairman Kern:

The St. Clair County Board's Grants Committee submits the payroll and expense claims for the pay periods in **March, 2022**.

These claims involve the expenditure of programmatic and administrative funds associated with the Community Development Group, Workforce Development Group, and the Community Services Group.

These expenditures have been processed by the administrative staff of the St. Clair County Intergovernmental Grants Department. They have been reviewed and approved by the Grants Committee and are recommended for County Board approval by the Grants Committee.

Respectfully submitted,

Stephen Reeb, Chairman
St. Clair County Board Grants Committee



ST. CLAIR COUNTY HEALTH DEPARTMENT

19 PUBLIC SQUARE, SUITE 150
BELLEVILLE, ILLINOIS 62220-1624
<https://health.co.st-clair.il.us>



William R. Kreeb, M.S.
President

Myla Blandford, MPH, REHS, LEHP
Executive Director

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618.233.7703
618.222.1630 fax

Infectious Disease Prevention

- **Communicable Disease**
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MONTHLY ACTIVITY REPORT March 2022 Stats

	FEB	MAR	YTD 22	YTD 21
ADMINISTRATION				

COMMUNITY HEALTH EDUCATION & PROMOTION

Coalition/Advisory Meetings	0	1	2	2
Healthier Together mtgs/activities	0	0	0	0
Community Organizations/Agencies	0	0	0	4
Total Attendance	0	0	17	10
Total Presentations	0	0	0	0
Press releases	19	24	63	75
Displays prepared	0	0	0	0

SOCIAL MEDIA

Twitter Followers - NEW from previous month	1	9	23	90
Total Twitter Followers Lifetime-Accumulative NEW	1306	1315	1,315	0
Twitter Tweets NEW METRIC	56	49	143	0
Twitter Impressions per month NEW METRIC	5,934	4,518	15,889	0
Twitter Profile Visits per month NEW METRIC	2,447	2,187	7,632	0
Twitter Mentions NEW METRIC	13	2	24	0
Facebook Page Followers Lifetime-Accumulative	98	14	9,442	23,084
Facebook Page Reach	126,045	58,979	262,197	310,444
Facebook Page Visits/Likes	7,047	4,788	19,245	15,064
NEW Facebook Page Likes NEW METRIC	121	55	331	0



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Executive Director

MONTHLY ACTIVITY REPORT March 2022 Stats

ENVIRONMENTAL PROGRAMS

FEB	MAR	YTD 22	YTD 21
-----	-----	--------	--------

ENVIRONMENTAL HEALTH

FOOD SERVICE PROGRAM

Routine Inspection	234	238	599	496
Reinspection	33	39	102	25
Opening Inspections	2	7	12	13
Food Recall Notifications	7	7	16	4
Foodborne Illness Investigations	0	2	3	0
Complaint Investigations	8	11	36	12
In-services	0	0	0	0
# of Participants	0	0	0	0
Consultations/Plan Reviews/Fires/Disasters	199	172	549	2,481

NUISANCE/VECTOR/TANNING

Complaint Investigations & Rechecks	0	0	0	0
Smoke Free IL Complaints	2	2	6	0
Smoke Free IL Citations	0	0	0	0
Consultations (Smoking, Tanning, Vector)	46	18	87	496
Tanning Inspections & Rechecks	0	1	1	1
Vector Surveillance (May - October)	0	0	0	0

POTABLE WATER PROGRAM

Well Permits Issued	1	2	6	6
Well Inspections	1	1	3	5
Analysis Reviewed	2	6	8	29
Consultations	14	17	37	9

PRIVATE SEWAGE PROGRAM

Permits Issued	0	13	21	22
Sewage Consultations	97	95	309	105
Systems Inspected	0	7	18	19
Complaints, Investigations & Rechecks	12	7	25	15
Home Loan Inspections	0	1	1	0

ENVIRONMENTAL PROTECTION and POLLUTION PREVENTION

LANDFILL PROGRAM

Landfill, Compost, Open Dump Inspections, FUIs	6	6	18	18
New Open Dump Sites Closed	0	0	0	2
Complaint Investigations, Rechecks	5	14	33	10
Consultations	9	28	63	25

POLLUTION PREVENTION PROGRAM

Consultations/Presentations	4	4	12	6
Materials Distributed	10	50	70	15

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MONTHLY ACTIVITY REPORT March 2022 Stats

INFECTIOUS DISEASE PREVENTION

COMMUNICABLE DISEASE CASES

	FEB	MAR	YTD 22	YTD 21
Chlamydia	65	62	187	294
E-Coli	0	0	0	0
Gonorrhea	58	55	132	130
Group A Streptococcal (Invasive)	0	3	3	4
Hepatitis A	0	0	0	0
Hepatitis B	0	9	9	3
Hepatitis C	5	12	30	12
HIV+	0		0	7
Influenza	0	1	1	1
Covid-19	2,210	539	19,025	7,633
Flu-like Symptoms (Specific)	0	1	1	1
Meningitis (Bacterial)	0	0	0	0
MRSA	0	0	0	0
Pertussis (Whooping Cough)	0	0	0	0
Salmonella	0	0	1	2
Syphilis	12	12	39	25

TB CONTROL/TESTING

Field Visits (Directly Observed Therapy)	3	2	8	12
Client Contacts (Directly Observed Therapy)	3	2	8	12
Video Observed Therapy	84	62	260	59
Client Served under Video Observed Therapy	0	0	3	1
Clients Served (by Physician)	1	0	1	3
Client Contacts (Clinic)	58	88	222	151
Chest X-Ray	2	0	4	5
Skin Tests	29	41	103	65
Positive Skin Tests	2	0	4	6
MTB Cases	0	0	0	1
Suspects	0	0	0	0

ILLNESS INVESTIGATIONS-CONSULTATIONS

Off-site	0	0	0	0
Office	1	2	5	3
Phone	223	410	841	7,451
OOJ - Out of Jurisdiction	8	6	14	74
Documentation Sen-Physicians/ MSP Providers	0	0	0	53



ST. CLAIR COUNTY HEALTH DEPARTMENT

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MONTHLY ACTIVITY REPORT March 2022 Stats

INFECTIOUS DISEASE PREVENTION (cont.)

HIV/AIDS CARE REGION

Starting Caseload
New to Medical Case Management Clients
Discharges
Remaining Caseload

FEB	MAR	YTD 22	YTD 21
618	615	1,850	629
2	17	31	26
5	16	34	7
615	609	1,842	648

HIV PREVENTION - REGION

HIV Tests Completed Total
HIV Tests Completed at SCCHD
New Positive Cases Identified
Cases Linked to HIV Medical Care

5	2	11	2
5	1	10	2
0	0	0	0
0	0	0	0

HIV Disease Interv. Serv. - REGION

New Cases Opened
Individuals Notified
Linked to Medical Care
Already in care (May reflects to-date number)

0	0	6	69
0	0	0	1
1	0	1	6
0	0	3	23

EMERGENCY PREPAREDNESS

Public Outreach/Presentations
External Conferences/Workshops
Partnership Meetings
Materials Distributed
Project Activities
St. Clair County Personnel Trained
Health Department Personnel Trained*
Incident/Assistance

0	1	2	0
1	2	5	0
3	6	33	0
400	120	3,400	0
0	0	0	0
0	0	0	0
0	3	15	0
3	5	14	0

MRC (MEDICAL RESERVE CORPS)

Public Outreach/Presentations
Meetings/Workshops/Trainings Offered
Program Materials Distributed
Non- Emergency Public Health Event
Number of MRC Volunteers Trained
Number of Personnel Trained
Emergency Response Incident/Assistance
MRC Unit Volunteer Hours Served

0	1	1	0
3	3	7	18
0	0	2	250
0	0	0	1
1	3	4	111
1	18	19	3
0	0	0	96
2	2	19	1,290

COVID VACCINE ADMINISTERED - St. Clair County

COVID Vaccine totals from 1/12/22 -

Moderna
Pfizer
Johnson & Johnson (Janssen)
Pfizer 3rd Dose
Moderna 3rd Dose
Johnson & Johnson (Janssen) 2nd Dose

			YTD 2021 thru 1-11-22
*	4,157	7,251	104,181
*	8,795	16,593	248,444
*	540	634	14,643
*	214	819	10,705
*	470	948	2,341
*	33	56	468

* March statistics include February

Total for BCFG SCCHD Mass Vaccination site thru 5/31/21
Total for the SCCHD Mass Vaccination site - 330

n/a	n/a	n/a	103,480
n/a	n/a	n/a	7,232



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MONTHLY ACTIVITY REPORT March 2022 Stats

Health Promotion & Wellness

FEB	MAR	YTD 22	YTD 21
-----	-----	--------	--------

HEALTHY KIDS SERVICES

Immunizations	70	159	319	344
Developmental Screenings	3	0	12	19
Perinatal Depression Screenings	58	90	240	177
Lead Testing-Children	0	0	1	1
Lead Testing-Prenatal	0	0	0	0
Well Child Screening	0	0	0	0

HEALTHY HOMES LEAD FOLLOW-UP PROG

Home Visits	0	0	2	0
New Enrollments	0	0	2	3
Prevention Education	11	9	28	9

CASE MANAGEMENT SERVICES

Total Caseload	438	437	n/a	n/a
New Enrollments	36	48	131	173
Intensive Prenatal Caseload	67	52	n/a	n/a
New Enrollments	12	8	33	28
Services Provided	61	90	151	213
YouthCare - current caseload	285	284	846	836
YouthCare New cases	7	12	28	52
YouthCare ACRs	55	42	147	129

HEALTH INSURANCE APPLICATIONS

Healthy Start (MPE) Prenatal	0	0	0	3
Add a Baby	1	0	2	12
All Kids	0	0	0	9
Add a Family Member	0	0	3	0
SNAP (Food Assistance)	0	0	0	9
TANF (Cash Assistance)	0	0	0	6
Technical Assistance	0	0	0	0

WOMEN, INFANTS & CHILDREN (WIC)

Assigned Caseload	1,950	1,950	n/a	n/a
Clients Picking Up Food Instruments	1,528	1,453	4,525	5,622
Achievement Percentage	78%	75%	n/a	n/a
Clients Certified	161	222	588	553
Nutrition Education Attendance	412	498	1,324	1,408

DIAPER DEPOT

Diaper's Distributed	3800	7150	16,075	0
----------------------	------	------	--------	---

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MONTHLY ACTIVITY REPORT March 2022 Stats

	FEB	MAR	YTD 22	YTD 21
<u>BREASTFEEDING PEER COUNSELOR PRGM</u>				
Caseload	317	307	n/a	n/a
Client Contacts	71	78	199	297
New Enrollments	13	55	123	124

Health Promotion & Wellness (cont.)

PHS COMMUNITY OUTREACH

Health Fairs	0	0	0	0
Total Attendance	0	0	0	0
Presentations	0	0	0	0
Total Attendance	0	0	0	0
Meetings/Conferences/Workshop Contacts	0	0	0	4
Face to Face Contacts	0	0	0	0

BREAST & CERVICAL CANCER PROGRAM

Enrollments	16	30	73	46
Clinically Navigated Insured	1	2	6	4
Clients with High Deductible	1	1	4	0
Younger Symptomatic Referrals	1	0	2	2
Referrals/Treatment Act	2	2	5	0
Cancer within BCCP	1	2	3	0
Cancer outside BCCP	1	1	2	0



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618.825.4501
618.825.4585 fax
- Emergency Preparedness
618.233.7703
618.233.9356 fax

Health Promotion and Wellness Clinical Services and Systems

- Maternal-Child
Health Programs
618.233.6170
618.236.0821 fax
- Breast and Cervical Cancer
618.233.7703
618.233.7713 fax

Environmental Health

- 618.233.7769
- 618.236.0676 fax

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Public Health
Prevent. Promote. Protect.
**St. Clair County
Health Department**
together for your health

MONTHLY ACTIVITY REPORT March 2022 Stats

	FEB	MAR	YTD 22	YTD 21
ADMINISTRATION				

COMMUNITY HEALTH EDUCATION & PROMOTION

Coalition/Advisory Meetings	0	1	2	2
Healthier Together mtgs/activities	0	0	0	0
Community Organizations/Agencies	0	0	0	4
Total Attendance	0	0	17	10
Total Presentations	0	0	0	0
Press releases	19	24	63	75
Displays prepared	0	0	0	0

SOCIAL MEDIA

Twitter Followers - NEW from previous month	1	9	23	90
Total Twitter Followers Lifetime-Accumulative NEW	1306	1315	1,315	0
Twitter Tweets NEW METRIC	56	49	143	0
Twitter Impressions per month NEW METRIC	5,934	4,518	15,889	0
Twitter Profile Visits per month NEW METRIC	2,447	2,187	7,632	0
Twitter Mentions NEW METRIC	13	2	24	0
Facebook Page Followers Lifetime-Accumulative	98	14	9,442	23,084
Facebook Page Reach	126,045	58,979	262,197	310,444
Facebook Page Visits/Likes	7,047	4,788	19,245	15,064
NEW Facebook Page Likes NEW METRIC	121	55	331	0

VENDOR WARRANT DETAIL

ST CLAIR COUNTY TREASURER

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[CONTRACT SEARCH](#)
[PAYMENTS SEARCH](#)
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[PENDING PAYMENTS](#)

PAYMENTS NOTIFICATIONS

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Warrant/EFT#: EF 0021215				
Fiscal Year	2022	Issue Date	02/04/22	
Warrant Total	\$753,682.48	Warrant Status		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A2092008	2A2092008	\$753,682.48

IOC Accounting Line Details						
Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0188	492	27	44910055	4491	\$753,682.48	DISBURSE CNTY/MASS TRANS SALES

Payment Voucher Description	
Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 02/03/2022
2	COUNTY .25 % SHARE OF SALES TAX
3	LIAB MO: NOV. 2021 COLL MO: DEC. 2021 VCHR MO: FEB. 2022
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV

Payment Voucher Description

61	COUNTY .25 % SHARE OF SALES TAX
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VENDOR WARRANT DETAIL

ST CLAIR COUNTY TREASURER

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PAYMENTS NOTIFICATIONS

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Warrant/EFT#: EF 0021214				
Fiscal Year	2022	Issue Date	02/04/22	
Warrant Total	\$161,939.34	Warrant Status		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A2092007	2A2092007	\$161,939.34

IOC Accounting Line Details						
Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$161,939.34	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description	
Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 02/03/2022
2	COUNTY 1 % SHARE OF SALES TAX
3	LIAB MO: NOV. 2021 COLL MO: DEC. 2021 VCHR MO: FEB. 2022
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV

Payment Voucher Description

61 COUNTY 1 % SHARE OF SALES TAX

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