



## Human Resources Committee

Tammy Rich-Stimson, Chairman  
James Carius Community Room  
101 S. Capitol Street  
Pekin, Illinois 61554

Tuesday, September 17, 2024

\*Immediately following Finance Committee meeting\*

- I. Roll Call
- II. Approve minutes of the August 20, 2024 meeting
- III. Public Comment
- IV. Unfinished Business
- V. New Business
  - HR-24-21 A. Recommend to approve Memorandum of Understanding with Illinois Fraternal Order of Police Labor Council and Sheriff's Office Corrections Unit
  - HR-24-22 B. Recommend to approve agreement with Pareto/HCC as stop loss carrier
  - C. Executive Session – 5 ILCS 120/2(c)(2) – Collective Bargaining or Salary Schedules
- VI. Reports and Communications
- VII. Recess

Members: Chairman Rich-Stimson, Mike Harris, Bill Atkins, Michael Deppert, Sam Goddard, Nick Graff, Greg Longfellow, Greg Menold, Dave Mingus, Nancy Proehl, Max Schneider, Eric Stahl

*Minutes pending committee approval*



**HUMAN RESOURCES COMMITTEE**

James Carius Community Room  
Tuesday, August 20, 2024 – 4:11 p.m.

Committee Members Present: Chairman Tammy Rich-Stimson, Bill Atkins, Samuel Goddard, Nancy Proehl, Greg Longfellow, Greg Menold, Dave Mingus, Max Schneider

Committee Members Absent: Michael Deppert, Nick Graff, Mike Harris, Eric Stahl

Others Attending: Mike Deluhery, County Administrator

**MOTION** **MOTION BY MEMBER SCHNEIDER, SECOND BY MEMBER ATKINS** to approve the minutes of the July 23, 2024 meeting

On voice vote, **MOTION CARRIED UNANIMOUSLY.**

**MOTION**  
**HR-24-18** **MOTION BY MEMBER SCHNEIDER, SECOND BY MEMBER MINGUS** to approve participation in the Health Fair

Human Resources Director Sue Webster stated the health fair has been scheduled for October 8<sup>th</sup> from 6:00 a.m. to 11:00 a.m. and October 10<sup>th</sup> from 6:00 a.m. to 10:00 a.m. at Carle Health Pekin Hospital and October 15<sup>th</sup> from 12:00 p.m. to 3:00 p.m. at the Justice Center. She stated that flu shots will also be offered during those times. She stated that full-time/part-time and retired employees are eligible to participate.

On voice vote, **MOTION CARRIED UNANIMOUSLY**

**MOTION**  
**HR-24-19** **MOTION BY MEMBER PROEHL, SECOND BY MEMBER ATKINS** to approve the 2024 Tazewell County Health Benefit Plan

Human Resources Director Sue Webster stated that changes were made for 2023-2024 and were approved in September 2023. She stated that health plan document itself needs to be signed.

On voice vote, **MOTION CARRIED UNANIMOUSLY**

**MOTION**

**HR-24-20 MOTION BY MEMBER MENOLD, SECOND BY MEMBER LONGFELLOW** to approve the Professional Development Reimbursement Policy

Human Resources Sue Webster explained that full-time employees are eligible for reimbursement of education costs. She stated that the maximum reimbursement will be \$5,000 per person, per calendar year.

Member Atkins stated that looking at the payback requirement section, it states "if the employee terminates within that year, he or she will be required to repay the county for all reimbursements paid". He stated that language is problematic to him. He stated that if that is referring to an employee quitting and they would be responsible for repaying, he did not have a problem with that. He stated that if an employee is terminated, that is our decision to get rid of them, so it seemed unfair. He stated that he would suggest it stating "if the employee chooses to leave employment within that year, he or she would be required to repay the county for all reimbursements paid."

**MOTION BY MEMBER ATKINS, SECOND BY MEMBER SCHNEIDER** to amend the Professional Development Reimbursement Policy to state under Payback Requirements, "if the employee chooses to leave employment during that year, he or she would be required to repay the county for all reimbursements paid."

On voice vote, **AMENDMENT CARRIED UNANIMOUSLY**

On voice vote, **MOTION AS AMENDED CARRIED UNANIMOUSLY**

**MOTION MOTION BY MEMBER ATKINS, SECOND BY MEMBER LONGFELLOW** to move the Committee into Executive Session under 5 ILCS 120/2(c)(2) – Collective Bargaining or Salary Schedules at 4:20 p.m.

On voice vote, **MOTION CARRIED UNANIMOUSLY**

Chairman Rich-Stimson moved the Committee out of Executive Session at 4:33 p.m.

**RECESS** Chairman Rich-Stimson recessed the meeting at 4:33 p.m.

(transcribed by S. Gullette)

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

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**RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve the attached Memorandum of Understanding with the Illinois Fraternal Order of Police Labor Council and Sheriff's Office Corrections Unit; and

WHEREAS, the changes are outlined in the attached Appendix E – Overtime Guidelines; and

WHEREAS, any sections of the current Collective Bargaining Agreement that are not specified in Appendix E will remain the same.

THEREFORE BE IT RESOLVED that the County Board ratifies said agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Tazewell County Sheriff, the Labor Representative of Policemen's Benevolent Labor Committee, Payroll and the Auditor of this action.

PASSED THIS 25<sup>th</sup> DAY OF SEPTEMBER, 2024.

ATTEST:

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

\_\_\_\_\_  
Tazewell County Board Chairman

## Memorandum of Understanding

This Agreement, entered into and effective this \_\_\_\_ day of August, 2024, by and between the Tazewell County Sheriff's Office, hereinafter referred to as "Employer", the IL Fraternal Order of Police Labor Council, hereinafter referred to as "Union" representing the Tazewell County Sheriff's Office Corrections Unit, hereinafter referred to as "Employees".

WHEREAS the parties wants to modify the current collective bargaining agreement, specifically Attachment E, Overtime Distribution, and

WHEREAS, both parties are agreeable to this change; and

NOW THEREFORE the parties agree to amend the applicable provisions, Attachment E, of the Collective Bargaining Agreement as follows:

- 1) The Parties agree to replace the current Attachment E with the updated Attachment E which is part of this agreement.
- 2) The Parties warrant that they have the authority to enter into this Agreement.
- 3) Any sections of the current Collective Bargaining Agreement, that are not specified above, will remain the same.

For The Employees:

\_\_\_\_\_  
Rob Scott ILFOPLC

\_\_\_\_\_  
Union President

\_\_\_\_\_  
Dated

For the Employer:

\_\_\_\_\_  
Tazewell County Sheriff

\_\_\_\_\_  
County Board Chairman

## APPENDIX E - OVERTIME GUIDELINES

### 1. **Eligibility for overtime:**

- A. No Officer is eligible for overtime (2) shifts after their regular shift when calling in sick.
- B. No Officer will be called for overtime on the weekend before/after their week off. A week can consist of any combination of P/D's, Comp Days, Vacation days, and or Trade days (a week is considered 5 consecutive days).
- C. An Officer is eligible for overtime before and after they have taken a P/Day, Comp Day, Vacation day, Trade Day, But Can Not Be Forced.

### 2. **Callout procedure will be as follows:**

- A. The first voluntary overtime callout of the fiscal year will be by seniority. From then on it will be on a rotation basis starting at the top with the first eligible officer.
- B. A "yes", "no", or a "force" will rotate you to the bottom of the list.
- C. A "no contact" or not being eligible keeps you in your present position.
- D. The results of the overtime callout will be entered in the computer immediately.
- D. When contacted for a voluntary overtime an officer may indicate a willingness to work a four hour portion of the overtime if no other officer voluntarily accepts the full eight (8) hour shift. The decision to allow an officer to voluntarily work four (4) hours of the overtime rests with the employer. The member will be informed of the employer's decision once they have completed their efforts to find a volunteer for the full eight (8) hour overtime shift. If multiple officers volunteer to work four hours priority shall be given to the officer who volunteers first. The parties agree that the Employer will favor allowing an officer to work four (4) hours of overtime on a voluntary basis to prevent the forcing of eight (8) hours on another employee. If the employer rejects the request, they shall have a reasonable basis.
- E. The employer will allow the splitting of a voluntary shift. The split will be four (4) and (4) hours. The officers who wish to split a voluntary shift must commit to do so at the first contact with the employer. Any officer who affirmatively commits to working four (4) hours of overtime on a voluntary basis, as described in paragraphs D and E, will be responsible for completing that work assignment and failure to do so may result in discipline.

### 3. **The forcing procedure will be as follows:**

- B. The Officer with the least amount of seniority will be forced first. Ties go by seniority. Eligibility will be determined by the last date forced, not the number of forces.
- C. Correctional Officers released off the FTO program will be placed at the bottom of the rotation call out list.

- D. Shift Command will leave a voice mail on an incoming Officer's phone letting them know they have been forced for overtime. If the Officer does not receive the voice mail they will be notified once they arrive for their scheduled shift.
- E. An Officer is not eligible to be forced (2) shifts after their "Friday" shift unless deemed necessary.
- F. A scheduled Personal Day, Comp Day, Vacation day and or Trade day will take precedence over an Officer's "Friday" or an Officer who volunteers to work on their weekend.
- G. An officer may call in to accept the forced overtime of another officer if the notification to the Employer of such change is made within at least one (1) hour after the force has been issued and no less than one (1) hour before the beginning of the shift on which the forced overtime will be worked.
- H. If an Officer is forced to work an 8-hour shift immediately following the shift said Officer is currently working, the Officer who is forced may reach a voluntary agreement with another Officer to split the "forced shift" into two equal four (4) hour shifts. The Officer forced to work the 8-hour shift after the Officer's current shift must work the first 4-hour increment of the forced shift, and another Officer may then agree with the forced Officer to work the second 4-hour increment of the forced shift. Any agreement to split the forced shift must be reported by the forced Officer to the JOS on duty at the beginning of the forced shift, and the forced Officer must provide the JOS with the name of the Officer who will work the second 4-hour increment of the forced shift. At the start of the second 4-hour increment of the forced shift, both the forced Officer and the Officer who has agreed to work the second 4-hour increment of the forced shift shall present themselves to the JOS on duty to verify that the Officer who agreed to work the second 4-hour increment is present in the jail and ready to work, at which time the JOS will grant the forced Officer permission to go off-duty and leave the jail. The forced Officer will not be allowed to cease working the forced overtime shift until the Officer who agreed to work the second 4-hour increment of the forced shift is present inside the jail, in uniform, and ready to work and the forced Officer has been granted permission to leave by the JOS. If the Officer who agreed with the forced Officer to split the shift does not show up to work at the start of the second 4-hour increment of the forced shift, the forced Officer may not go off-duty and may not leave the jail, but must instead continue to work the second 4-hour increment of the split shift.

If the forced Officer leaves the jail before the Officer who agreed to work the second 4-hour increment is present inside the jail, in uniform, and ready to work, the forced Officer shall be subject to discipline for abandoning his/her post, up to and including termination of employment. Except only in cases of on-duty injury or with the written permission of the JOS on-duty based on a personal or family emergency, if, after the commencement of the second 4-hour increment of the forced shift, the

Officer who agreed to work the second 4-hour increment of the forced shift leaves the jail at any time prior to completing said second 4-hour increment of the forced shift, said Officer shall be subject to discipline for abandoning his/her post, up to an including termination of employment.

The Sheriff, Jail Superintendent, Assistant Jail Superintendent, or any JOS so authorized by the Sheriff and/or Jail Superintendent, may reject the splitting of the forced overtime shift at his/her discretion based on the current staffing needs of the jail, which discretion may not be unreasonably exercised under the circumstances.

**Any voluntary agreement to split a forced shift made between the forced Officer and another Officer shall not in any way alter the normal rotation of overtime call-out as outlined in this Contract. The Officer who voluntarily agrees to work the second 4-hour increment of the split shift shall not be rotated to the bottom of the call-out list based on the employee's agreement to work the second 4-hour increment of the shift.**

4. The Holiday overtime will be called out separately and logged separately.
5. Overtime guidelines are subject to change in accordance to the operational needs of the Tazewell county justice Center.



**COMMITTEE REPORT**

HR-24-22

Mr. Chairman and Members of the Tazewell County Board:

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

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**RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve a Stop Loss Carrier,

WHEREAS, Illinois State Statutes at 55 ILCS 5/5-1022 provide that the general requirement to competitively bid purchases in excess of \$30,000 does not apply to contracts which by their nature are not suitable to competitive bids pursuant to an ordinance adopted by the County Board; and

WHEREAS, attempts to obtain pricing through the statutory competitive bidding process is not possible due to the disclosure of protected health information of members;

WHEREAS, the Wyman Group serves as the County's Consultant for the County's health, dental and vision benefits plan; and

WHEREAS, the Wyman Group obtained pricing from the Stop Loss Carrier and has recommended Pareto/HCC, who was selected in 2024 based on rates and not raising deductibles on individuals (lasers). It is again recommended by our health plan consultant, Tim Wyman, and HR to renew the agreement for the County's group stop loss with Pareto/HCC from 9/30/2024 through 10/1/2025; and

WHEREAS, Pareto/HCC has partnerships with Health Joy telemedicine, Cancer Care, and offers free or discounts services through these partnerships; and

THEREFORE BE IT RESOLVED, the County Board approves these recommendations and authorizes the County Board Chairman to execute the agreements with Pareto/HCC,

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

PASSED THIS 25<sup>th</sup> DAY OF SEPTEMBER 2024

ATTEST:

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

\_\_\_\_\_  
County Board Chairman

STOP LOSS INSURANCE  
**HCC LIFE INSURANCE COMPANY**  
Three Town Park Commons, 225 TownPark Drive, Suite 350  
Kennesaw, Georgia 30144 (800-447-0460)

**APPLICATION**

1. **Full Legal Name of Applicant and Address:**  
County of Tazewell  
11 S 4TH St Ste 114  
Pekin, IL 61554-4281  
Telephone No.:
2. **Applicant is a/an (check one):**  
 Single Employer Plan       Student Plan  
 Union or Taft Hartley Plan  
 Association Plan or MEWA  
 Other:
3. **Policy Period:** Effective Date: 10/01/2024      Expiration Date: 09/30/2025
4. **Full Legal Name of Affiliates, Subsidiaries and other major locations to be included in coverage:**  
  
Address of Affiliates or Subsidiaries:  
 None       See attached listing
5. **Nature of Business of the Applicant to be Insured:**  
Executive Offices
6. **Contact Person at Applicant:**
7. **Enter full name of the Medical Benefit Plan(s):** Tazewell County Benefit Plan  
A signed copy of such Medical Benefit Plan(s) will form part of this contract.
8. **Name and Address of Claims Administrator:** Consociate, Inc. 440 N Main Street East Peoria, IL 61611
9. **Agent of Record:** C.L. Wyman & Associates, Inc.
10. **Estimated Initial Enrollment:** Single: 182 Employee + Spouse: 19 Employee + Child(ren): 25 Family: 43  
Total Covered Units: 269
11. **Retirees Covered:**  Yes     No
12. **The Utilization Review vendor will be:** CIGNA - UR
13. **Deposit Premium (Minimum of first month's estimated premium):** \$ 67,496.36  
Please review the deposit premium on the Monthly Premium Accounting Worksheet.
14. **SPECIFIC STOP LOSS INSURANCE:**  Yes     No
- A. Covered Expenses Paid under the Medical Benefit Plan for the following Plan Benefits are covered for Specific Stop Loss Insurance (not included unless checked):  
 Medical     Prescription Drug Card     Prescription Drugs Under Medical     Other:
- B. Specific Deductible in each Policy Period per Covered Person: \$125,000
- C. Contract Basis: 24/12  
Covered Expenses Incurred from 10/01/2023 through 09/30/2025, and Paid from 10/01/2024 through 09/30/2025.
- If a claim is eligible under two different Contract Bases, it may only be filed for reimbursement in the earliest Contract Basis under which it is eligible.**
- D. Specific Policy Period Reimbursement Maximum per Covered Person: Unlimited
- E. Monthly Specific Premium Rates:  
Single: \$165.85 Employee + Spouse: \$330.36 Employee + Child(ren): \$292.38 Family: \$496.20
- F. Specific Percentage Reimbursable: 100%
- G. Specific Terminal Liability Option:  Yes     No  
Specific Terminal Liability Option premium per Covered Person per month:

**15. AGGREGATE STOP LOSS INSURANCE:**  Yes  No

A. Covered Expenses Paid under the Medical Benefit Plan for the following Plan Benefits are covered for Aggregate Stop Loss Insurance (not included unless checked):

- Medical  Dental  Weekly Income  Vision  Prescription Drug Card  
 Prescription Drugs Under Medical  Other:

B. Minimum Annual Aggregate Deductible: \$5,830,713.96  
 (Subject to the Definition of Minimum Annual Aggregate Deductible in the Policy)

C. Contract Basis: 24/12  
 Covered Expenses Incurred from 10/01/2023 through 09/30/2025, and Paid from 10/01/2024 through 09/30/2025.

**If a claim is eligible under two different Contract Bases, it may only be filed for reimbursement in the earliest Contract Basis under which it is eligible.**

D. Aggregate Policy Period Reimbursement Maximum: \$1,000,000

E. Monthly Aggregate Factors:

Monthly Factors	Combined	Medical	Dental	Weekly Income	Vision	Prescription Drugs
Single	\$1,237.70					
Employee + Spouse	\$2,465.48					
Employee + Child(ren)	\$2,182.04					
Family	\$3,703.17					

F. Aggregate Percentage Reimbursable: 100%

G. Loss Limit: \$125,000  
 For the purposes of Aggregate Stop Loss Insurance, the Loss Limit is the maximum amount of Covered Expenses Incurred by each Covered Person, which can be used to satisfy the Annual Aggregate Deductible.

H. Monthly Deductible Advance Reimbursement Option:  Yes  No

I. Aggregate Terminal Liability Option:  Yes  No

J. Aggregate Premium:

1.  Annual Premium payable in advance for Policy Period:
2.  Monthly Premium rate per Covered Unit: Composite: \$8.88
3.  Monthly Deductible Advance Reimbursement premium per Covered Unit per month:
4.  Aggregate Terminal Liability Option premium per Covered Unit per month:

**SPECIAL LIMITATIONS:**

It is understood and agreed by the Applicant that:

1. The Applicant is financially sound, with sufficient capital and cash flow to accept the risks inherent in a "self-funded" health care plan, and
2. The Claims Administrator retained by the Applicant will be considered the Applicant's agent, and not the Company's agent, and
3. All documentation requested by the Company must be received within 90 days of the Policy effective date, is subject to review by the Company and may require adjustment of rates, factors, and / or Special Limitations to accommodate for abnormal risks, and
4. The Stop Loss Insurance applied for herein will not become effective until accepted by the Company, and
5. Premiums are not considered paid until the premium check is received by the Company, is paid according to the rates set forth in the Application, and all items required to issue the Policy have been returned to the Company. Premiums are subject to refund should any outstanding policy requirement not be met within 90 days of the Policy's effective date, and
6. This Application will be attached to and made a part of the Policy issued by the Company, and
7. The Medical Benefit Plan(s) attached shall be the basis of any Stop Loss Insurance provided by the Company and such Medical Benefit Plan(s) conforms with all applicable State and Federal statutes, and
8. Any reimbursement under the Stop Loss Insurance provided by the Company shall be based on Covered Expenses Paid by the Applicant in accordance with the Medical Benefit Plan(s) attached hereto, and
9. After diligent and complete review, the representations made in this Application, the disclosures made, and all of the information provided for underwriters to evaluate the risk, are true and complete.

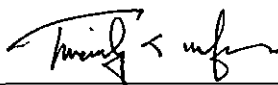
**FRAUD STATEMENT:**

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Full Legal Name of Applicant: County of Tazewell

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Officer / Partner Signature (print name)

  
Licensed Agent Signature Tim Wyman (print name)

**For HCC Life Insurance Company Use Only: ACCEPTANCE**

Accepted on behalf of the Company, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

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

Policy No.: \_\_\_\_\_