

EMPLOYMENT AGREEMENT FOR
COUNTY ENGINEER

This **EMPLOYMENT AGREEMENT** is made and entered into this 13th day of November 2020, by and between the **COUNTY OF UNION, ILLINOIS**, a body politic and corporate (the "County"), and **JEFF DENNY** (the "Employee", and together with the County, the "Parties").

In consideration of the mutual promises, covenants and agreements herein contained, intending to be legally bound, the Parties agree as follows:

1. **EMPLOYMENT** – The County hereby agrees to employ Employee, and Employee hereby agrees to serve, subject to the provisions of the Agreement, as an employee of the County in the position of County Engineer of the County of Union. Employee will perform all services and acts reasonably necessary to fulfill the duties and responsibilities of the position of County Engineer as described in the Illinois Highway Code (605 ILCS 5) including, but not limited to, the following:
 - a. Prepare or cause to be prepared, plans, specifications, and estimates for all bridges and culverts to be built by the County, and to supervise the construction of all bridges and culverts; and
 - b. act for the County in all matters relating to the supervision of the construction or maintenance of any highway constructed or maintained in whole or in part at the expense of the County; and
 - c. advise and direct the Union County Board of Commissioners, when requested in writing, as to the best methods of construction, repair or maintenance of township and district roads; and
 - d. upon request by the Union County Board of Commissioners, prepare or cause to be prepared all maps, plans, specifications and estimates of costs needed in order to comply with the provisions of Section 6-701.1 of the Illinois compiled statutes; and
 - e. supervise the construction and maintenance of all county highways within the county; and
 - f. keep record of all contracts and purchases of materials, machinery or apparatus to be used in road construction in excess of \$5,000 approved by Employee; and
 - g. act for the County in all matters relating to the construction and maintenance of county unit district roads; and
 - h. perform such other lawful duties as may be prescribed by law or as may be required or directed by a majority of the Union County Board of Commissioners; and
 - i. maintain any and all qualifications, certificates and/or licenses as are necessary to fulfill his duties and receive any and all additional training or education as is required by law; and
 - j. subject to the approval and supervision of the Union County Board of Commissioners, the Engineer shall have the authority, subject to compliance with any collective bargaining agreements, and County directives, to perform the following:
 1. To make a determination as to when Union County Highway Department employees shall work overtime. Overtime payments shall be properly documented and submitted to the Union County Board of Commissioners for approval.

2. To purchase parts for the repair of County Highway equipment. However, all purchases must be subsequently approved by the Union County Board of Commissioners.
3. To attend to the ministerial function approving progress payments on contracts which are approved by the Union County Board of Commissioners.

2. **TERM** – The term of this Agreement shall be for a period of six (6) years beginning on December 15, 2020 and running through December 14, 2026 provided, however, this agreement shall terminate prior to December 14, 2026 upon the occurrence of any of the following:
 - (a) resignation of the Employee; or
 - (b) termination of this Agreement by agreement of the Parties; or
 - (c) determination by the Union County Board of Commissioners of incompetence, neglect of duty or malfeasance in office per the Illinois Compiled Statute 605 ILCS 5/5-203.

3. **SALARY and BENEFITS** – The Employee shall be paid an annual salary as follows:

Beginning December 15, 2020	\$112,000.20
Beginning December 15, 2021	\$114,240.10
Beginning December 15, 2022	\$116,524.72
Beginning December 15, 2023	\$118,855.10
Beginning December 15, 2024	\$121,232.28
Beginning December 15, 2025	\$123,657.04

Employee shall receive all insurance benefits, Social Security benefits, IMRF, and all other benefits as are provided for full time County employees.

The County shall provide the Employee with a vehicle to be used solely in performing his duties under this Agreement. In situations where a vehicle is not available, the Employee may be reimbursed for use of the Employee’s personal vehicle in performing his duties under this Agreement. Reimbursement shall be at the approved Internal Revenue Service mileage rate effective at the time of such use of the Employee’s personal vehicle.

4. **PAID TIME OFF** – Paid time off shall accrue as follows:
 - Twenty (20) days of paid vacation each fiscal year at an accrual rate of 13.33 hours per month.
 - Twelve (12) sick days each fiscal year at an accrual rate of 8 hours per month.

Vacation should be scheduled with appropriate notice. A maximum of twenty (20) unused vacation days can be carried over each fiscal year. All other vacation time unused at the end of the fiscal year shall be forfeited. A maximum of two-hundred forty (240) days may be accumulated by Employee to be used toward IMRF service credit upon retirement. Employee shall receive holidays as designated by the Board of Commissioners.

5. **HOURS OF EMPLOYMENT** – Employee shall be required to devote a sufficient number of hours per week on or off site to satisfactorily perform the duties described herein. Employee shall work, or otherwise account for a minimum of (40) hours per week, with additional hours as required.

6. **UNION COUNTY HIGHWAY DEPARTMENT EMPLOYEES-** Employees of the County that perform services for the Union County Highway Department shall be hired by the Employee. Employee shall utilize the Human Resource Director to ensure compliance with state and federal laws. Among those employed by the Employee, one (1) Foreman may be selected by Employee, who shall serve solely at the direction and discretion of the Employee. The Employee shall be responsible for all disciplinary actions regarding such employees of the Union County Highway Department up to and including dismissal; provided, however, prior to dismissal of any employee of the Union County Highway Department, the Employee shall consult with the Union County State's Attorney, the Board of Commissioners of the County and the Human Resource Director regarding the dismissal.
7. **EQUIPMENT AND PERSONNEL-** The County shall provide for the Union County Highway Department all equipment and personnel reasonably required as determined by the County, consistent with the financial condition of the County and upon consultation with the Employee.
8. **COUNTY BOARD MEETINGS –** Employee shall attend meetings of the Board of Commissioners of the County as scheduled and requested by the Board of Commissioners of the County and provide the Board of Commissioners of the County with any requested information and reports.
9. **AMENDMENT, MODIFICATION AND WAIVER –** No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing, signed by Employee and by the Chairman of the Board of Commissioners of the County. The failure of either party to this Agreement to enforce any of its terms, provisions or covenants will not be construed as a waiver of the same or of the right of such party to enforce the same. Waiver by either party hereto of any breach or default by the other party of any term or provision of this Agreement will not operate as a waiver of any other breach or default.
10. **SEVERABILITY –** In the event that any one or more of the provisions of this Agreement will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement will not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this Agreement will be held to be excessively broad as to duration, activity or subject, such provisions will be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.
11. **SURVIVORSHIP –** the respective rights and obligations of the parties hereunder will survive any termination of this Agreement to the extent necessary for the intended preservation of such rights and obligations.
12. **EACH PARTY THE DRAFTER –** This Agreement and the provisions contained in it will not be construed or interpreted for or against any party to this Agreement because that party drafted or caused that party's legal representative to draft any of its provisions.
13. **GOVERNING LAW –** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws principles.

14. **HEADINGS** – All descriptive headings of sections and paragraphs in this Agreement are intended solely for convenience, and no provision of this Agreement is to be construed by reference to the heading of any section or paragraph.

15. **COUNTERPARTS** – This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COUNTY OF UNION,


ILLINOIS

EMPLOYEE

By: 
Chairman, Board of Commissioners


Jeff Denny, County Engineer

ATTEST:


Lance Meisenheimer, County Clerk