

EMPLOYMENT AGREEMENT FOR CHIEF DEPUTY

THIS AGREEMENT is made and entered into this 4th day of June, 2012, by and between the UNION COUNTY SHERIFF (the "Sheriff") and the COUNTY OF UNION, ILLINOIS, a body politic and corporate (the "County" and together with the Sheriff, the "Employer"), and SCOTT HARVEL, of Jonesboro, Union County, Illinois (the "Employee", and together with the Employer, 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 Employer hereby agrees to employ Employee, and Employee hereby agrees to serve, subject to the provisions of the Agreement, as an employee of the Employer in the position of Chief Deputy of the Union County Sheriff's Office. Employee will perform all services and acts reasonably necessary to fulfill the duties and responsibilities of the position of Chief Deputy of the Union County Sheriff's Office including, but not limited to, the following:

- (a) as directed by the Sheriff, competently and efficiently direct and supervise the operations of the Union County Sheriff's Office, including supervision and discipline of bargaining unit employees and formulation of management policies with regard to labor relations, and perform all duties as required by law; and
- (b) 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.

As Chief Deputy, the Employee shall be a Deputy Sheriff and the highest ranking employee of the Sheriff.

2. **TERM** - The term of this Agreement shall be for a period beginning on June 4, 2012 and running through November 30, 2015; provided, however, this Agreement shall terminate prior to November 30, 2015 upon the occurrence of any of the following:

- (a) resignation of the Employee; or
- (b) termination of this Agreement by agreement of the Employee and the Sheriff; or
- (c) the date on which the Employee has engaged in conduct that constitutes Cause (as defined below), and after the Sheriff has provided the Employee with notice of termination for Cause.

For purposes of this Agreement, "Cause" will mean the occurrence of any of the following events, as reasonably determined by the Sheriff:

- (i) Employee's willful and continued refusal to substantially perform his duties hereunder; or
- (ii) Employee's conviction of a felony or his guilty plea or entry of a plea of nolo contendere to a felony charge; or
- (iii) Employee's breach of any material term of this Agreement or of the Sheriff's written policies and procedures, as in effect from time to time; provided, however, such termination for Cause will only be effective if the conduct constituting Cause is not cured by Employee within five (5) days of receipt by Employee of written notice specifying in reasonable detail the nature of the alleged breach.

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

Beginning June 4, 2012:	\$56,500
Beginning December 1, 2012:	\$57,663
Beginning December 1, 2013:	\$58,816
Beginning December 1, 2014:	\$59,992

The Employer shall provide the Employee with a vehicle to be used solely in performing his duties under this Agreement. In the alternative, the Employee shall 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.

Employee shall receive any and all insurance benefits, Social Security benefits, I.M.R.F. benefits and all other benefits as are provided to all other Sheriff's employees.

Upon termination of this Agreement, other than for Cause as defined in Section 2, the employee shall revert back to the previous position of employment with the Sheriff and shall retain all benefits of employment based on years of service, including seniority, as provided in any collective bargaining agreement between hourly employees of the Sheriff then in effect.

4. **HOURS OF EMPLOYMENT** - Employee shall be required to devote a sufficient number of hours per week to satisfactorily perform his duties as described herein; provided, however, Employee shall work, or otherwise account for, a minimum of 40 hours per week.

5. **VACATION, SICK LEAVE AND HOLIDAYS; RECORDKEEPING** - Employee shall be entitled to four (4) weeks of vacation per calendar year during the term of this Agreement. Employee shall be allowed to carryover two (2) weeks of unused vacation time to

the following calendar year. All unused vacation time at the end of each calendar year may be taken at the current rate of pay if such vacation time is not otherwise used or carried over to the following year.

Employee shall receive sick leave at the rate of one (1) day per month. Upon retirement or resignation, up to ninety (90) days of any accumulated sick days shall be paid to the Employee. Any remaining sick days shall be used toward I.M.R.F. service credit as allowed by I.M.R.F. guidelines.

Employee shall receive the same recognized holidays as hourly employees of the Sheriff.

Employee shall keep an accurate record of days worked, vacation days, sick days and shall otherwise account for a minimum of 40 hours per week. Employee shall make this record available to the Employer upon request.

6. **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 the Employee and by the Employer. 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.

7. **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

constructed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

8. **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.

9. **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.

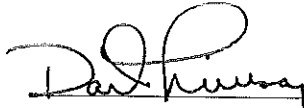
10. **GOVERNING LAW** - This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws principles.

11. **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.

12. **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.

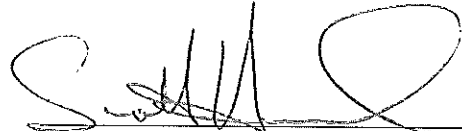
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

UNION COUNTY SHERIFF



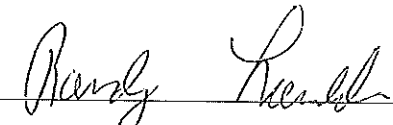
DAVID LIVESAY

EMPLOYEE




SCOTT HARVEL

COUNTY OF UNION, ILLINOIS

By: 

**RANDY LAMBDIN, Chairman,
Union County Board of Commissioners**

ATTEST:



BOBBY TOLER, JR., Union County Clerk