

# AGREEMENT No. 2015-18

## INTERGOVERNMENTAL AGREEMENT BETWEEN FRANKLIN COUNTY, ILLINOIS AND THE CITY OF SESSER, ILLINOIS FOR THE REGULATION OF RAFFLES WITHIN THE CITY OF SESSER

### I. PREAMBLE:

#### A. Purpose:

It is the goal of the City of Sesser, Illinois to allow Franklin County to establish a system for the licensing of organizations to operate raffles within the city limits of the City of Sesser, Illinois, which is a municipality located within the boundaries of Franklin County, pursuant to 230 ILCS 15/2(a).

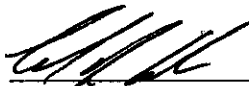
#### B. Terms:

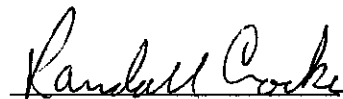
For and in consideration of good and valuable consideration, which includes the establishment of a consistent and fair procedure for the licensing and regulations of raffles within the City of Sesser, Illinois, The City of Sesser agrees to allow Franklin County to establish a system for the regulation and operation of raffles with the corporate limits of the City of Sesser, Illinois and hereby transfers all power of regulation, enforcement, licensing, including any proceeds obtained from the licencing of said raffles, to Franklin County, an Illinois County..

### II. REVOCATION:

This agreement may be revoked by either the City of Sesser or Franklin County by giving 30 days written notice to the Clerk of either entity. Any raffles which were licensed prior to the date of said notice shall remain valid and shall be regulated according to the Ordinances of Franklin County.

This agreement is entered into on this 13<sup>th</sup> day of August, 2015 with approval of the respective boards of Franklin County and the City of Sesser, Illinois.

  
\_\_\_\_\_  
Mayor Jason Ashmore  
City of Sesser, Illinois

  
\_\_\_\_\_  
Chairman Randall Crocker  
Franklin County, Illinois



# Benton Fire Department

107 N. Maple Street

Benton, IL 62812

Phone: 618-439-2511 Fax: 618-438-0704

*"An Ounce of Prevention, is Worth a Ton of Water"*

8/7/2015

Cc: Commissioner Moore

Mayor Kondritz,

I spoke with Commissioner Moore on Thursday August, 6 2015 concerning the appointment to the Franklin County 911 board. I advised Commissioner Moore that it was my understanding and past practice that the Benton Fire Chief has held a position on that board for the past 3 chiefs and over 15 years. I advised Commissioner Moore that I would be honored to serve on the board and help move the invaluable system into the future. Feel free to contact me with any questions or concerns.

Very Respectfully,

Shane Cockrum  
Fire Chief

AGREEMENT NO. 2015-19

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**FRANKLIN COUNTY ANIMAL CONTROL**

**And**

**THE LABORERS' INTERNATIONAL UNION OF NORTH  
AMERICA,**

**THE SOUTHERN AND CENTRAL ILLINOIS LABORERS'  
DISTRICT COUNCIL**

**AND**

**LABORERS' LOCAL UNION 773**

**DURATION: JUNE 1, 2015 THROUGH MAY 31, 2018**

# COLLECTIVE BARGAINING AGREEMENT

## PREAMBLE

This Agreement is entered into by the County of Franklin, a body politic, by its duly constituted County Board and the Animal Control of Franklin County, hereinafter referred to as "the Employer", and the Laborers' International Union of North America, The Southern and Central Illinois Laborers' District Council, and Laborers' Local 773, hereinafter referred to as the "UNION".

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees wages, hours and working conditions.

In consideration of mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

## ARTICLE 1 RECOGNITION

### Section 1. Unit Description

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment of all full-time employees in the bargaining unit, as follows:

**Unit A:** Includes all full-time sworn Animal Control personnel.

### Section 2. Supervisors

Supervisors may continue to perform bargaining unit work.

### Section 3. Short-Term / Part-Time Employees

The Employer may continue to utilize the services of short-term and part-time employees to perform bargaining unit work in accordance with past practice, providing such utilization does not reduce hours and benefits of bargaining unit personnel. Part-time employees who do not normally work more than nineteen (19) hours in the work week and short term or part-time employees shall not be recognized as a part of the bargaining unit.

## ARTICLE 2

## NEW CLASSIFICATIONS AND VACANCIES

### Section 1. Classifications

The job duties and manpower needs in Franklin County Animal Control, and accordingly, the terms and conditions of employment may vary as allowed by this Contract.

### Section 2. New Classifications

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Union agree to jointly petition the Federal Mediation and Conciliation Services to seek the necessary unit clarification.

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 2nd step of the grievance procedure.

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

- (1) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employers work force;
- (2) Like positions with similar job content and responsibilities within the labor market generally;
- (3) Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the decision.

If the decision of the second step grievance committee or arbitrator is to increase the pay grade of the position classification, such rate change shall be applied from the date of its installation.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with the posting and bidding procedures of this Agreement.

### Section 3. Vacancies

Vacancies shall be created and filled by the County.

## ARTICLE 3 NON-DISCRIMINATION

**Section 1. Equal Employment Opportunity**

The Employer will continue to provide equal employment opportunity for all employees, and develop and apply equal employment practices.

**Section 2. Prohibition Against Discrimination**

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical disability, sexual orientation, a person having obtained a Order of Protection, or against a person who has sought an Order of Protection, or the exercise of constitutional rights.

**Section 3. Union Membership or Activity**

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

**Section 4. Use of Masculine Pronoun**

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

The Employer possesses the sole right to operate the Animal Control of the County and all management rights repose in it. Nothing herein shall affect the internal control authority of the Supervisor. Except as specifically amended, changed or modified by the Agreement, these rights include, but are not limited to, the following:

- (1) To direct all operations of the County;
- (2) To establish reasonable work rules and schedules of work;
- (3) To hire or promote transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the County;
- (4) To suspend, discharge and take other disciplinary action against employees for just cause;
- (5) To lay off employees;
- (6) To maintain efficiency of County operations;
- (7) To introduce new or improved methods or facilities;
- (8) To change existing methods or facilities;
- (9) To determine the kinds and amounts of services to be performed as pertains to County operations; and the number and kind of classifications to perform such services;

- (10) To contract out for goods or services;
- (11) To take whatever action is necessary to carry out the functions of the County in situations of emergency.
- (12) Relieve employees from duty because of lack of work or other legitimate reasons;
- (13) To make and enforce reasonable rules of conduct and regulations;
- (14) Determine quality;
- (15) Determine the number of hours of work and shifts per work week, if any;
- (16) Implement and maintain an employee assistance plan to determine the existence of potential drug/alcohol abuse.
- (17) The County reserves the right to continue with its practice of using volunteers to help accomplish the Animal Control mission and responsibilities of the County.

It is understood and agreed that any of the rights, powers, or authority the County had prior to the signing of this Agreement are retained by the County except those specifically abridged, granted, or modified by this Agreement.

## **ARTICLE 5** **DUES DEDUCTION AND FAIR SHARE**

### **Section 1. Dues Deduction**

Upon receipt of a written and signed authorization form (See Appendix "A") from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall, remit such deductions monthly to the Laborers Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Employer shall submit to the Labor Union with each dues payment a list of those employees from whom the dues deductions were made and the amounts of those deductions. The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

### **Section 2. Dues**

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employees the dues and/or financial obligation uniformly required and shall forward the full amount to the Union 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 Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement.

### **Section 3. Fair Share**

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process, contract administration in pursuing matters

affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above. The Employer shall with respect to any employee in whose behalf the Employer has not received a written authorization as provided for above, the Employer shall deduct from the wages of the employee the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

- (1) The Union has certified to the Employer that the affected employee has been delinquent in his obligation for at least thirty (30) days;
- (2) The Union has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Union of his obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee;
- (3) The Union has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Union for the purpose of determining and resolving any objections the employee may have to the fair share fee.

#### **Section 4. Religious Exemption**

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

#### **Section 5. Indemnification**

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) for all legal costs that shall arise out of or by reason of action taken or not taken by the Employer in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

### **ARTICLE 6** **SUBCONTRACTING**



**Section 1. General Policy**

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency. Further, as stated in the Management Rights Clause, nothing contained in this Contract shall prohibit or limit the right of the County to use volunteers to help accomplish the Animal Control mission and responsibility of the County

**ARTICLE 7**  
**NO STRIKE – NO LOCKOUT**

**Section 1. No Strike – No Lockout Commitment**

Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Union nor any employee shall refuse to cross any picket line, by whomever established. The employer agrees that it will not lock out employees during the term of this agreement.

**Section 2. Resumption of Operations**

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

**Section 3. Discipline of Strikers**

Any employee who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 1 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 employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

**ARTICLE 8**  
**PERSONNEL FILES**

**Section 1. Personnel Files**

The County shall comply with the Illinois Employees Personnel Record Act.

**Section 2. Inspection**

Upon request of an employee, the Employer shall reasonably permit an employee to inspect his personnel file subject to the following:

- (1) Such inspection shall occur within forty-eight (48) hours following receipt of the request;
- (2) Such inspection shall occur during daytime working hours Monday through Friday upon written request by the employee. Further, a Union representative may be present if requested;
- (3) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;
- (4) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
- (5) Pre-employment information and other matters exempt by the Illinois Personnel Records Review Act, such as reference reports, credit checks or information provided the Employer with a 'specific request that it remain confidential, shall not be subject to inspection or copying.

**Section 3. Notification**

Employees shall be given immediate notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

**Section 4. Limitation on Use of File Material**

It is agreed that any material or matter not available for inspection, such as provided in Section 1 and 2 above, shall be governed by Section 40/4 of the Personnel Records Review Act.

**Section 5. Employee Additions to Personnel File**

An employee may submit without the necessity of supervisory approval, documents to become a permanent part of the personnel file. Such documents shall include, but not be limited to, certificates of special training, letters of commendation, documentation of accomplishment, or other material that would be favorable to the employee's interests.

**ARTICLE 9**

**DISCIPLINE AND DISCHARGE**

**Section 1. Discipline and Discharge**

The parties recognize the principles of progressive and corrective discipline.

Disciplinary action or measures shall include only the following:

oral reprimand  
written reprimand demotion  
suspension (with or without pay) (notice to be given in writing)  
discharge

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be appealed. If the Employer has reason to reprimand an employee, it shall be done in private and in a manner that will not embarrass the employee before other employees or the public.

**Section 2. Limitation**

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. The Employer shall notify both the employee and Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

**Section 3. Pre-disciplinary Meeting**

For other than oral and written reprimands, prior to notifying the employee of the contemplated severe (i.e. suspension without pay or termination) discipline to be imposed, the Employer will normally meet with the employee involved and inform the employee of the reason for such contemplated discipline. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union Rep shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union Rep shall be available within an reasonable amount of time. If the employee does not request Union representation, a Union Rep shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

**ARTICLE 10**  
**DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

**Section 1. Definition of a Grievance**

A grievance is defined as any unresolved difference between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. No grievance shall be entertained or processed unless it is submitted at Step 1 (or at a higher step, if initially filed at a higher step) within ten (10) working days from the occurrence of the event first giving rise to the grievance or within ten (10) working days after the employee or the Union, through use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance.

**Section 2. Dispute Resolution**

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his immediate supervisor.

The employee shall make his complaint to his immediate supervisor. The supervisor will notify the employee of the decision within five (5) working days following the day when the complaint was made. Withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later.

### **Section 3. Representation**

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

### **Section 4. Subject Matter**

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievants position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought and the signature of the grieving employee(s) and the date.

### **Section 5. Time Limitations**

If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered denied. If the County does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article. The parties may also agree in writing to allow a grievance to be settled or withdrawn without precedent or prejudice.

### **Section 6. Grievance Processing**

No employee or Union representative shall leave his work assignment to investigate, file or process grievances without first making mutual arrangements with his supervisor, and such mutual arrangements shall not be denied unreasonably. In the event of a grievance, the employee shall always perform his assigned work task and grieve his

complaint later, unless the employee reasonably believes that the assignment endangers his safety.

**Section 7. Grievance Meetings**

A maximum of one (1) employees (the grievant and/or Union Rep) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later.

**Section 8. Steps in Procedure**

Disputes arising under this Agreement shall be resolved as follows:

**Step 1.**

If no agreement is reached between the employee and the supervisor, as provided for in Section 2 Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to and presented to the Supervisor no later than ten (10) working days after the employee was notified of the decision by the Supervisor. Presentation to and receipt of the grievance by the Supervisor or by certified mail shall constitute proof of service. Within five (5) working days after the grievance has been submitted, the Supervisor shall meet with the grievant and the Union Rep to discuss the grievance and make a good faith attempt to resolve the grievance. The Supervisor shall respond in writing to the grievant and the Union Rep within five (5) working days following the meeting.

Any decision of the Supervisor shall be considered precedent unless appealed to the next level.

In the event the grievance involves a personnel matter, any appeal from the Supervisor's decision proceeds to Step 3 of this grievance procedure.

**Step 2.**

If the grievance involves an economic issue, and is not settled at Step 1 the grievance may be referred in writing, within five (5) working days after the decision of the Supervisor, to the Franklin County Board. Within twenty (20) working days after the grievance has been filed with the Board, or its Committee, shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Board, or its Committee shall respond in writing to the grievant and the Union within five (5) working days following the meeting.

**Step 3.**

If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the Board's or its Committee's written decision or the expiration of the five (5) day period if the Board or its Committee fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration,

a representative of the Employer and the Union, the parties shall request the FMCS to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Union. The Employer and the Union shall take turns as to the first strike. The person whose name remains on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the city of Benton, Illinois unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witness.

Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the Employer and Union. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. Nothing in this Article shall preclude the Employer and Union from agreeing to use the expedited arbitration procedures of the FMCS. The decision and award of the arbitrator shall be made within a reasonable period of time following the hearing and shall be final and binding on the Employer, the Union and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

The Arbitrator shall have no power to add to or change the provisions of this Agreement. The Arbitrator's decision shall be final and binding on both parties.

## **ARTICLE 11** **SENIORITY**

### **Section 1. Definition of Seniority**

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire.

### **Section 2. Probation Period**

An employee is a "probationary employee" for the first ninety (90) days of employment. The County shall have the right to extend the probationary period for an additional thirty (30) days. No matter concerning the discipline, layoff or termination of, a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he has completed his probationary period. Upon the completion of his probationary period, he will acquire seniority from his date of hire.

**Section 3. Seniority List**

The Employer and Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial agreed list is attached hereto as Appendix "B" and made a part hereof.

**Section 4. Termination of Seniority**

An employee shall be terminated by the Employer and his seniority broken when he:

- (1) quits; or
- (2) is discharged for just cause; or
- (3) is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or
- (4) accepts gainful employment while on an approved leave of absence from Animal Control, or
- (5) is absent for three consecutive scheduled workdays without proper notification or authorization; or
- (6) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.

**Section 5. Seniority While On Leave**

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

**Section 6. Conflicts in Vacation**

Employees shall select the periods of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks. Provided however, that no more than one employee from each classification may take vacation at the same time, unless permission is granted by the Supervisor, and no employee shall receive priority for more than two weeks vacation per year.

**ARTICLE 12**  
**LAYOFF**

**Section 1. Layoff and Recall**

The Employer in his discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for reduction in services and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order:

1. Probationary employees within the affected department.
2. In the event of further reductions in force, employees will be laid off from the affected department in reverse order of their seniority and with ability to perform the remaining work available without further training.

Employees who are laid off shall be placed on a recall list of the department for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the department to which they are recalled without further training. If an employee is recalled to a position (or a similar position at same or higher rate of pay) and refuses it, such refusal shall terminate all further recall rights.

Employees who are eligible for recall shall be given seven (7) calendar days' notice of recall and notice shall be sent to the employee by certified or registered mail with a copy to the Union, providing that the employee must notify the Employer of their intention to return within five (5) days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notices by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation of the employee to provide the employer of their latest mailing address.

**ARTICLE 13**  
**UNION REPRESENTATIVES**

For the purpose of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

**Section 1. Grievance Processing**

Reasonable time while on duty shall be permitted Union representatives for the purpose of aiding or assisting or otherwise representing employees in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

**Section 2. Attendance at Convention or Conference**

Any employee(s) chosen as delegate(s) to an Union State or National Conference will, upon written application approved by the Union and submitted to the Employer with



at least fourteen (14) days notice, be given a leave of absence without pay for the period of time required to attend such convention or conference. This period of time not is to exceed one (1) week. The employee may utilize existing vacation or compensatory time in lieu of such unpaid leave, subject to scheduling requirements of Animal Control. Such requests shall not be unreasonably denied.

**Section 3. Union Negotiating Team**

Members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Union negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

**ARTICLE 14**  
**INDEMNIFICATION**

**Section 1. Legal Representation**

Employees shall have legal representation by the Employer in any civil cause of action brought against an employee resulting from or arising out of the performance of duties.

**Section 2. Cooperation**

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

**Section 3. Applicability**

The Employer will provide the protections as specified above, so long as the employee is acting within the scope of his employment and where the employee cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims. Acts of willful misconduct are not covered by this Article.

**ARTICLE 15**  
**HOLIDAYS**

**Section 1. Paid Holidays**

The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King Birthday	Columbus Day
Lincoln's Birthday	Veterans Day

Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day

Thanksgiving Day  
Friday following Thanksgiving  
Christmas Day

**Section 2. Working on Holidays**

Employees covered by this Agreement when their regularly scheduled day off falls on the actual day of a holiday, shall be paid a regular day's pay.

When an employee is called in from his regular day off on the actual day of a holiday, he shall be paid at his regular rate, for all hours worked in addition to his holiday pay.

Holiday pay shall be granted to animal Control for work performed on the actual day of the holiday. For the purposes of this Article, holiday pay shall be received by any employee whose work day begins during the twenty-four hour period 0000-2359 hours of the holiday.

**Section 3. Qualifying Work**

In order to qualify for holiday pay, all employees shall work their last regularly scheduled work day before the holiday and their first regularly scheduled work day after the holiday. Employees on approved paid time off on the work day before and/or after shall be considered working for purposes of this section.

**ARTICLE 16**  
**VACATIONS**

**Section 1. Vacation Scheduling**

Vacation shall be scheduled on a first-come first-serve basis.

**Section 2. Vacation Earned**

Employees shall accrue credit for vacations according to the following schedule:

1 Year through 5 Years	80 hours
6 Years through 10 Years	120 hours
More than 10 Years	the equivalent of one shift added per year to a maximum of 200 hours

Employees shall be permitted to take accrued vacation at any time of the year and in any increment of time from one (1) day to the entire credit. Employees must request vacation time at least forty eight (48) hours in advance which request may be denied based upon the needs of the County.

**Section 3. Carry-over of Vacation Credit**

Employees may carry a maximum of eighty six (86) hours of accrued vacation credit from year to year. Any accrued vacation credit in excess of eighty six (86) hours shall be paid at the hourly rate at the conclusion of the anniversary year.

**Section 4. Vacation Pay**

All vacation leave will be paid for at the regular hourly rate and on the basis of the hours in the normal work day.

**Section 5. Vacation Reduction**

The vacation schedule set forth in Section 1 assumes that employees work their scheduled number of hours each year. No vacation days or time shall accrue during scheduled work missed by an employee due to unpaid leave, workman's compensation, disability leave or unscheduled absence.

**ARTICLE 17**  
**SICK LEAVE**

**Section 1. Allowance**

It is the policy of Franklin County to provide protection for its fulltime employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one-day vacation or to be used to extend vacation periods or holidays.

Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay in accordance with this Agreement. An employee may also utilize sick days to care for members of his or her immediate family who are residents of the employee's household who are ill and in need of attention. Members of the immediate family for purposes of this Article are defined to be the employee's mother, father, wife, husband, daughter, son, or another person permanently residing in the home.

**Section 2. Accumulation**

Sick leave will be granted at the rate of one (1) sick day per month of service. Sick leave may be accumulated and carried over from year to year. No payments for unused sick leave will be made by the Employer at termination of employment or during employment except as provided in Section 5.

**Section 3. Procedures**

No employee will be permitted to take leave if it has not yet been earned. Sick leave shall be paid at full pay at the current rate of compensation.

Sick leave may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and for routine medical and dental appointments. All foreseeable leave for such purposes shall require a specific prior

approval of the Supervisor, in the event of sick leave for any purpose, the Supervisor may require the certificate of a physician giving information as to the circumstances involved.

Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. Failure to apply for a leave of absence for extended illness upon expiration of all such benefits will result in automatic termination.

Any absence of three (3) working days or longer may require a physician's statement of release and verification substantiating that he may return to work. In addition, when there is reasonable cause to suspect abuse of Sick Leave the Supervisor may require a physician's statement at any time. Notice of an employee's desire to return to work after an extended illness must be given to the Supervisor no less than forty-eight (48) hours in advance.

The Supervisor or any authorized supervisor may direct an employee who appears ill to leave work to protect the health of other employees. An employee shall be paid sick leave equivalent to the normally scheduled straight time day.

The Supervisor shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employees.

#### **Section 4. Sick Leave Abuse Sanctions**

For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken nor shall the employee accrue any rights such as seniority or other rights. Sufficient evidence of abuse shall be presumed if the employee is found not to be home or the employee cannot establish that he has sought medical treatment. "Abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the County in verifying illness.

#### **Section 5. Payment of Unused Sick Leave**

- (1) No reimbursement will be made for employees hired after December 1, 1992; such employees may apply their accrued sick leave toward their IMRF pension according to the rules and regulations of the pension plan;
- (2) Reimbursements shall not be made for employees discharged for just cause disciplinary reasons;

#### **Section 6. Sick Leave Notification**

It is the responsibility of each employee requesting paid sick leave to notify or cause notification to be made to his Supervisor at least one (1) hour before the time specific for the beginning of their work day. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for

that notification being made. If an employee becomes sick or ill during their work shift, he must notify or cause notification to be made to his Supervisor immediately.

In the event no sick leave notification is made thirty (30) minutes prior to the start of the workday, the employee's supervisor shall consider and handle the employee's absence as an absence without pay and discipline may be imposed unless - the employee can later substantiate and document that it was impossible to make or cause such notification. Sick leave notification as outlines above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Supervisor.

**Section 7. Use of Sick Days for Personnel Reasons**

Employees may use up to two (2) days of sick leave as personal days per year. Personal days shall not be carried over year to year. The use of the days must be approved by the Supervisor and requested at least one working day in advance except in those instances when the reason for the request of a personal day is of an emergency nature.

**Section 8. Sick Leave Transfer**

Upon written notification, bargaining unit members may donate a specified number of sick days to another bargaining unit member. Donation of sick days shall be strictly voluntary, and not subject to the grievance provisions of this agreement. Employees shall be limited to donating a total of not more than five (5) sick days per year. Employees who are resigning or retiring may not donate sick leave less than one hundred twenty (120) days prior to their last day of service.

**ARTICLE 18**  
**LEAVES OF ABSENCE**

**Section 1. Discretionary Leave**

- (1) The County Board may grant leaves of absence without pay or salary, for good cause.
- (2) No leave shall be granted for a period exceeding one-hundred and eighty (180) consecutive calendar days, nor shall any employee be granted a leave, or leaves, totaling more than one-hundred and eighty (180) days in a given calendar year without the approval of the County Board.
- (3) An employee on leave will not accrue any benefits whatsoever.

**Section 2. Absence Due to Death in Immediate Family**

- (1) In the event of the death of a spouse or child an employee shall be permitted to be absent from their job for five (5) ~~three (3)~~ days. In the event of the death of an immediate family member, an employee shall be permitted to be absent from her job for an appropriate number of days up to three (3) days per occurrence with prior notice to her Department Head, and for such day's absence, the employee shall receive compensation at her normal rate of pay. If the employee desires to be absent for more than three (3) days or five (5) days for a spouse or child, she may utilize previously earned, unused, vacation days and receive compensation for such additional day's absence at his normal rate of pay, provided that the Department Head approves such additional absence. Bereavement leave shall supersede all other approved leaves of absence.
- (2) Any absence to attend a funeral of anyone who is not a member of an employee's immediate family may be arranged with the Department Head, without pay, but previously earned and unused vacation days may be utilized in such case with the consent of the Department Head.

### **Section 3. Definition of Family**

Definition of Family: A member of the immediate family shall be defined to be any employee's mother, father, wife, husband, daughter, or son (including step and adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent or grandchild and significant other.

### **Section 4. Jury Duty**

An employee required to serve on a grand jury or petit jury shall be granted leave for the period required to serve on such jury without loss of pay. Such employees shall sign a waiver of any compensation otherwise due them for serving on such jury if employee is serving in his official capacity and on duty.

### **Section 5. Military Leave**

Both the Union and the Employer agree that they will comply with all requirements of the Federal and State laws in reference to Military Leave.

### **Section 6. Disability Leave**

If paid sick leave benefits have been exhausted, an employee unable to work due to pregnancy, illness or disability (documented by a physician's statement), may be granted a leave of absence without pay for up to six (6) months. To return to work after approved leave, the employee must provide a release from the attending physician and be qualified to perform the duties of the position last held. If an employee is unable to return to work at the end of six (6) months, additional leave time may be requested by the employee. Except as required by law, the Employer shall have no obligation to pay any insurance premium

of an employee on leave after the exhaustion of their rights under the Family Medical Leave Act.

**Section 7. Injury Leave**

An employee who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of worker's compensation. Employees on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Department.

**Section 8. Prohibition Against Misuse of Leaves**

During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

**Section 9. Updated Training**

Any employee who has been on any leave or lay off for more than sixty (60) days must show that they have obtained any additional required training that was imposed while on leave or lay off. The employer will pay the cost of any class required for updated training.

**ARTICLE 19**  
**HOURS OF WORK AND OVERTIME**

**Section 1. Workday and Workweek**

The normal workweek shall be defined as forty (40) hours of actual work performed in the seven-day period Monday through Sunday. The normal workday for Deputies shall be defined as eight (8) consecutive hours generally the work day shall be 7:00 a.m. through 3:00 pm. The County reserves the right to change the time the work day begins based upon the needs of the County. The normal workday for Correctional Officers shall be defined as eight (8) consecutive hours.

All time actually worked in excess of the hours in the normal workweek shall be compensated at time and one-half (1 ½).

**Section 2. Overtime Payment**

Overtime shall be paid to the employees covered by this Agreement at time and one half (1 ½) their regular wage for all hours worked in excess of forty (40) within a work week.

**Section 3. Overtime Assignment**

1. The Employer may continue to use part-time employees for overtime assignments consistent with the requirements of Illinois law.

## **Procedure**

In the absence of an emergency situation, the following guidelines shall be used for the effective filling of overtime shifts.

1. It shall be management's decision on shift/OT replacement.
  2. Filling of shift applies to all partial or full overtime shifts.
  3. On duty employees, upon receiving notification from management shall make contact and maintain the overtime list.
  4. The first and second numbers are then called leaving a message or voice mail. If there is no response within ten (10) minutes, lack of response is considered a "No" or "Refusal". The next contact is then notified.
  5. If a message cannot be left, a second attempt to re-contact is made within ten (10) minutes. If no answer is received, it is considered a "No" or "Refusal".
  6. Overtime shall not be assigned more than twenty four (24) hours in advance.
  7. If the entire rotation is contacted with negative results, management is to be notified.
- (2) Involuntary overtime. If no employee voluntarily accepts overtime then the Employer may assign based upon inversion order of seniority (less Senior Employee first).
- (3) Excessive overtime. The employer recognizes that requiring employees to work excessive amounts of overtime and/or to work two full shifts in a row can create safety risks for both the employees and the public. The employer, therefore, agrees that no employee shall be required to work more than fifteen (15) consecutive hours, except in the case of an unexpected emergency.

### **Section 4. Call Back**

A call back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time on a regularly scheduled work day shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the overtime rate.

### **Section 5. Court Time**

Employees covered by this Agreement, required to attend court outside their regularly scheduled work hours shall be compensated at the overtime rate with a minimum of two (2) hours.

### **Section 6. Work Schedule**



Work schedules showing the employee's shift (which shall include days off) shall be posted on the Animal Control bulletin boards at all times.

**Section 7. Meal Periods**

Employee shall receive a paid, working meal break, and shall be considered a part of the eight (8) hour work day.

**Section 8. Compensatory Time**

No compensatory time will be awarded under the terms of this agreement.

**ARTICLE 20**  
**WAGES/LONGEVITY**

Wages and length of service for present employees is attached hereto as Appendixes 'B' and "B"-1 two percent (2%) increase for each year of the contract. Should the County require certification, the employee shall receive an additional .25 ¢ per hour. All new hires shall be at the rate of \$10.00 an hour. Upon the signing of this original Collective Bargaining Agreement, the salaries for full-time Animal Control Officers shall be \$23,000.00 for the first year with two (2) percent increases for each of the remaining years. The Supervising Animal Control Officer shall receive \$24,000.00 at the time of the signing of this Agreement with two (2) percent increases for each year of the remaining two (2) years.

**ARTICLE 21**  
**INSURANCE AND PENSION**

**Section 1. Employer's Contribution for Health Insurance**

The Employer agrees to provide one hundred percent (100%) of the employee's monthly contribution toward the cost of health, life and dental insurance benefits to any employee individually enrolled in the County health, life and dental insurance program. To be eligible to participate in the health, life and dental insurance program and to receive the Employer contribution, an employee must be a full-time employee defined for purposes of this Article as an employee who is regularly assigned and works on average at least thirty five (35) hours per week.

The Employer agrees to provide 100% of employees monthly contribution toward the cost of health insurance benefits to any employee individually enrolled in the county health insurance program. To be eligible to participate in the health insurance program and to receive the Employer contribution, an employee must be a full-time employee defined for purposes of this Article as an employee who is regularly assigned and works on the average at least 35 hours per week.

**Section 2. Pension**

Employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by State Statute.

**ARTICLE 22**  
**LABOR MANAGEMENT / SAFETY COMMITTEE**

**Section 1. Labor Management Conferences**

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union 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 and locations shall be limited to:

- (1) Discussion of the implementation and general administration of this Agreement.
- (2) A sharing of general information of interest to the parties.
- (3) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- (4) Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances.
- (5) Items concerning safety issues.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

**Section 2. Integrity of Grievance Procedure**

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 discussed in detail at labor management conferences, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Union, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

**Section 3. Safety Issues**

Any report or recommendation which may be prepared by the Union or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Union.

**Section 4. Union Rep Attendance**

When absence from work is required to attend labor-management conferences, employees shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Employees attending such conferences shall be limited to two (2).

**ARTICLE 23**  
**GENERAL PROVISIONS**

**Section 1. Union Access to Work Site**

Authorized representatives of the National or State Union shall be permitted to visit the Department during working hours to talk with employees of the local Union and/or representatives of the Employer concerning matters covered by this Agreement.

**Section 2. Union Access to Records**

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent.

**Section 3. Required Inoculations**

The Employer agrees to pay all expenses for inoculation or immunization shots for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty.

**Section 4. Work Rules**

Work rules of the Franklin County Animal Control which are not in conflict with this Agreement shall continue in full force and effect.

**Section 5. Secondary Employment**

Employees covered by this Agreement shall have no restrictions as to secondary employment, except as stated hereinafter:

- (1) Secondary employment shall not interfere with the regularly scheduled hours or the performance of duties.
- (2) Employees shall notify the supervisor, in writing, of any secondary employment, which shall include a general description of the duties to be performed.

- (3) In the event the secondary employment involves a requirement to be bonded, the employee shall present documentation to the of the bond provided and a statement that liability insurance is provided by the secondary employer.
- (4) Employees shall not use departmental equipment or insignia in the performance of duties for the secondary employer.

**Section 6. Training**

The Employer shall make reasonable efforts to equally distribute and offer training opportunities to all bargaining unit personnel. The Supervisor may adjust work schedules to accommodate training needs to minimize overtime liability.

**ARTICLE 24**  
**CLOTHING ALLOWANCE**

The County budget for the Animal Control Department shall contain a sum of not less than \$1,000.00 for use by the Animal Control Officers for the purchase and maintenance of standard uniforms. Receipts for the purchase of any uniform items must be provided to the County.

**ARTICLE 25**  
**BULLETIN BOARDS**

The Employer shall provide the Animal Control Office with a bulletin board upon which the Office may post notices and other items pertaining to the Office. All items posted are the responsibility and property of the Office and no items shall consist of any material that is crude, offensive, vulgar, or discriminatory. The Office agrees to indemnify and hold harmless the Employer from any claims, lawsuits or actions involving information on their bulletin boards.

**ARTICLE 26**  
**SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful invalid or unenforceable.

**ARTICLE 27**  
**CELL PHONE/PAGER**

All employees must have a cell phone to be employed under this Agreement. It is understood that a cell phone is standard equipment for Animal Control personnel. Employees are responsible for providing a cell phone for on duty work.

**ARTICLE 28**  
**ON CALL**

As a condition of the employees all full-time employees in the Bargaining Unit shall rotate being on call. While on call, the employee must respond with a reasonable period of time, but they are free to participate in the normal activities of life (e.g. all personnel, entertainment, and family duties and activities) during the period of time that they are on call.

**ARTICLE 29**  
**COMPLETE AGREEMENT**

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

**ARTICLE 30**  
**DURATION**

**Section 1. Term of Agreement**

This Agreement shall be effective from June 1, 2015 and shall remain in full force and effect until May 31, 2018. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one hundred and twenty (120) days prior to 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 2. Continuing Effect**

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new Agreement or part thereof between the parties.

**Section 3. Successor Negotiations**

The parties agree that if either side decides to reopen negotiations making any changes in the Agreement, the other party may so notify the other no more than one-hundred and twenty (120) days prior to the expiration of this Agreement or the extension

thereof. In the event such notice to negotiate is given, then the parties shall meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this Agreement shall be served upon the other party by certified mail, return receipt requested.

**Section 4. Further Negotiations**

The parties agree that should the Supervisor decide to implement a Substance Abuse Testing Program during the term of this Agreement, he shall notify the Union and, if requested, negotiate the terms and effects of such a program.

**ARTICLE 31**  
**DRUG AND ALOCHOL TESTING**

The County may require drug and alcohol testing of all applicants and of employees upon a reasonable suspicion or after accidents when employee negligence, lack of good judgment, or lack of coordination or proper reactions are reasonably suspected. Such testing shall be conducted by a reputable, certified testing laboratory and, except as otherwise mutually agreed by the County and the Union, shall apply the standards for a positive test recommended by the National Institute of Drug Abuse. An employee who tests positive and refuses to seek treatment will be subject to immediate discharge without recourse to the grievance procedure. Employees who seek and complete an approved treatment program will be reinstated and place on a last change agreement which terms shall include five (5) years of unscheduled testing.

**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 18<sup>TH</sup> day of August, 2015.

**FOR THE EMPLOYER:**

**Franklin County:**

Randall Crocker  
Randall Crocker, County Board Chairman

9-18-15

Date

Greg Woolard  
Greg Woolard, County Clerk

9-18-15

Date

**FOR THE UNION:**

**Laborers' Local 773:**

Kevin L. Starr  
Kevin L. Starr, Business Manager

9-18-15

Date

**The Southern and Central Illinois  
Laborers' District Council:**

Clint B. Taylor  
Clint B. Taylor, Business Manager

Sept 18 2015

Date

**APPENDIX "A"**  
**DUES CHECK-OFF AUTHORIZATION FORM**

**LABORERS' LOCAL 773**  
**5102 LABORERS' WAY**  
**MARION, IL 62959**

**AFFILIATED WITH**  
**THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**

**(Franklin County Animal Control)**

I, \_\_\_\_\_, (print name), do hereby assign to Laborers' Local Union No. 773, Laborers' International Union of North America, such amounts from my wages as shall be required to pay an amount equivalent to the initiation fees, readmission fees, membership dues, and assessments of the Local Union as may be established for its members from time to time. My Employer, including my present Employer and any future Employer, is hereby authorized to deduct amounts from my wages and pay the same to the Local Union and/or its authorized representative, in accordance with the Collective Bargaining Agreement in existence between the Union and my Employer.

This authorization shall become operative upon the effective date of each Collective Bargaining Agreement entered into between my Employer and the Union.

This authorization shall be irrevocable for a period of one year, or until termination of the Collective Bargaining Agreement in existence between my Employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one year each, or for the period of any subsequent Agreement between my Employer and the Union, whichever is shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable Collective Bargaining Agreement between my Employer and the Union, whichever occurs sooner. Furthermore, this check-off authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union.

Union Dues and fees are not tax deductible as charitable contributions for federal income tax purposes. Local dues may qualify as business expenses, however, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.



This assignment has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

( \_\_\_\_\_ )  
*Telephone Number* *Employee Signature*

\_\_\_\_\_  
*Date of Birth* *Social Security Number*

\_\_\_\_\_  
*City* *State* *Zip Code*

\_\_\_\_\_  
*Initiation Fee* *Date Employed* *Dues*

**APPENDIX 'B'**  
**WAGE RATES**

**Thad Snell:** \_\_\_\_\_ **Shannon Tate:**

<b><u>2015: \$14.14/hr</u></b>	<b><u>2015: \$13.46</u></b>
<b><u>2016: \$14.56/hr</u></b>	<b><u>2016: \$13.86</u></b>
<b><u>2017: \$14.85/hr</u></b>	<b><u>2017: \$14.14</u></b>

**All New Hires shall have a starting pay rate of \$12.50/hr.**

**Animal Control Department Supervisor shall receive a (\$3,000.00) per year to be pro-rated if the "Supervisor" title is given in a partial year of the contract.**

TO: FRANKLIN COUNTY TREASURER  
 FROM: FRANKLIN COUNTY CLERK  
 RE: JULY, 2015

The following fees were received from the Franklin County Clerk during the month of July 1, 2015.  
 As per the Revised Illinois State Statutes, the fees were submitted to the Franklin County Treasurer.

Recording & Filing Fees	23,829.00	
less: \$ 4.00 per instrument fee	2,132.00	
less: \$19.00 per instrument fee	10,127.00	
Sub-Total for Recording & Filing Fees		11,570.00
RHSP - County -- \$.050 per instrument fee		216.00
RHSP - IDOR -- \$9.00 per instrument fee		3,888.00
Real Estate Stamps		8,410.50
Assumed Name		15.00
Cert Birth, Marriage, Death & Rec.		2,425.00
Copy Services		1,469.50
Marriage Licenses / Civil Union		1,020.00
Miscellaneous		286.49
Notary		80.00
Tax Deeds		10.00
Tax Redemption Fee (58)		2,320.00
Cash Drawer		(54.00)
<i>Vital Records -- Cert Death Record: 10 x 4 = 40 fee acct. check #1270</i>		<i>(40.00)</i>
<i>Marriage Families Domestic Violence Fund: 34 x 5 = 170 fee acct. check #1271</i>		<i>(170.00)</i>
<i>Rental Housing Support Program Fund</i>		
-- IDOR: 432 x 9 = 3,888 e f. transfer		<i>(3,888.00)</i>
#341 - County Clerk Fees		\$27,558.49
19-371 - \$4.00 per instrument and/or micro-filming (533 documents)		2,132.00
59-352 - \$19.00 per instrument GIS (533 documents)		10,127.00
190-371 - \$0.50 per instrument Clerk County (432 documents)		216.00
59-352 - Approval of Legal Description		150.00
362 - Franchise Fee -- Mediacom		26.12
322 - Liquor License		30.00
Sub-Total		\$40,239.61
#361 - Interest Accrued for July, 2015		
Fee Account	\$ 0.88	
Tax Redemption	\$ 2.06	
TOTAL RECEIVED BY THE COUNTY CLERK		\$40,242.55
Fee Account - Check #1272	\$37,920.49	
Tax Account - Check #2827	\$ 2,322.06	
TOTAL FEES SUBMITTED AUGUST, 2015 TO THE FRANKLIN COUNTY TREASURER -		\$40,242.55

ORDINANCE NO. 2015- 03

AN ORDINANCE AMENDING AND REPLACING  
FRANKLIN COUNTY ORDINANCE #2014-4  
ESTABLISHING A SYSTEM  
FOR THE LICENSING OF ORGANIZATIONS TO OPERATE  
RAFFLES AND POKER RUNS IN THE COUNTY OF FRANKLIN, ILLINOIS

WHEREAS, the Franklin County Board has determined that it is in the best interest of the welfare and safety of its citizens that the conduct or operation of raffles in the unincorporated areas of Franklin County or in any municipalities located within the boundaries of Franklin County who have entered into an agreement with Franklin County concerning the regulation of raffles, be licensed and regulated; and that the conduct and operation of Poker Runs be licensed and regulated throughout Franklin County;

WHEREAS, Illinois "Raffles and Poker Runs Act", 230 ILCS 15/0.01 *et seq.* (2014) authorizes the governing body of any county within the State of Illinois to establish a system of licensing of raffles within the unincorporated areas of the county or in municipalities within the boundaries of Franklin County who have entered into an agreement with the county and poker runs throughout the county;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FRANKLIN COUNTY, ILLINOIS, NOW IN REGULAR SESSION, THAT THE FOLLOWING ORDINANCE TO LICENSE AND REGULATE RAFFLES AND POKER RUNS BE AND HEREBY IS ADOPTED, AMENDING AND REPLACING FRANKLIN COUNTY ORDINANCE 2014-4 OR ANY OTHER COUNTY ORDINANCES WHICH CONTAIN CONTRARY PROVISIONS:

**SECTION I: Definitions.** The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Business: A voluntary organization composed of individuals and businesses who have joined together to advance the commercial, financial, industrial and civic interests of a community.

Charitable organization: An organization or institution organized and operated to benefit an indefinite number of the public. The service rendered to those eligible for benefits must also confer some benefit on the public.

Educational organization: An organization or institution organized and operated to provide systematic instruction in useful branches of learning by methods common to schools and institutions of learning which compare favorably in their scope and intensity with the course of study presented in tax-supported schools.

Fraternal organization: An organization of persons having a common interest, the primary interest of which is to both promote the welfare of its members and to provide assistance to the general public in such a way as to lessen the burdens of government by caring for those that otherwise would be cared for by the government.

Hardship: A non-profit fundraising organization that has not been in existence continuously for a period of five (5) years immediately before making application for a license that the County determines to be organized for the sole purpose of providing financial assistance to an identified individual or group of individuals suffering extreme financial hardship as the result of an illness, disability, accident, or disaster.

Key location: The location where the poker run concludes and the prize or prizes are awarded.

Labor organization: An organization composed of workers organized with the objective of betterment of the conditions of those engaged in such pursuit and the development of a higher degree of efficiency in their respective occupations.

Licensee: An organization which has been issue a license to operate a raffle.

Net Proceeds: The gross receipts from the conduct of raffles, less reasonable sums expended for prizes, local license fees and other reasonable operating expenses incurred as a result of operating a raffle or poker run.

Non-profit: An organization or institution organized and conducted on a not-for-profit basis with no personal profit inuring to any one as a result of the operation.

Poker run: An event organized by an organization licensed under this chapter in which participants travel to multiple predetermined locations, including a key location, drawing a playing card or equivalent item at each location, in order to assemble a facsimile of a poker hand or other numeric score. "Poker run" includes dice runs, marble runs, or other events where the objective is to build the best hand or highest score by obtaining an item at each location.

Raffle: A form of lottery, as defined in Section 28-2(b) of the Criminal Code of 2012, conducted by an organization licensed under this Act, in which:

- (1) the player pays or agrees to pay something of value for a chance, represented and differentiated by a number or by a combination of numbers or by some other medium, one or more of which chances is to be designated the winning chance;
- (2) the winning chance is to be determined through a drawing or by some other method based on an element of chance by an act or set of acts on the part of persons conducting or connected with the lottery, except that the winning chance shall not be determined by the outcome of a publicly exhibited sporting contest.

Religious organization: Any church, congregation, society, or organization founded for the purpose of religious worship.

Veterans' organization: An organization or association comprised of members of which substantially all are individuals who are veterans or spouses, widows, or widowers of veterans, the primary purpose of which is to promote the welfare of its members and to provide assistance to the general public in such a way as to confer a public benefit.

## **SECTION II: Requirement of License.**

1. It shall be unlawful for any person, firm, business, corporation, organization or other entity to conduct or operate a raffle, or to sell, offer for sale, convey, issue, or otherwise transfer for value a chance on a raffle without having first obtained a license therefore pursuant to this Ordinance and the "Raffles and Poker Runs Act".
2. It shall be unlawful for any person, firm, business, corporation, organization or other entity to conduct or operate a poker run without having first obtained a license therefore pursuant to this Ordinance and the "Raffles and Poker Runs Act".

## **SECTION III: Application for a License for a Raffle**

1. Any person, firm, business, corporation, organization or other entity seeking to conduct or operate a raffle shall file an application therefore with the Franklin County Clerk on the forms provided by the County Clerk.
2. Applications for licenses under this Section must contain the following information:
  - (a) The name and address of the applicant organization;
  - (b) The type of organization that is conducting the raffle, *i.e.*, religious, charitable, labor, fraternal, educational, veterans or other;
  - (c) The length of existence of the organization and, if incorporated, the date and state of incorporation;
  - (d) The name, address, telephone number, and date of birth of the organization's presiding officer, secretary, raffles manager and any other members responsible for the conduct and operation of the raffle;
  - (e) The aggregate retail value of all prizes or merchandise awarded by a licensee in a single raffle;
  - (f) The maximum retail value of each prize awarded by a licensee in a single raffle;
  - (g) The maximum price which may be charged for each raffle chance issued or sold;

- (h) The maximum number of days during which chances may be issued or sold;
- (i) The area in which raffle chances will be sold or issued;
- (j) The time period during which raffle chances will be sold or issued;
- (k) The date, time, and name and address of the location or locations at which winning chances will be determined;
- (l) A sworn statement attesting to the not-for-profit character of the prospective licensee organization signed by the presiding officer and the secretary of that organization; and
- (m) A certificate signed by the presiding officer of the applicant organization attesting to the fact that the information contained in the application is true and correct.

3. An application for a license to conduct or operate a raffle shall be accompanied by a non-refundable filing fee. If the aggregate prize value is \$1,000.00 or less, the fee shall be \$25.00; if the aggregate prize value is more than \$1,000.00, the fee shall be \$25.00. Such fee shall be paid by certified funds, cash, or money order. The County Clerk shall refer the application to Franklin County Board Chairman.

4. The maximum aggregate retail value of all prizes or merchandise awarded in a single raffle shall be \$50,000.00; The maximum retail value of each prize awarded by a license in a single raffle shall be \$50,000.00; The maximum price which may be charged for each raffle chance issued or sold shall be \$100.00; The maximum number of days during which chances may be issued or sold shall be 180 days.

#### **SECTION IV: Application for a License for a Poker Run**

1. Any person, firm, business, corporation, organization or other entity seeking to conduct or operate a poker run shall file an application therefore with Franklin County Clerk on the forms provided by the County Clerk.

2. Applications for licenses under this Section must contain the following information:

- (a) The name and address of the applicant organization;
- (b) The type of organization that is conducting the raffle or poker run, *i.e.*, religious, charitable, labor, fraternal, educational, veterans or other;
- (c) The length of existence of the organization and, if incorporated, the date and state of incorporation;
- (d) The name, address, telephone number, and date of birth of the organization's presiding officer, secretary, and any other members responsible for the conduct and operation of the raffle or poker run;

(e) The name, address, and telephone number of all locations at which the poker run will be conducted;

(f) The time period during which the poker run will be conducted;

(g) The time of determination of winning chances and the location or locations at which the winning chances will be determined;

(h) A sworn statement attesting to the not-for-profit character of the prospective licensee organization signed by the presiding officer and the secretary of that organization; and

(i) A certificate signed by the presiding officer of the applicant organization attesting to the fact that the information contained in the application is true and correct.

3. An application for a license to conduct or operate a poker run shall be accompanied by a non-refundable \$25 filing fee. Such fee shall be paid by certified funds, cash, or money order. The County Clerk shall refer the application to the County Board Chairman.

#### **SECTION V: Licensee Qualifications.**

1. Raffle licenses and poker run licenses shall be issued only to bona fide religious, charitable, labor, business, fraternal, educational or veterans' organizations that operate without profit to their members and which have been in existence continuously for a period of 5 years immediately before making application for a license and which have had during that entire 5 year period a bona fide membership engaged in carrying out their objects, or to a non-profit fundraising organization that the Franklin County Board Chairman determines is organized for the sole purpose of providing financial assistance to an identified individual or group of individuals suffering extreme financial hardship as the result of an illness, disability, accident or disaster. The Franklin County Board Chairman may waive the 5-year requirement under this subsection for a bona fide religious, charitable, labor, business, fraternal, educational, or veterans' organization that applies for a license to conduct a raffle or poker run if the organization is a local organization that is affiliated with and chartered by a national or State organization that meets the 5-year requirement. The following are ineligible for any raffle or poker run license:

(a) Any person who has been convicted of a felony;

(b) Any person who is or has been a professional gambler or gambling promoter;

(c) Any person who is not of good moral character;

(d) Any organization in which a person defined in subsection (1), (2), or (3) of this section has a proprietary, equitable, or credit interest or in which such person is active or employed;



(e) Any organization in which a person defined in subsection (1), (2), or (3) of this section is an officer, director, or employee, whether compensated or not; and

(f) Any organization in which a person defined in subsection (1), (2), or (3) of this section is to participate in the management or operation of a poker run as defined in this section.

#### **SECTION VI: License Issuance.**

1. The Franklin County Board Chairman shall review all raffle license applications and all poker run license applications. The Franklin County Board Chairman shall, within thirty (30) days from the date of application, accept or reject a raffle or poker run license application. If an application is accepted, the Franklin County Board Chairman shall forthwith issue a raffle or poker run license to the applicant.

2. A raffle license or poker run license shall specify:

(a) The area or areas within the County in which raffle chances will be sold or issued or a poker run will be conducted;

(b) The time period during which raffle chances will be sold or issued or a poker run will be conducted; and

(c) The time of determination of winning chances and the location or locations at which the winning chances will be determined.

3. Any license issued under this Ordinance shall be non-transferrable.

4. A license shall be valid for one raffle event or one poker run only, unless the Franklin County Board Chairman specifically authorized a specified number of raffles or poker runs to be conducted during a specified period not to exceed one year.

5. A raffle license or poker run license may be suspended or revoked for any misrepresentation on the application, any violation of this Ordinance or State law, or when such raffle or poker run or portion thereof is conducted so as to constitute a public nuisance or to disturb the peace, health, safety or welfare.

6. Prominent Display of License:

(a) A raffle license shall be prominently displayed at the time and location of the determination of the winning chances.

(b) A poker run license shall be prominently displayed at each location at which the poker run is conducted or operated.

7. Miscellaneous Provision for Poker Run License: Any poker run license issued shall cover the entire poker run, including locations other than the key location. Each license issued shall include the name and address of each location at which the poker run will be conducted.

#### **SECTION VII: Conduct of Raffles and Poker Runs**

1. The operation and conduct of raffles and poker runs are subject to the following restrictions:

(a) The entire net proceeds of any raffle or poker run must be exclusively devoted to the lawful purposes of the organization permitted to conduct that game.

(b) No person except a bona fide member of the sponsoring organization may participate in the management or operation of the raffle or poker run.

(c) No person may receive any remuneration or profit for participating in the management or operation of the raffle or poker run.

(d) A licensee may rent a premises on which to determine the winning chance or chances in a raffle only from an organization which is also licensed under this Ordinance. A premises where a poker run is held is not required to obtain a license if the name and location of the premises is listed as a predetermined location on the license issued for the poker run and the premises does not charge for use of the premises.

(e) Raffle chances may be sold or issued only within the area specified on the raffle license and winning chances may be determined only at those locations specified on the license for a raffle. A playing card or equivalent item may be drawn only within the area specified on the poker run license and winning hands or scores may be determined only at those locations specified on said license.

(f) A person under the age of eighteen (18) years may participate in the conducting of raffles or chances or poker runs only with the permission of a parent or guardian. A person under the age of eighteen (18) years may be within the area where winning chances in a raffle or winning hands or scores in a poker run are being determined only when accompanied by his parent or guardian.

2. If a lessor rents premises where a winning chance on a raffle or a winning hand or score in a poker run is determined, the lessor shall not be criminally liable if the person who uses the premises for the determining of winning chances does not hold a license issued by the County.

#### **SECTION VIII: Manager-Bond.**

1. All operations of and conduct of raffles and poker runs shall be under the supervision of a single poker run manager designated by the organization. The manager or operator of the raffle or poker run must be a bona fide member of the organization holding the license for such a raffle or poker run and may not receive any remuneration or profit for participating in the management or operation of the raffle or poker run.

2. The manager shall give a fidelity bond in the sum of two times the aggregate amount of total prizes to be raffled or given as detailed in the application, conditioned upon his/her honesty in the performance of his/her duties. Terms of the bond shall provide that notice shall be given in writing to the County not less than thirty (30) days prior to its cancellation.

3. The Franklin County Board Chairman is authorized to waive this bond requirement by including a waiver provision in the license issued to an organization under this Ordinance, provided that a license containing such waiver provision shall be granted only by unanimous vote of the members of the licensed organization.

#### **SECTION IX: Records.**

(1) Each organization licensed to conduct raffles and chances or poker runs shall keep records of its gross receipts, expenses and net proceeds for each single gathering or occasion at which winning chances in a raffle or winning hands or scores in a poker run are determined. All deductions from the gross receipts for each single gathering or occasion shall be documented with receipts or other records indicating the amount, a description of the purchased item or service or other reason for the deduction, and the recipient. The distribution of net proceeds shall be itemized as to payee, purpose, amount and date of payment.

(2) Gross receipts from the operation of raffles or poker runs shall be segregated from other revenues of the organization, including bingo gross receipts, if bingo games are also conducted by the same non-profit organization pursuant to license therefor issued by the Department of Revenue of the State of Illinois, and placed in a separate account. Each organization shall have separate records of its raffles or poker runs. The person who accounts for the gross receipts, expenses, and net proceeds from the operation of raffles or poker runs shall not be the same person who accounts for other revenues of the organization.

(3) Each organization licensed to conduct raffles or poker runs shall report monthly to its membership, and to the County Clerk of Franklin County, Illinois, its gross receipts, expenses and net proceeds from raffles or poker runs, and the distribution of net proceeds itemized as required by this Section.

(4) Records required by this Section shall be preserved for three (3) years, and the organization shall make available their records relating to operation of poker runs for public inspection at reasonable times and places.

(5) The County shall maintain the records required by this Section in compliance with the "Raffles and Poker Runs Act" and the Local Records Act, 50 ILCS 205/1 *et seq.*

#### **SECTION X: Limited Construction**

Nothing in this Ordinance shall be construed to authorize the conducting or operating of any gambling scheme, enterprise, activity, or device other than raffles or poker runs as provided for herein.

**SECTION XI: Severability**

The articles, provisions, and sections of this Ordinance shall be deemed to be separable and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

**SECTION XII: Effective Date.**

This Ordinance shall be in full force and effect beginning on August 5, 2015 and shall amend and replace the terms of Franklin County Ordinance 2014-4 or any other county ordinances which contradict the terms of this ordinance.


Passed by the County Board this 18<sup>TH</sup> day of AUGUST, 2015.

AYES:	<u>8</u>
NAYS:	<u>1</u>
PRESENT:	<u>9</u>
ABSTAIN/ABSENT:	<u>0</u>

  
\_\_\_\_\_  
COUNTY CLERK

Passed and Approved this 17<sup>TH</sup> day of SEPTEMBER, 2015.

  
\_\_\_\_\_  
CHAIRMAN, FRANKLIN COUNTY BOARD

ATTEST:  
  
\_\_\_\_\_  
COUNTY CLERK

RESOLUTION No. 2015-35

COUNTY OF FRANKLIN

RESOLUTION FIXING JUROR COMPENSATION

**WHEREAS**, pursuant to authority of the Counties Codes Act, 55 ILCS 5/4-11001 as amended by Public Act 98-1132, and previous County Board Resolution, provides that the County Board compensates grand and petit jurors for their services, as designated by the above-referenced Acts; and

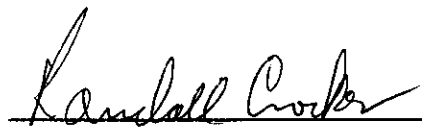
**WHEREAS**, the Counties Codes Act has been amended (Public Act 98-1132), effective June 1, 2015, mandating each county to pay grand and petit jurors for their services, the sums of \$25.00 for the first day and thereafter \$50.00 for each day of necessary attendance, or such higher amount as may be fixed by the County Board; and

**WHEREAS**, the County Board has previously authorized the payment of travel and meal expense to the jurors and the same is no longer required by state statute;


**NOW, THEREFORE, BE IT RESOLVED** by the County Board of the County of Franklin, that the fee to be paid by the County of Franklin to grand and petit jurors for their services in attending courts the sums of \$25.00 for the first day and thereafter \$50.00 for each day of necessary attendance with no reimbursement for travel and meal expense;

**BE IT FURTHER RESOLVED** that this Resolution is effective June 1, 2015.

**PASSED, APPROVED AND ADOPTED** this 8<sup>TH</sup> day of Aug, 2015 by the Franklin County Board in regular session assembled.

  
\_\_\_\_\_  
Randall Crocker  
Chairman Franklin County Board

ATTEST:

  
\_\_\_\_\_  
Greg Woolard  
Franklin County Clerk

RESOLUTION NO. 2015-36

WHEREAS, the County of Franklin 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 200 / 21-90; and

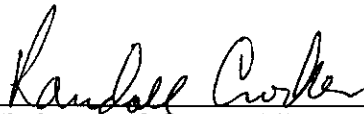
WHEREAS, pursuant to this program the County of Franklin, as trustee for the taxing districts involved, has acquired an interest in the real estate described on the attachment to this resolution; and

WHEREAS, it appears to the Franklin County Board that it would be to the best interest of the taxing districts of Franklin County to dispose of this interest in said property.

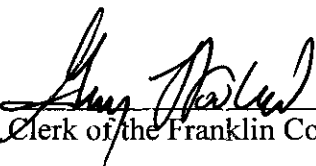
THEREFORE, the Franklin County Board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF FRANKLIN COUNTY, ILLINOIS, that the Chairman of the Board of Franklin County, Illinois, is hereby 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 following described real estate for the sums shown on the attachment and to be disbursed as shown and according to law.

Adopted by roll call vote on the 18th day of August, 2015

  
\_\_\_\_\_  
Chairman of the Franklin County Board

Attest:

  
\_\_\_\_\_  
Clerk of the Franklin County Board

**INSTRUCTIONS FOR RESOLUTIONS**  
(Please keep this copy with packet until routing is complete)  
Revised: June 2008

- 1) Agent mails to Committee for approval:
  - a) Original resolution with appropriate disbursement checks attached to each
  - b) Monthly Resolution List
  - c) Cover Resolution (1<sup>st</sup> time only)
  
- 2) Committee:
  - a) reviews resolutions and submits to full County Board
  - b) Cover Resolution & Resolution List are presented to County Board Members in their monthly packet
  
- 3) County Board:
  - a) **Dates each resolution with date of adoption or provides a copy of the Master Resolution which indicates the date of adoption.**
  - b) Chairman signs each resolution
  - c) County Clerk seals and attests each resolution
  - d) Retains Original of each resolution and copies each executed resolutions 2 times
  - e) Delivers to Treasurer the 2 copies with all checks
  
- 4) County Treasurer:
  - a) signs all checks
  - b) retains one copy of each resolution
  - c) retains Treasurer's check(s) for deposit
  - d) forwards Clerk's check (if any) to clerk
  - e) returns 1 copy of each resolution with Agent, Auctioneer & Recorder checks to:  
(& if necessary any refund checks)

**County Delinquent Tax Agent**  
**ATTN: RESOLUTIONS**  
**P. O. Box 96**  
**Edwardsville, IL 62025**

**FILED**  
**JUL 30 2015**  
*Angie Trask*  
**FRANKLIN COUNTY CLERK**

RES#	Account	Type	Account Name	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
08-15-001	20120403	SUR	CITY OF ZEIGLER	745.49	54.00	0.00	0.00	267.19	424.30
Totals				<b>\$745.49</b>	<b>\$54.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$267.19</b>	<b>\$424.30</b>

					Clerk Fees	<b>\$54.00</b>
					Recorder/Sec of State Fees	<b>\$0.00</b>
					Total to County	<b>\$478.30</b>

Committee Members



RESOLUTION No. 2015-35

COUNTY OF FRANKLIN

RESOLUTION FIXING JUROR COMPENSATION

**WHEREAS**, pursuant to authority of the Counties Codes Act, 55 ILCS 5/4-11001 as amended by Public Act 98-1132, and previous County Board Resolution, provides that the County Board compensates grand and petit jurors for their services, as designated by the above-referenced Acts; and


**WHEREAS**, the Counties Codes Act has been amended (Public Act 98-1132), effective June 1, 2015, mandating each county to pay grand and petit jurors for their services, the sums of \$25.00 for the first day and thereafter \$50.00 for each day of necessary attendance, or such higher amount as may be fixed by the County Board; and

**WHEREAS**, the County Board has previously authorized the payment of travel and meal expense to the jurors and the same is no longer required by state statute;


**NOW, THEREFORE, BE IT RESOLVED** by the County Board of the County of Franklin, that the fee to be paid by the County of Franklin to grand and petit jurors for their services in attending courts the sums of \$25.00 for the first day and thereafter \$50.00 for each day of necessary attendance with no reimbursement for travel and meal expense;

**BE IT FURTHER RESOLVED** that this Resolution is effective June 1, 2015.

**PASSED, APPROVED AND ADOPTED** this 8<sup>TH</sup> day of Aug, 2015 by the Franklin County Board in regular session assembled.

  
\_\_\_\_\_  
Randall Crocker  
Chairman Franklin County Board

ATTEST:

  
\_\_\_\_\_  
Greg Woolard  
Franklin County Clerk

RESOLUTION NO. 2015-36

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WHEREAS, pursuant to this program the County of Franklin, as trustee for the taxing districts involved, has acquired an interest in the real estate described on the attachment to this resolution; and

WHEREAS, it appears to the Franklin County Board that it would be to the best interest of the taxing districts of Franklin County to dispose of this interest in said property.

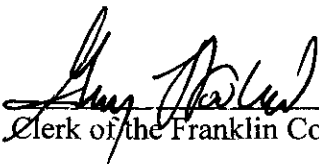
THEREFORE, the Franklin County Board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF FRANKLIN COUNTY, ILLINOIS, that the Chairman of the Board of Franklin County, Illinois, is hereby 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 following described real estate for the sums shown on the attachment and to be disbursed as shown and according to law.

Adopted by roll call vote on the 18th day of August, 2015

  
\_\_\_\_\_  
Chairman of the Franklin County Board

Attest:

  
\_\_\_\_\_  
Clerk of the Franklin County Board

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(Please keep this copy with packet until routing is complete)  
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- 2) Committee:
  - a) reviews resolutions and submits to full County Board
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- 3) County Board:
  - a) **Dates each resolution with date of adoption or provides a copy of the Master Resolution which indicates the date of adoption.**
  - b) Chairman signs each resolution
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  - a) signs all checks
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**County Delinquent Tax Agent**  
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**FILED**  
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*Angie Trask*  
FRANKLIN COUNTY CLERK

RES#	Account	Type	Account Name	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
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<b>Totals</b>				<b>\$745.49</b>	<b>\$54.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$267.19</b>	<b>\$424.30</b>

							Clerk Fees	<b>\$54.00</b>
							Recorder/Sec of State Fees	<b>\$0.00</b>
							Total to County	<b>\$478.30</b>

Committee Members



RESOLUTION  
No. 2015-37

WHEREAS, The County of Franklin, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Franklin, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

SEC TWP RNG ZEIGLER COAL CO 5THLOT 4 BLK 5

PERMANENT PARCEL NUMBER: 10-24-106-005

As described in certificate(s): 20120403 sold on November 09, 2012

Commonly known as: PRAIRIE ST.

and it appearing to the Delinquent Tax Committee that it would be to the best interest of the County to accept full payment of the delinquent taxes, penalties, interest, and costs from the owner of an interest in said property.

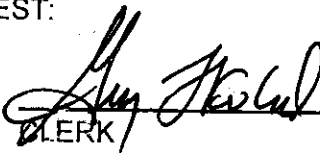
WHEREAS, City of Zeigler, has paid \$745.49 for the full amount of taxes involved and a request for surrender of the tax sale certificate has been presented to the Delinquent Tax Committee and at the same time it having been determined that the County shall receive \$424.30 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$54.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account. The remainder is the amount due the agent for his services.

THEREFORE, your Delinquent Tax Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF FRANKLIN COUNTY, ILLINOIS, that the Chairman of the Board of Franklin County, Illinois, authorizes the cancellation of the appropriate Certificate(s) of Purchase on the above described real estate for the sum of \$424.30 to be paid to the Treasurer of Franklin County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 18<sup>TH</sup> day of AUGUST, 2015

ATTEST:

  
CLERK

  
COUNTY BOARD CHAIRMAN