

RESOLUTION NO. 2015-21

ADOPTION OF 2015 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY
BY THE FRANKLIN COUNTY BOARD

WHEREAS, Franklin County is an active member of the Greater Egypt Regional Planning and Development Commission, and;

WHEREAS, the Greater Egypt Regional Planning and Development Commission has been designated as an Economic Development District, and;

WHEREAS, the Greater Egypt Regional Planning and Development Commission upon review and consideration of these activities did hereby adopt the initial "Overall Economic Development Program 1967," and subsequent revisions and updates; and

WHEREAS, the Overall Economic Development Program report has been replaced by the Comprehensive Economic Development Strategy and Annual Report; and

WHEREAS, the Greater Egypt Economic Development District revises and updates the aforementioned report annually, and

WHEREAS, the Economic Development goals and programs of Franklin County are addressed in the Comprehensive Economic Development Strategy, and

WHEREAS, these goals and objectives have been included in the revision and updating of the adopted AComprehensive Economic Development Strategy - 2015".

NOW, THEREFORE BE IT RESOLVED that Franklin County, upon review and consideration of this program, does hereby adopt the "2015 Comprehensive Economic Development Strategy", its goals, objectives, and projects.

BE IT FURTHER RESOLVED, that this resolution be spread at length upon the Minute Records of the proceedings of the Franklin County Board.

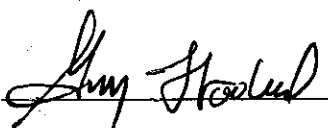
21st This Resolution adopted at the regular meeting of the Franklin County Board on this day of APRIL, 2015, A.D.

THE FRANKLIN COUNTY BOARD



ITS CHAIRMAN

ATTEST:



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

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

| | | |
|------------------------------------------------------------------------------------|-------------|-------------------|
| Recording & Filing Fees | 21,707.00 | |
| less: \$ 4.00 per instrument fee | 2,068.00 | |
| less: \$19.00 per instrument fee | 9,823.00 | |
| Sub-Total for Recording & Filing Fees | | 9,816.00 |
| RHSP - County -- \$.050 per instrument fee | | 175.50 |
| RHSP - IDOR -- \$9.00 per instrument fee | | 3,159.00 |
| Real Estate Stamps | | 5,640.00 |
| Assumed Name | | 25.00 |
| Cert Birth, Marriage, Death & Rec. | | 2,225.00 |
| Copy Services | | 1,682.75 |
| Election Business | | 146.08 |
| Marriage Licenses / Civil Union | | 570.00 |
| Miscellaneous | | 309.00 |
| Notary | | 40.00 |
| Take Notice | | 2,786.81 |
| Tax Redemption Fee (104) | | 4,160.00 |
| Cash Drawer | | 30.72 |
| <i>Vital Records -- Cert Death Record: 10 x 4 = 40 fee acct. check #1258</i> | | <i>(40.00)</i> |
| <i>Marriage Families Domestic Violence Fund: 19 x 5 = 95 fee acct. check #1259</i> | | <i>(95.00)</i> |
| <i>Rental Housing Support Program Fund</i> | | |
| -- IDOR: 351 x 9 = 3,159 e.f. transfer | | <i>(3,159.00)</i> |
| #341 - County Clerk Fees | | \$27,471.86 |
| 19-371 - \$4.00 per instrument and/or micro-filming (517 documents) | | 2,068.00 |
| 59-352 - \$19.00 per instrument GIS (517 documents) | | 9,823.00 |
| 190-371 - \$0.50 per instrument Clerk County (351 documents) | | 175.50 |
| 59-352 - Approval of Legal Description | | 50.00 |
| 362 - Franchise Fee -- New Wave Communication | | 3,301.74 |
| 322 - Liquor License | | 1,000.00 |
| Sub-Total | | \$43,890.10 |
| #361 - Interest Accrued for March, 2015 | | |
| Fee Account | \$ 0.26 | |
| Tax Redemption | \$ 1.25 | |
| TOTAL RECEIVED BY THE COUNTY CLERK | | \$43,891.61 |
| Fee Account - Check #1260 | \$39,730.36 | |
| Tax Account - Check #2720 | \$ 4,161.25 | |
| TOTAL FEES SUBMITTED APRIL, 2015 TO THE FRANKLIN COUNTY TREASURER - | | \$43,891.61 |

ELECTRIC SERVICE AGREEMENT
TERMS AND CONDITIONS

| CUSTOMER NOTICE & CONTACT INFORMATION | | | |
|-----------------------------------------------------------------------|------------------------------|-----------------------------------------------------------------------------------------------------------------|------------------|
| Illinois Power Marketing Company d/b/a HOMEFIELD ENERGY | | FRANKLIN COUNTY | |
| All Notices & Inquiries (weekdays between 7:30 AM and 4:30 PM) | | All Notices & Invoices, unless noted otherwise below (Please do not use P. O. Boxes for the Notices Address) | |
| Attn: | Customer Care | Attention: | GAYLA SINK |
| Street: | 1500 Eastport Plaza Drive | Street: | 202 W. MAIN |
| City, ST & Zip: | Collinsville, Illinois 62234 | City, ST & Zip: | BENTON, IL 62812 |
| Phone: | 888-451-3911, Option 3 | Phone: | 618-439-3743 |
| Fax: | 888-354-9837 | Fax: | 618-439-3741 |
| DUNS #: | 15-791-2432 | DUNS #: | 029983186 |
| Federal Tax ID #: | 37-1395583 | Federal Tax ID #: | 39-6000838 |
| All invoices should be mailed here, if different from above: | | | |
| <input type="checkbox"/> Check if to Service Address for each Account | | | |
| | | Attention: | ACCOUNTS PAYABLE |
| | | Street: | |
| | | City, ST & Zip: | |
| | | Phone: | |
| | | Fax: | |

| Send ACH Payments To: | Mail Payments To: | |
|--------------------------------------|--------------------------|------------------------------------------------------|
| JP Morgan Chase Bank | Standard Mail: | Overnight Delivery: |
| for Illinois Power Marketing General | Illinois Power Marketing | JP Morgan Chase Bank |
| ABA: 071000013 | 23532 Network Place | 131 S. Dearborn St., 6 th Floor |
| Account: 771057304 | Chicago, IL 60673-1235 | Chicago, IL 60603 |
| Preferred format is ACH-CTX. | | Attn: Lockbox 23532/Illinois Power Marketing General |

THIS EXECUTABLE OFFER BECOMES BINDING UPON EXECUTION SUBJECT TO CUSTOMER EXECUTING THE AGREEMENT PRIOR TO MIDNIGHT ON TUESDAY, APRIL 21, 2015!
THE TERMS AND CONDITIONS HEREIN ARE HIGHLY CONFIDENTIAL AND PROPRIETARY AND SHALL NOT BE RELEASED TO ANY PERSON, FIRM OR ENTITY WITHOUT THE EXPRESSED PERMISSION OF HOMEFIELD ENERGY.

TABLE 1: PRICING AND TERM INFORMATION

| Power Price (¢/kWh) | Initial Term Begins | Initial Term Ends |
|------------------------|---------------------|-------------------|
| 5.712 | May 2015 | May 2017 |

**ELECTRIC SERVICE AGREEMENT
TERMS AND CONDITIONS**

| ACCOUNT INFORMATION SHEET FOR | | | |
|-------------------------------|-------------------|------------|---------------------------------------------------|
| Franklin County | | | |
| AS OF 4/21/2015 | | | |
| Delivery Service Provider | Utility Account # | Bill Group | Service Location |
| CIPS | 9181000312 | 20 | 403 E MAIN ST BENTON, IL 62812 |
| CIPS | 8861006323 | 9 | RT 149 & PERSHING RD. WEST FRANKFORT, IL 62896 |
| CIPS | 5801041016 | 20 | 409 E WASHINGTON ST BENTON, IL 62812 |
| CIPS | 5603166024 | 20 | 411 E MAIN ST BENTON, IL 62812 |
| CIPS | 4143162026 | 20 | 407 E WASHINGTON BENTON, IL 62812 |
| CIPS | 3081001015 | 20 | 202 W MAIN ST BENTON, IL 62812 |
| CIPS | 2271009514 | 19 | 202 W MAIN ST RR1 BENTON, IL 62812 |
| CIPS | 1581000213 | 20 | PUBLIC SQ COURTHOUSE BENTON, IL 62812 |
| CIPS | 1417117014 | 19 | 13188 ODDFELLOW LN BENTON, IL 62812 |
| CIPS | 1271009427 | 19 | 13163 ODDFELLOW LN SE CITY BENTON, IL 62812 |
| CIPS | 0281000417 | 20 | 403 W MAIN ST BENTON, IL 62812 |

**ELECTRIC SERVICE AGREEMENT
TERMS AND CONDITIONS**

CUSTOMER MUST MAKE THESE ELECTIONS TO COMPLETE EXECUTION AND ESTABLISH BILLING
(Please consult your ACCOUNTS PAYABLE Department for any processing requirements they may have.)

✓ Please select **ONLY ONE** Delivery Option to ensure proper delivery of your monthly invoice:

| | |
|-------------------------------------|-------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | I prefer to receive invoices by mail to the address noted on the first page. |
| <input type="checkbox"/> | I prefer to receive invoices electronically , |
| | Email 1: _____; Email 2: _____ |
| <input type="checkbox"/> | I prefer to receive invoices by mail AND electronically : |
| | Email 1: _____; Email 2: _____ |

✓ Please select **ONLY ONE** Billing Option below: (These options are available regardless of whether you select "Master" or "Individual" Invoicing below.)

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | I prefer " Dual Billing ". (I will receive an invoice from the utility for delivery service charges and an invoice from Homefield Energy for energy supply charges.) |
| <input checked="" type="checkbox"/> | I prefer " Combined Billing ". (I will receive a combined invoice from Homefield Energy which includes utility Delivery Service Charges and Homefield Energy energy charges on one invoice.) |
| <i>* Note – If Combined Billing is selected, all accounts included in this Agreement will be removed from any summary invoicing, Budget Billing, and Direct Debit or Auto Pay with the utility. Any payment arrangements will be due to the utility in full. Combined billing is subject to acceptance by Delivery Service Provider ("DSP"). If rejected by DSP, billing options will default to Dual Billing.</i> | |

✓ Please select **ONLY ONE** Invoice Type: (Please consult your ACCOUNTS PAYABLE Department for any processing requirements they may have.)

| | |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | I prefer a " Master " invoice. (If you intend to remit a single payment for all accounts, it is suggested you choose a "Master" invoice.) |
| <input type="checkbox"/> | I prefer an " Individual " invoice. (If you will be remitting separate payments for each account, please choose to receive "Individual" invoices.) |

Check here if you are a local government entity as defined by 50 ILCS 505/Local Government Prompt Payment Act.

By signing this Exhibit A, Customer authorizes the DSP to enroll Customer's account for retail electric service supply provided by Homefield Energy.

After reviewing the Terms and Conditions of Electric Service, please sign below to enroll your electric service with Homefield Energy.

If you have any questions or need additional information, call us toll free at 1-888-451-3911, Option 3.

By your signature below, you are certifying you are authorized to enter into this Agreement with Homefield Energy.

**FRANKLIN COUNTY
(SIGN HERE)**

Signature: Randall Crocker Date: 4/21/15

Print Name: Randall Crocker

Print Title: Chairman, Franklin County Board

Upon execution, this Agreement is binding. Immediately e-mail a copy of the entire Agreement and all attachments by E-mail (HFEContracts@dynegy.com) OR fax (888-354-9837) a copy of the entire Agreement and all attachments. Retain a copy for your records. We will forward all necessary documents to the appropriate DSP.

ELECTRIC SERVICE AGREEMENT TERMS AND CONDITIONS

This Electric Service Agreement Terms & Conditions, and associated Exhibit A (collectively "Agreement"), by and between Illinois Power Marketing Company d/b/a Homefield Energy ("Homefield Energy") and Customer applies to, and represents the entirety of, Homefield Energy's and Customer's understandings and agreements regarding, Customer's Full Requirement Retail Power ("Retail Power"). Homefield Energy and Customer may be referred to herein individually as a "Party" and collectively as the "Parties".

Eligibility: This Agreement is only applicable to non-residential accounts that are less than 400 kW, and if more than one account less than 2,000 kW in aggregate, as defined by the DSP and as designated at the time of execution of this Agreement. Customer must return all pages of this signed Agreement. Homefield Energy reserves the right to not initiate service under this Agreement if, at Homefield Energy's sole discretion, it is determined Customer is ineligible for this offer.

Power Price: Homefield Energy will arrange for delivery of Customer's Retail Power. The Power Price noted in Exhibit A includes charges for energy, capacity, MISO network transmission and ancillary services, MISO market administration charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the Illinois state mandated Renewable Portfolio Standard requirements, if applicable, plus scheduling and load forecasting associated with the delivery of Customer's Retail Power. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

Term: Retail Power delivery will begin for each account, contingent upon confirmation of successfully enrolled Direct Access Service Request from the host utility, with the first available meter reading date of the month noted under Initial Term Begins in Table 1, or as soon as possible thereafter, and ends with the regularly scheduled meter reading date, for the month noted under Initial Term Ends in Table 1, unless Customer and Homefield Energy mutually agree to extend the Term of this Agreement in writing. Regularly scheduled meter reading dates are defined by the DSP Bill Group. If it is not possible to begin deliveries on the regularly scheduled meter reading date due to the DSP switching rules, Customer may request that Homefield Energy perform an off-cycle switch if account is eligible. If Customer so elects, Customer will receive an off-cycle switching charge on Customer's delivery service invoice from the DSP. **AFTER THE INITIAL TERM, THIS AGREEMENT SHALL CONTINUE ANNUALLY, TO BE KNOWN AS THE RENEWAL TERM, UNLESS TERMINATED BY EITHER THE CUSTOMER OR HOMEFIELD ENERGY IN THE MANNER PRESCRIBED IN THE CHANGES IN TERMS & CONDITIONS AND FINANCIAL RESPONSIBILITY SECTIONS BELOW.**

Change in Terms & Conditions: If Homefield Energy intends to change any of the terms or conditions of this Agreement for a Renewal Term, including but not limited to Power Price, Homefield Energy will provide Customer written notification of those changes no less than 30 days prior to the Renewal Date. The Renewal Date is the date 15 days prior to the conclusion of the Term or Renewal Term, as applicable. Customer shall notify Homefield Energy within 10 days after the issuance a notice of change to the terms or conditions, and no later than the Renewal Date, with written notice to Homefield Energy of its intent to terminate service under this Agreement. If Customer elects not to continue for the Renewal Term, Homefield Energy will return Customer's accounts to DSP service rates effective with the next available meter read date.

Financial Responsibility: Homefield Energy reserves the right to require a satisfactory credit review of Customer's payment practices prior to commencing service. If Customer's credit becomes unsatisfactory, including, but not limited to, a consistent pattern of late payments, as determined by Homefield Energy in a commercially reasonable manner, during the Term or a Renewal Term of this Agreement, Homefield Energy may terminate this Agreement by 15 calendar days' notice of cancellation. Customer remains obligated to pay for all Retail Power delivered within 10 calendar days following the termination date.

Billing and Payment: Homefield Energy's invoice will reflect the Power Price for Retail Power and, if Customer chooses to receive a combined invoice, it shall also include DSP delivery charges. Homefield Energy reserves the right at all times to terminate the inclusion of DSP delivery charges on a combined invoice without notice if Customer's payment history becomes unsatisfactory in the sole discretion of Homefield Energy. Customer must pay each monthly bill in full by the due date, which will not be less than 14 days from the invoice date. Late payment charges may be assessed at the rate of 1.5% per month of the outstanding invoice amount if not received by the due date. If, however, Customer is a local government entity as defined by 50 ILCS 505/ Local Government Prompt Payment Act (the "Act"), then in such event the Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this Section remain the same and are in effect.

Force Majeure: If a Party is unable to perform under this Agreement because of circumstances not reasonably within its control, including suspension, curtailment or service disruption, acts of God, breakage of transmission and delivery facilities or weather disasters, it will provide written notice to the other Party, and the Party's performance is excused for the duration of the Force Majeure event.

Limitation of Liability: DSP CONTINUES TO PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE, HOMEFIELD ENERGY WILL NOT BE LIABLE FOR ANY INJURY, LOSS, CLAIM, EXPENSE, LIABILITY OR DAMAGE RESULTING FROM FAILURE BY DSP OR TRANSMISSION PROVIDER. HOMEFIELD ENERGY IS ALSO NOT LIABLE FOR ANY INJURY, LOSS OR DAMAGE RESULTING FROM INTERRUPTION, INSUFFICIENCY OR IRREGULARITIES OF SERVICE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD-PARTY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY DAMAGES OF A SIMILAR NATURE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

Change in Law: If there is a change in law, regulation, applicable tariff, or regulatory interpretation thereof that affects herein during the Term or Renewal Term as determined in the sole discretion of Homefield Energy, Homefield Energy shall modify those charges to reflect such change, and the modified charges shall appear on the next monthly invoice.

Dispute Resolution: In the event of a dispute concerning the observance or performance of any of the terms or conditions herein, and the Parties are not otherwise able to resolve such dispute within 30 days after notice, the Parties agree the dispute shall be resolved by arbitration in accordance with the rules and regulations established by the American Arbitration Association ("AAA"). Any decision rendered by the AAA shall be final and binding, and judgment may be entered by any court of competent jurisdiction.

Miscellaneous: The Parties agree that the laws of the State of Illinois shall govern this Agreement. Customer may not assign this Agreement without the written consent of Homefield Energy. The Agreement is a forward contract under applicable bankruptcy laws.

1. Review Exhibit A and fill in any blank or incorrect information.

Please verify your billing information in Exhibit A with your Accounts Payable department. This ensures that your invoices are sent to the correct location and have accurate contact information for your organization. If you would like to have

| CUSTOMER NOTICE & CONTACT INFORMATION | | | |
|----------------------------------------------------------------------------------|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Blank Power Marketing Company 6900 BCHMFIELD ENERGY | | [ACCOUNT_SITE, ACCOUNT_NAME] | |
| All Notices & Invoices (including Invoices 7:30 AM and 4:30 PM) | | All Notices & Invoices, unless noted otherwise below (Please do not use P.O. Boxes for the Notices below) | |
| Attn: Customer Care | Address: 1500 Keanook Plaza Drive | Attn: [CONTACTCONT_FULL_NM] | Address: [ACCOUNT_SITE, MAIL_ADDRESS]; [ACCOUNT_SITE, MAIL_CITY]; [ACCOUNT_SITE, MAIL_STATE] |
| City, ST & Zip: Collinsville, Illinois 62204 | Phone: 888-431-3911, Option 3 | City, ST & Zip: [ACCOUNT_SITE, MAIL_CITY]; [ACCOUNT_SITE, MAIL_STATE] | Phone: [ACCOUNT_SITE, MAIL_PHONE] |
| Fax: 888-354-9837 | DUNS #: 13-161-0488 | Fax: [ACCOUNT_SITE, MAIL_FAX] | DUNS #: [ACCOUNT_SITE, MAIL_DUNS] |
| Postal Zip ID #: 37-139383 | Please do not use P.O. Boxes for the Notices below | | |
| All Invoices should be mailed to the following address, if different from above: | | | |
| Company: | | | |
| Attention: | | | |
| State: | | | |
| City, ST & Zip: | | | |
| Phone: | | | |
| Fax: | | | |
| Email: | | | |

| Send ACH Payments To: | Mail Payments To: | Overnight Delivery: |
|-----------------------------------|------------------------|---------------------------------------------------|
| FP Morgan Chase Bank | Standard Mail: | FP Morgan Chase Bank |
| Re: Blank Power Marketing Company | 113400 Mainway Plaza | 131 S. Dearborn St., 4 th Floor |
| ABA: 07100013 | Chicago, IL 60675-1313 | Chicago, IL 60608 |
| Account: 77387394 | | Attn: Customer Care/Blank Power Marketing Company |
| Preferred format is ACH-CTX | | |

2. Select your invoice delivery and billing options.

Read your options carefully to ensure that you have made the appropriate selection and submitted the required information.

ELECTRIC SERVICE AGREEMENT
EXHIBIT A

CUSTOMER MUST MAKE THESE SELECTIONS TO COMPLETE EXECUTION AND OBTAIN JOB BILLING (Please consult your ACCOUNTS PAYABLE Department for any pending equipment, facility fees.)

Please select **ONLY ONE** Delivery Option to ensure proper delivery of your monthly invoice: [ACCOUNT_SITE, ACCOUNT_NAME]

I prefer to receive invoices by mail

I prefer to receive invoices electronically (Email 1: _____; Email 2: _____; Email 3: _____)

I prefer to receive invoices by mail AND electronically (Email 1: _____; Email 2: _____; Email 3: _____)

Please select **ONLY ONE** Billing Option below (Please specify an alternative if you select "Mixed" or "Individual" billing below)

I prefer "Standard Billing" (I will receive an invoice from the utility for delivery service charges and an invoice from Homefield Energy for energy supply charges.)

I prefer "Combined Billing" (I will receive a combined invoice from Homefield Energy which includes utility Delivery Service Charges and Homefield Energy energy charges on one invoice.)

* Note - If Combined Billing is selected, all accounts included in this Agreement will be remitted from one summary invoice. Budget Billing and Demand Billing or Auto Pay with the utility. Any payment arrangements will be due to the utility to bill. Combined Billing is subject to acceptance by Delivery Service Provider ("DSP"). If rejected by DSP, billing options will default to Dual Billing.

Please select **ONLY ONE** Invoice Type: (Please consult your ACCOUNTS PAYABLE Department for any pending requirements. Key may vary.)

I prefer a "Master" invoice. (If you intend to remit a single payment for all accounts, it is suggested you choose "Master" invoice.)

I prefer an "Individual" invoice. (If you will be remitting separate payments for each account, please choose to receive "Individual" invoice.)

Check here if you are a local government entity as defined by 28 E.C.S. 081 and Government Pledge Payment Act.

3. Sign ALL signature blocks applicable to your Agreement.

You must sign page 4 of Exhibit A to ensure acceptance of your Agreement.

By signing this Exhibit A, Customer authorizes the DSP to email Customer's accounts for non-electric services supplied by Homefield Energy. After reviewing the Terms and Conditions of Electric Service, please sign below to email your electric service with EPA. If you have any questions or need additional information, call us toll free at 1-888-431-3911, Option 3. By your signature below, you are certifying you are authorized to enter into this Agreement with EPA.

[ACCOUNT_SITE, ACCOUNT_NAME] (SIGN HERE)

Signature: John Doe Date: XX/XX/XX

Print Name: John Doe

Print Title: President

Questions? Call your Sales Representative for assistance.

Sign and return by email OR fax all pages of this Agreement to:
Email: HFEcontracts@dynegy.com
Fax: 888-354-9837 Attn: Homefield Energy Customer Care

AGREEMENT No. 2015-10

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**FRANKLIN COUNTY
HIGHWAY DEPARTMENT**

AND

**THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
THE SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL**

AND

LABORERS' LOCAL 773



Duration: December 1, 2014 Through November 30, 2017

**FRANKLIN COUNTY HIGHWAY DEPARTMENT
COLLECTIVE BARGAINING AGREEMENT
TABLE OF CONTENTS**

| Article Number | Title | Page Number |
|-----------------------|--------------------------------------------|--------------------|
| ARTICLE 1 | PREAMBLE | 1 |
| ARTICLE 2 | COVERED EMPLOYEES AND AREA | 1 |
| ARTICLE 3 | RECOGNITION AND UNION SECURITY | 2 |
| ARTICLE 4 | DUES CHECK OFF | 2 |
| ARTICLE 5 | PROBATIONARY PERIOD | 3 |
| ARTICLE 6 | WAGE RATES AND PAY PERIODS | 3 |
| ARTICLE 7 | WORK WEEK AND OVERTIME PAY | 4 |
| ARTICLE 8 | WORK, CALL OUT, AND LESS THAN FULL DAY PAY | 5 |
| ARTICLE 9 | SENIORITY | 5 |
| ARTICLE 10 | HOLIDAYS | 5 |
| ARTICLE 11 | SICK LEAVE | 6 |
| ARTICLE 12 | FUNERAL LEAVE | 8 |
| ARTICLE 13 | JURY DUTY | 9 |
| ARTICLE 14 | VACATIONS | 9 |
| ARTICLE 15 | DISCHARGE AND SUSPENSION | 10 |
| ARTICLE 16 | GRIEVANCE PROCEDURE | 10 |
| ARTICLE 17 | STEWARD | 11 |
| ARTICLE 18 | MANAGEMENT RIGHTS | 11 |
| ARTICLE 19 | HOSPITALIZATION | 12 |

**FRANKLIN COUNTY HIGHWAY DEPARTMENT
COLLECTIVE BARGAINING AGREEMENT
TABLE OF CONTENTS**

| Article Number | Title | Page Number |
|-----------------------|-------------------------------------------|--------------------|
| ARTICLE 20 | ILLINOIS MUNICIPAL RETIREMENT FUND | 13 |
| ARTICLE 21 | CHANGE OF ADMENDMENTS | 13 |
| ARTICLE 22 | SEVERABILITY | 13 |
| ARTICLE 23 | CLOTHING AND SAFETY ALLOWANCE | 13 |
| ARTICLE 24 | CDL LICENSE | 13 |
| ARTICLE 25 | DURATION | 14 |
| | SIGNATURE PAGE | 15 |
| APPENDIX A | DUES CHECK-OFF AUTHORIZATION FORM | 16 |

COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1 PREAMBLE

This Collective Bargaining Agreement is made and entered into by and between the Franklin County Board, Franklin County, Illinois, hereinafter referred to as the County or 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, acting pursuant to the law as the exclusive bargaining agency for the employees covered by the Agreement.

ARTICLE 2 COVERED EMPLOYEES AND AREA

This Agreement shall cover all full-time and regular part-time; heavy equipment operators, drivers, and maintenance personnel, employed by the County Highway Department of Franklin County, and comprising an area of the full County of Franklin.

For the purpose of this Agreement, a full-time and regular part-time employee is defined as follows:

FULL-TIME : An employee who is regularly scheduled to work thirty-five (35) hours or more per week on an annual basis.

REGULAR PART-TIME: An employee who normally works less than thirty-five (35) hours per week throughout the year, even though in any given week, that employee may work more than that number of hours. Part-time shall also include an employee hired for less than six (6) months, or for a specific task.

Except for the hourly wage rate set in this document, regular part-time employees are ineligible for the following benefits as established by this Agreement:

1. Overtime pay
2. Pay for less than a full-days work
3. Call out pay
4. Holiday pay
5. Sick leave
6. Jury duty
7. IMRF based on the County's 1000 Hour Policy

Excluded from this Agreement are all guards, clerical, office, managerial, supervisory and confidential employees, as well as, other employees who are normally excluded by the Illinois Labor Relations Act.

When funds are available, the County Board institutes a Summer Program, whereby the Highway Department is authorized to hire up to three (3) temporary employees for a period of eight (8) to twelve (12) weeks at a rate of fifty cents (\$0.50) an hour more than the minimum wage. It is agreed and understood by the Union that they approve of this program, and those persons hired for the same are excluded from this Agreement.

ARTICLE 3 RECOGNITION AND UNION SECURITY

Within the limits provided by the Laws of Illinois, the County Highway Department recognizes the Laborers' International Union of North America Local Union 773 as the sole and exclusive Bargaining Representative for the employees covered by this Agreement. It shall be a condition of employment that all present employees who are or become members of the Union, shall remain members of the Union or if an employee chooses not to be a member of the Union then that employee shall contribute his fair share for representation. All present employees who are not members of the Union shall become a member of the Union then that employee shall contribute his fair share for representation within sixty (60) days after the effective date of this Agreement and all employees who are hired hereinafter shall become and remain members of the Union or if an employee chooses not to be a member of the Union then that employee shall contribute his fair share for representation within sixty (60) days following the date of first employment.

The Union agrees to assume full responsibility to insure compliance with the constitutional rights of Fair Share fee payers as set forth by the United States Supreme Court, as well as all applicable provisions of the Illinois Public Labor Relations Act and rules and regulations promulgated there under relating to Fair Share fees. It is specifically agreed that any dispute concerning the amount of the Fair Share fee and other responsibilities of the Union with respect to Fair Share fee payers shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Employees who refrain from joining the Union and who object to this Fair Share fee based upon bona fide religious tenets or teachings shall direct the Union to pay an amount equal to such Fair Share fee to a non-religious charitable organization mutually agreed upon by the Employee and the Union. If the affected non-member and the Union are unable to reach an agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and payment shall be made to said organization. No one will be discriminated against over wages and conditions as a result of this Agreement.

ARTICLE 4 DUES CHECK OFF

All dues, initiation fees, and assessments levied by the Union on the employees covered by this Agreement shall be checked off from the wages of such employees twice bi-weekly and remitted by the County to the Secretary of the said Union. The check off, however, is

to apply only to such employees covered by this Agreement who authorize the County in writing to so check off. If an employee or employees should at any time contend that the County acted wrongfully or illegally in making a check off for dues, initiation fees or assessments, the Union will defend and protect the County against expenses, repayments or losses on account of such contention. The authorization card to be signed by the employees will be Appendix A.

ARTICLE 5 PROBATIONARY PERIOD

The probationary period for all new employees covered by this Agreement shall be sixty (60) working days. By mutual written agreement of the County Engineer, the Union, and the employee, the probationary period may be extended for an additional thirty (30) days.

Probationary employees may be terminated at anytime without cause and without the right to grieve said action. Further during the probationary period, the probationary full-time employees shall not be entitled to the benefits contained in this Agreement (it already being agreed that regular part-time employees are not entitled to benefits including those contained in this Agreement). Vacation and sick leave benefits will accrue from an employee's original date of hire when the probationary period is completed.

ARTICLE 6 WAGE RATES AND PAY PERIODS

Each employee shall receive a three and one quarter percent (3.25%) wage increase to their current hourly rate of pay and it is understood and agreed that the wage scale shall be as listed below:

CONTRACT PERIOD: December 1, 2014 through November 30, 2015.

- A. Operator and Mechanic \$24.51
- B. Truck Driver-Laborers hourly wage \$23.66

CONTRACT PERIOD: December 1, 2015 through November 30, 2016.

- A. Operator and Mechanic \$25.31.
- B. Truck Driver-Laborers hourly wage \$24.43

CONTRACT PERIOD: December 1, 2016 through November 30, 2017.

- A. Operator and Mechanic \$26.13.
- B. Truck Driver-Laborers hourly wage \$25.22.

An employee hired and paid as an Operator or Mechanic or who has been assigned to

one of those positions on a permanent basis and who has worked in this position for a period of five (5) years or more shall not have his pay adjusted if he is removed from that position without just cause. An employee who voluntarily changes positions from an Operator or Mechanic to a position that is at a lower pay grade shall have his wages adjusted to the lower rate of pay.

When a new employee is hired, he shall be paid eighty (80%) percent of the then current rate of pay received by the Truck Driver – Laborer position. He will continue to receive this amount until he has reached his first anniversary date of hiring. Upon starting his second year of employment, he shall have his pay increased to eighty-five (85%) percent of the pay being received by the Truck Driver-Laborer position and on each subsequent anniversary date of hiring, he shall have his hourly rate increased by five (5%) percent per year until he is at the then current full rate of pay for a Truck Driver-Laborer. Once an employee has reached the full pay, he shall then receive pay increases as negotiated.

The County agrees to pay the wages as shown above on every other Friday. Pay shall be available to all employees not working on pay day not later than one hour before quitting time.

Employees working shall be paid between starting and quitting time. Monday shall be the first day of the week for the purpose of computing straight time and time and one-half.

ARTICLE 7 WORK WEEK AND OVERTIME PAY

The work week shall consist of eight (8) hours per day five (5) days per week. The work day shall be from 7:00 A.M. to 3:30 P.M. Monday through Friday, with 1/2 hour lunch pay.

All work actually performed in excess of forty (40) hours in one week or eight (8) hours in one day shall be at the rate of one and one-half (1 1/2) times the regular rate. Work performed on Saturdays shall be at the rate of one and one-half (1 1/2) times the regular rate of pay and Sundays shall be at the rate of two (2) times the regular rate. For computing overtime in a work week, sick leave, vacation leave or holidays taken shall not be included for computing hours worked for over time purposes.

While it is understood that, as a matter of policy, the County does not usually assign overtime, the County Engineer may do so when in his or her exclusive opinion overtime is necessary to meet an emergency or special circumstances.

Overtime shall be worked according to a turn sheet. The turn sheet shall be kept by management.

**ARTICLE 8
WORK, CALL OUT, AND LESS THAN FULL DAY PAY**

LESS THAN FULL DAY PAY:

In the event the County Engineer, determines that an employees services are needed on any given day, the employee shall receive the following pay:

1. If employees report to work, but work is not started, they shall receive two (2) hours for show-up pay.
2. If employees start their work assignment, but the work is terminated, they shall receive pay for hours worked, but in no event less than four (4) hours pay.

CALL OUT PAY:

All special or emergency work that necessitates a call out of an employee after a regularly scheduled day for any work less than two (2) hours shall be paid a minimum of two (2) hours pay. Any employee called out for special or emergency work after the regularly scheduled day, but no work is performed, shall receive two (2) hours show-up time at the regular rate of pay. All work actually performed over two (2) hours shall be for the time worked.

DRINKING WATER:

Clean and fresh drinking water shall be furnished by the County no later than one (1) hour after starting time. Ice shall be furnished when weather so warrants.

**ARTICLE 9
SENIORITY**

Seniority shall exist from the date the employee achieves permanent status. In such case where a permanent operator or mechanics position is open, the employee with the most seniority and ability shall have the opportunity to train for the open position. The County Engineer shall have the right to determine ability for the purpose of this provision provided said decision is subject to the grievance procedure. Seniority and classification shall prevail for lay-offs and re-employment.

If an employee is injured on the job any time lost will still be counted as time worked for seniority purposes.

**ARTICLE 10
HOLIDAYS**

The holidays recognized under this Agreement shall be those listed below. Employees shall receive eight (8) hours pay for each of the recognized holidays.

New Years Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day

Columbus Day
General Election Day
(When other County
employees receive the same)
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

HOLIDAY WORK:

In addition to the Holiday Pay and when an employee is required to work on his vacation day or a holiday, he shall be paid for the work performed on such days at double (2 times) the regular rate of pay for the total hours worked during this period.

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. An employee who is taking a vacation day or sick day on the day before or after a holiday is considered as working the day before or after that holiday for the purposes of this Article.

**ARTICLE 11
SICK LEAVE**

Paid sick leave up to an established limit is provided to protect full-time employee's income during any personal illness or disability. The granting of sick leave pay is a privilege granted for a specific purpose. Any use of sick leave except for purposes stated herein will be treated as an absence and will subject the employee to appropriate discipline. Neither Part-Time Employees nor Temporary Employees shall accrue Sick Leave.

SECTION 1: ACCUMULATION:

For full-time employees effective on December 1, 1994, any accumulated sick leave will be credited to the employee and he will thereafter earn sick leave at the rate of one day of leave per month of full-time service. New full-time employees shall begin to accumulate sick leave as of their date of employment, and shall be eligible for sick leave absences once they have completed one month of service. Sick leave may be accumulated and carried over from year to year, but only be used consistent with this policy. No payment will be made for unused sick leave at any time except as provided in Section 3.3 below.

Employees may apply their accrued sick leave toward their IMRF pension according to the rules and regulations of the plan.

When an employee is injured on the job he will not be penalized toward his accumulation of sick time.

SECTION 2: UTILIZATION REQUIREMENTS:

Employees with accrued sick leave credit shall be allowed to utilize such sick leave for the following purposes:

1. Personal illness or disability
2. Family illness or disability

Employees shall be eligible to receive paid sick leave when there is a sickness or disability involving a member of their immediate family (spouse, child, step-children, mother, father, grandparents) which requires the employees personal care and attendance, providing that requiring the employee to report for work would cause a serious hardship on the member of the immediate family suffering from the illness or disability.

3. Medical and Dental appointments

Employees shall be eligible to receive paid sick leave for routine medical and dental appointments for themselves or a member of their immediate family as defined in paragraph (2) two immediately above.

The employee shall request this leave as far in advance as possible.

SECTION 3: CARRY OVER AND PAYMENTS OF UNUSED SICK LEAVE PAY:

- A. No reimbursement for unused sick leave will be made for employees hired after December 1, 1994; such employees may apply their accrued sick leave toward their IMRF pension according to the rules and regulations of the plan.
- B. For those employees hired prior to December 1, 1994, upon layoff or voluntary resignation, reimbursements will be made for the number of unused sick days accrued as of December 1, 1994 or the actual number of sick days accrued as of the date of separation, whichever number is less. Employees may apply their accrued sick leave toward their IMRF pension according to the rules and regulations of the plan.
- C. Reimbursements shall not be made for employees discharged for just cause disciplinary reason.
- D. Employees who voluntarily resign or retire must give a minimum of fourteen (14) days notice to the Employer of their intentions to be eligible for sick leave reimbursement.

SECTION 4: SICK LEAVE CERTIFICATION:

A certificate of a physician giving information as to the circumstances involved and verification of illness may be required. Any absence of three (3) working days or longer may require a physicians statement of release and verification substantiating that he may return to work. Notice of an employees desire to return to work after an extended illness

must be given to the Department Head no less than twenty-four (24) hours in advance. The Department Head may require the employee to be examined by a physician of the Employer's choice and at the expense of the Employer.

SECTION 5: RECORD:

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

SECTION 6: DISABILITY LEAVE:

Employees shall be eligible to receive paid sick leave, to the extent they have accrued sick leave credit, for maternity leave (if the employee is in fact unable to work due to her pregnancy), approved medical leave, and approved extended duty injury 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), shall 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 insurance premium of an employee on leave after the exhaustion of their rights under the Family Medical Leave Act. If acceptable to the Insurance Company the employee may continue to pay their premiums after exhaustion of the FMLA.

**ARTICLE 12
FUNERAL LEAVE**

In the event of a death in the immediate family of an employee, the employee shall be allowed three (3) paid days leave and these three (3) days shall not be charged to sick leave. Immediate family shall mean the death of a spouse, father, mother, son, daughter, brother, sister (including half or step), father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents or grandchild.

If the employee desires to be absent for more than three (3) days, he may utilize previously earned, unused, sick days or vacation days and receive compensation for such additional day absence at his normal rate of pay, provided that the County Engineer approves such additional absence.

Any absence to attend a funeral of anyone who is not a member of any employee's immediate family may be arranged with the County Engineer, without pay, but previously earned and unused vacation days or sick days may be utilized in such case with the consent of the County Engineer.

**ARTICLE 13
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. Any money received shall be reimbursed to the County, with exception of mileage.

**ARTICLE 14
VACATIONS**

SECTION 1: VACATION SCHEDULING:

On or before January 15 of each year, the County shall post a vacation sign-up sheet. Employees shall select the days they intend to take for that year.

The County Board believes that adequate time must be provided to employees annually for rest and relaxation. For this reason all employees are encouraged to take their full allotment of vacation each year.

When an employee is injured on the job he will not be penalized toward his accumulation of vacation time.

SECTION 2: ACCRUAL OF VACATION HOURS FOR PRESENT FULL-TIME EMPLOYEES:

All Employees hired after December 1, 1994 shall accrue vacation hours as follows:

Current Employees who work a 40 hour work week:

| | |
|---------------------|--------------------------|
| 0 through 5 years | 3.1 hours per pay period |
| 6 through 10 years | 4.6 hours per pay period |
| 11 through 15 years | 6.2 hours per pay period |
| 16 years or over | 8.1 hours per pay period |

Employees Hired after the signing of this Agreement:

| | |
|---------------------|--------------------------|
| 0 through 5 years | 3.1 hours per pay period |
| 6 through 10 years | 4.6 hours per pay period |
| 11 through 20 years | 6.2 hours per pay period |
| over 20 years | 8.1 hours per pay period |

Neither Part-Time Employees nor Temporary Employees shall accrue vacation hours.

SECTION 3: USE OF VACATION HOURS:

Vacation time may be taken in increments of not less than one-half (1/2) day, and at any time after it is earned subject to the operational needs of the Department. In no event shall an employee carry over into the next calendar year more hours than those which would be equivalent to four (4) weeks of work.

SECTION 4: VACATION PAY:

All vacation leave will be paid at the regular hourly rate at the same time as if the hours had been worked (no pre-payment of vacation hours will be paid.) No payment will be made in lieu of vacation earned, but not taken, except on the death or termination of employees with at least six months of continuous service. Upon such death or termination of employment the effective date of termination shall be extended by the number of hours of unused vacation.

SECTION 5: APPROVAL OF VACATION:

The Department Head will make every effort to grant vacation leave as requested by the employer, but reserves the right to deny, cancel or redetermine the requested vacation when necessary due to employees requesting the same days; workload demands, or any emergency situation that might arise.

**ARTICLE 15
DISCHARGE AND SUSPENSION**

The parties recognize the principle of progressive and corrective discipline. The right of the Employer to discipline for just cause is recognized by the Union. Disciplinary action may include, but is not limited to, the following:

- (A) Oral reprimand;
- (B) Written reprimand;
- (C) Suspension without pay; and
- (D) Discharge.

The 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 and the Union, with the agreement of the employee, may agree to the use of a modified form of discipline. Such modified discipline shall not be precedent setting and shall not be subject to the Grievance Procedure. The parties agree that nothing in this Article shall limit the Employer from assigning an employee to training.

**ARTICLE 16
GRIEVANCE PROCEDURE**

PURPOSE:

A grievance is a dispute concerning the interpretation and application of the expressed provisions of this Contract, it being understood by the County and the Union that the terms of this Agreement shall supersede any other Agreements.

PROCEDURE:

The Grievance shall be presented promptly so that the facts can be readily obtained. The time limit shall be established as within five (5) working days of the occurrence that

comprised the Grievance.

In the event that an employee shall have a Grievance, he shall report the same to his Steward, in writing, and the Steward shall report the same to the County Engineer promptly. If the Steward and the Engineer cannot adjust the matter satisfactorily, the grievance shall be submitted to the Union Representative and the Members of the County Board. If at such time the Union Representative and the Members of the County Board cannot settle the matter, it shall be referred to the American Arbitration Association or the Federal Mediation and Conciliation Service within fifteen (15) days. The arbitrator shall act in a quasi judicial, but not legislative, capacity and shall have no right to authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make decisions with respect to the specific issues submitted and shall have no authority to make a decision on any other issue not so submitted to him. The decision of the arbitrator shall be final and binding on both parties.

The County and the Union shall split all of the arbitrator's fees and costs equally.

ARTICLE 17 STEWARD

The Business Manager shall appoint a Steward, who shall assist an employee in presenting a Grievance to the employee's Supervisor or Foreman. The Steward shall be the recognized Representative of the Union during working hours and shall be subject to the same terms and conditions of employment as any other employee.

The Steward has no authority in the work environment unless it is concerned with a safety matter.

The Steward shall not direct the daily assignments of other employees. This shall be performed by the County Engineer or his designated foreman or supervisor.

The Union Business Representative and all other agents of the Union shall be allowed to visit the job site of the County at reasonable business hours, provided, however, such visits shall not interfere with work-in-progress and shall have reference only to a matter concerning the administration of this Agreement. The Union agrees to keep the County informed of duly accredited representatives authorized to act on behalf of the Union.

ARTICLE 18 MANAGEMENT RIGHTS

The Employer possesses the sole right to operate the County Highway Department of the County and all management rights repose in it. Nothing herein shall affect the internal control authority of the County Engineer. 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 under the established work rules and regulations of the County Engineer and the provisions of this Agreement;
5. To lay off employees;
6. To maintain efficiency of County operations;
7. To introduce new or improved methods of facilities;
8. To change existing methods or facilities;
9. To determine the kinds and amounts of service 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 and services;
11. To take whatever action is necessary to carry out the functions of the County in situations of emergency.

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 19 HOSPITALIZATION

The employer agrees to provide 100% of employee's 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 employee's contribution, an employee defined for purpose of this Article as an employee who is regularly assigned and works on the average at least forty (40) hours per week.

A member of the Collective Bargaining Unit shall also serve on the Health Insurance Committee .

**ARTICLE 20
ILLINOIS MUNICIPAL RETIREMENT FUND**

The County shall contribute to the Illinois Municipal Retirement Fund on each employee based on their 1000 hour per year policy.

**ARTICLE 21
CHANGE OF ADMENDMENTS**

It is hereby agreed that this document contains the complete agreement between the parties and no additions, waiver, deletions, changes or amendment shall be made during the life of this Agreement, except by mutual consent, in writing of the parties hereto.

It is also agreed that if there is a consolidation of township highway departments into this department the contract would automatically open for negotiations by both parties.

**ARTICLE 22
SEVERABILITY**

Should any final decision of any court of competent jurisdiction affect any practice or provisions of the agreement, only the practice or provisions so affected shall become null and void, otherwise, all provisions or practices under this Agreement shall remain in full force and affect.

**ARTICLE 23
CLOTHING AND SAFETY ALLOWANCE**

The Employer shall provide Five Hundred dollars (\$500.00) per year for the purchase of clothing and safety equipment. In order to receive this allowance, employees shall have all Clothing and Safety Allowance receipts turned in and approved by the County Engineer before the last day of November each year.

**ARTICLE 24
CDL LICENSE**

The Employer shall pay all the cost of CDL Licenses for all full time maintenance employees who are required to have such license as a condition of employment.

ARTICLE 25 DURATION

This Agreement shall be in full force and effect from December 1, 2014 through November 30, 2017, and shall automatically continue year to year thereafter unless either party desiring change or modification in the same shall notify the other party in writing at least sixty (60) days prior to November 30, 2017. Such other party must grant a meeting to the other party desiring the change within thirty (30) days after such notification.

The foregoing notice to modify the agreement with respect to any provisions given by either party shall not terminate the Agreement and shall not render the automatic renewal clause inoperative.

The following procedure is hereby agreed to in the event of an impasse at the expiration of this Agreement.

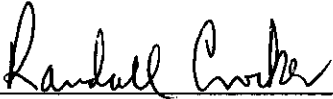
- 1) If at the expiration of this Agreement, a settlement mutually agreeable to both parties has not been reached, a joint request will be made to the Federal Mediation and Conciliation Service for a mediator. If at the end of thirty (30) days this process has not produced an agreement, it shall be referred to Step 2.
- 2) A joint request for arbitration shall be made to the Federal Mediation and Conciliation Service for an arbitrator with both parties each submitting their last final offer. The arbitrator shall follow the mandates of the Illinois Labor Relations Act, and shall render a decision within forty-five (45) days which shall become final and binding on the parties.

The County and the Union shall split all of the arbitrator's fees and costs equally.

SIGNATURES

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on this 18th Day of MARCH, 2015.

FOR THE EMPLOYER:
Franklin County Highway Department



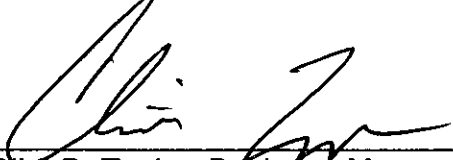
Randall Crocker, Board Chairman

FOR THE UNION:
Laborers' Local Union #773



Kevin L. Starr, Business Manager

The Southern and Central Illinois
Laborers' District Council



Clint B. Taylor, Business Manager

APPENDIX "A"

CHECK-OFF AUTHORIZATION AND ASSIGNMENT FORM

LABORERS' LOCAL 773
5102 Laborers' Way
MARION, IL 62959

AFFILIATED WITH
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

Franklin County Highway Department

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. For the effective period of this check-off authorization and assignment, I hereby waive any right I may have to resign my Union membership. 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_____.

Form with fields for Telephone Number, Employee Signature, Date of Birth, Social Security Number, Street Address, City, State, Zip Code, Initiation Fee, Date Employed, Dues.

RESOLUTION No. 2015-17

Resolution For Fund Appropriation

County Highway #39

Section #: 10-00180-00-RS

Whereas, the State of Illinois and County of Franklin believe it would be beneficial to the public to improve County Highway #39 from Central Avenue to Duquoin Street with a 3 ½" HMA and 3' of aggregate shoulder and

Whereas, the State of Illinois and the County of Franklin are desirous of entering into an agreement to utilize Truck Route Access Program, State Match and STR funds for the above construction, setting forth the terms and obligations to each agency, a copy of which is attached hereto: and

Now, therefore be it resolved by the County Board of Franklin County, Illinois, to execute an agreement and any subsequent amendments thereto, pertaining to the financing of the above named improvement.

Be it further resolved that the County Engineer shall transmit, in writing, the final agreement, and any amendments, to be executed by the County Board.

Be it further resolved that there is appropriated \$2,000 from the County of Franklin's Federal Aid Match funds as the local share, and designated to construction engineering for section # 10-00180-00-RS.

Be it further resolved that this agreement, and any amendments, when executed in the final form, be submitted to the Illinois Department of Transportation for their approval and final processing.

State of Illinois

Franklin County

I, Greg Woolard, County Clerk in and for the County of Franklin in the State of Illinois, and a keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County of Franklin, at its adjourned meeting held at the County Courthouse on April 21, 2015.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County at my office in Benton, Illinois this 21st day of April 2015.


----- (SEAL)
Greg Woolard, Franklin County Clerk

RESOLUTION NO. 2015- 18

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 21st day of April, 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 (1st 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

RECEIVED
APR 13 2015
FRANKLIN CO. CLERK

| RES# | Account | Type | Account Name | Total Collected | County Clerk | Auctioneer | Recorder/ Sec of State | Agent | Treasurer |
|-----------|----------|------|---------------|--------------------|---------------|-----------------|------------------------|-------------------|--------------------|
| 04-15-001 | 0910009Y | SAL | FRED W HUNTER | 2,278.00 | 0.00 | 22.00 | 56.00 | 550.00 | 1,650.00 |
| 04-15-002 | 0910010Y | SAL | FRED W HUNTER | 13,186.00 | 0.00 | 130.00 | 56.00 | 3,250.00 | 9,750.00 |
| Totals | | | | \$15,464.00 | \$0.00 | \$152.00 | \$112.00 | \$3,800.00 | \$11,400.00 |

| | | | | | | | | |
|--|--|--|--|--|--|--|----------------------------|--------------------|
| | | | | | | | Clerk Fees | \$0.00 |
| | | | | | | | Recorder/Sec of State Fees | \$112.00 |
| | | | | | | | Total to County | \$11,512.00 |

Committee Members

**Franklin County April 2015 Resolutions
Future Taxes for Properties Sold at Auction**

ROUTE TO TREASURER

Dear Treasurer,

Please ensure the properties listed below receive tax bills no sooner than the payable date listed. Please direct any questions to our office.

| <u>Item #</u> | <u>Date Sold</u> | <u>Purchaser</u> | <u>Future Taxes Due Beginning</u> |
|------------------------------------------------------|------------------|------------------|-----------------------------------|
| 0910009Y <i>Parcel(s) Involved: 08-09-129-004</i> | 09/28/2010 | Fred W Hunter | January 1, 2011 payable 2012 |
| 0910010Y <i>Parcel(s) Involved: 08-09-129-005</i> | 09/28/2010 | Fred W Hunter | January 1, 2011 payable 2012 |

RESOLUTION
No. 2015-19



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:

BENTON TOWNSHIP

PERMANENT PARCEL NUMBER: 08-09-129-004

As described in certificate(s) : 20070254 sold December 2007

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


WHEREAS, Fred W Hunter, has bid \$2,278.00 for the County's interest, such bid having been presented to the Delinquent Tax Committee at the same time it having been determined by the Delinquent Tax Committee and the Agent for the County, that the County shall receive from such bid \$1,650.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$22.00 for his services and the Recorder of Deeds shall receive \$56.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$2,278.00.


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, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$1,650.00 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 21st day of APRIL, 2015

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN

RESOLUTION
No. 2015-20



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:

BENTON TOWNSHIP

PERMANENT PARCEL NUMBER: 08-09-129-005

As described in certificate(s) : 20070255 sold December 2007

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

WHEREAS, Fred W Hunter, has bid \$13,186.00 for the County's interest, such bid having been presented to the Delinquent Tax Committee at the same time it having been determined by the Delinquent Tax Committee and the Agent for the County, that the County shall receive from such bid \$9,750.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$130.00 for his services and the Recorder of Deeds shall receive \$56.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$13,186.00.

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, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$9,750.00 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 21st day of APRIL, 2015

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

EWING-NORTHERN FIRE PROTECTION DISTRICT

115 W MAIN STREET, EWING, IL 62836

Phone: (618) 629-2396

Dear County Board

Greetings, from David Wilson it is approaching the end of my term as a trustee of EWING-NORTHERN FIRE PROTECTION DISTRICT. I do thouraly enjoy serving the district in this position. E.N.F.P.D. is doing very well at this time, the board and volenteers see it as a privalidge to serve our community. So I would like to continue to do so, therefore if you would appoint me for another term it would be greatly appreciated. Thank You

Sincerely,



President Board of Trustee
David A. Wilson
(618)218-2479

RECEIVED

MAR 10 2015


FRANKLIN COUNTY BOARD

FILED

MAR 10 2015



FRANKLIN COUNTY CLERK

| | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|-----------|-------------------------|------------------|
|  Illinois Department of Transportation Local Agency Agreement for Federal Participation | Local Agency | State Contract | Day Labor | Local Contract | RR Force Account |
| | FRANKLIN COUNTY | X | | | |
| | Section | Fund Type | | ITEP and/or SRTS Number | |
| | 10-00180-00-RS | STR | | | |

| Construction | | Engineering | | Right-of-Way | |
|--------------|----------------|-------------|----------------|--------------|----------------|
| Job Number | Project Number | Job Number | Project Number | Job Number | Project Number |
| C-99-535-11 | RS-0055(069) | | | | |

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name LICATA ROAD Route CH 39 Length 4.27 MI.
 Termini CENTRAL AVENUE TO DUQUOIN STREET

Current Jurisdiction FRANKLIN COUNTY TIP Number _____ Existing Structure No N/A

Project Description

PROJECT CONSISTS OF A 2 INCH LIFT OF HMA BINDER COURSE AND 1 1/2 INCH OF HMA SURFACE COURSE. ALSO 3 FOOT AGGREGATE SHOULDERS AND OTHER MISCELLANEOUS ITEMS TO COMPLETE THE PROJECT.

Division of Cost

| Type of Work | % | % | LA | % | Total |
|--------------------------------|----------|----------|----------|----------|-------|
| Participating Construction | () | () | | () | |
| Non-Participating Construction | () | () | | () | |
| Preliminary Engineering | () | () | | () | |
| Construction Engineering | () | () | | () | |
| Right of Way | () | () | | () | |
| Railroads | () | () | | () | |
| Utilities | () | () | | () | |
| Materials | () | () | | () | |
| TOTAL | \$ _____ | \$ _____ | \$ _____ | \$ _____ | |

SEE ATTACHED ADDENDUM #3

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Agency Appropriation

By execution of this Agreement, the LA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LA share of project costs. A copy of the resolution or ordinance is attached as an addendum.

Method of Financing (State Contract Work)

- METHOD A---Lump Sum (80% of LA Obligation) _____
- METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
- METHOD C---LA's Share BALANCE divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement. The **LA** will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LA**, may place the debt into the the Illinois Comptroller's Offset System (30 ILCS 105/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA**'s certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 - Local Appropriation Resolution, Number 3 - Division of Cost

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

RANDALL CROCKER

Name of Official (Print or Type Name)

COUNTY BOARE CHAIRPERSON

Title (County Board Chairperson/Mayor/Village President/etc.)

Randall Crocker

(Signature)

4/21/15

Date

The above signature certifies the agency's TIN number is 37-6000838 conducting business as a Governmental Entity.

DUNS Number 181570532

APPROVED

State of Illinois
Department of Transportation

Erica J. Borggren, Acting Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

Michael A. Forti, Chief Counsel

Date

Tony Small, Director of Finance and Administration

Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



Print

Google maps

Notes



Addendum # 3

County: Franklin
 Section: 10-00180-00-RS
 Job Number: C-99-535-11

| Type of Work | Division of Cost | | | | | | | | |
|--------------------------------|---------------------|-----|---------------------|-----|---------------------|-----|-------------------|-----|-----------------------|
| | TARP | % | ST MATCH ASSIST | % | STR | % | LOCAL | % | TOTAL |
| Participating Construction | \$384,300.00 | (1) | \$200,000.00 | (2) | \$450,000.00 | (3) | | (4) | \$1,034,300.00 |
| Non-Participating Construction | | | | | | | | | |
| Preliminary Engineering | | | | | | | | | |
| Construction Engineering | | | | | \$8,000.00 | (3) | \$2,000.00 | (4) | \$10,000.00 |
| Right of Way | | | | | | | | | |
| Railroads | | | | | | | | | |
| Utilities | | | | | | | | | |
| TOTAL | \$384,300.00 | | \$200,000.00 | | \$458,000.00 | | \$2,000.00 | | \$1,044,300.00 |

- 1) LS \$384,300 TARP funds NTE 50% of final cost of project to be used first as match to the federal funds.
- 2) Lump Sum State Match Assist NTE \$200,000 to be used second as match to the federal funds.
- 3) 80% STR funds to be used third.
- 4) Remaining balance is the responsibility of the local agency.



Hill City Water District

BOARD OF TRUSTEES
P.O. BOX 516
BENTON, ILLINOIS 62812

RECEIVED
APR 24 2015

FRANKLIN CO. CLERK

April 21, 2015

Greg Woolard
County Clerk
Recorder of Franklin County
PO Box 607
Benton, Il. 62812

RE: APPOINTMENT TO BOARD

Dear Mr. Woolard

The Hill City Water District Board of Trustees asks the County Board at their next Regularly scheduled meeting, to reappoint Paul D. Leffler to another 5 year term . This term will be from 5/1/15-4/30/2020

Please inform us when this appointment is made. Thank you.

Sincerely,

Paul Leffler
Chairman of Board
Hill City Water District

ORDINANCE

NO. 2015- 01

AMENDMENT TO THE FRANKLIN COUNTY ANIMAL CONTROL ORDINANCES
(REPEALING 2004-04, An ordinance allowing animal control officers to carry firearms)

I. Preamble:

Whereas, in Franklin County Ordinance 2004-04, the Franklin County Board enacted an amendment to the Franklin County Animal Control Ordinances to allow Animal Control Officers to carry firearms;

Whereas, The Franklin County Board has determined that the financial implications for training, certification, supervision, and liability of its animal control officer to carry firearms is currently cost prohibitive;

Whereas, the Franklin County Board desires to repeal Franklin County Ordinance 2004-04 and to Amend the Franklin County Animal Control Ordinances so that Franklin County Animal Control Officers are not allowed to carry firearms while on duty;

II. Repeal:

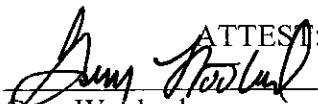
The Franklin County Board does hereby ordain and decree that Franklin County Ordinance 2004-04, an ordinance authorizing Franklin County Animal Control Officers to carry firearms, is repealed.

The other provisions of the Franklin County Animal Control Ordinances remain and are in full force and effect.

This repeal of Ordinance 2004-04 shall be effective upon the passage and approval of this ordinance.

PASSED and APPROVED at the regular meeting of the Franklin County Board
on the 21st day of APRIL, 2015.


Randall Crocker, Chairman

ATTEST:

Greg Woolard
Franklin County Clerk

YEAS 9
NAYS 0
ABSENT 0

AGREEMENT No 2015-11
COLLECTIVE BARGAINING AGREEMENT

Between

FRANKLIN COUNTY STATE'S ATTORNEY
(CLERICAL)

And

THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
THE SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL
AND
LABORERS' LOCAL UNION 773

DURATION: December 1, 2013 through November 30, 2016

TABLE OF CONTENTS

| | PAGE |
|--------------------------------------------------|-------------|
| Agreement | 1 |
| Article 1 Preamble..... | 1 |
| Article 2 Recognition..... | 1 |
| Article 3 Employer's Rights..... | 2 |
| Article 4 Union Check-Off and Rights..... | 3 |
| Article 5 Union Security..... | 5 |
| Article 6 Non-Discrimination..... | 6 |
| Article 7 Grievance Procedure..... | 6 |
| Article 8 Discipline and Discharge..... | 10 |
| Article 9 Definitions..... | 11 |
| Article 10 Hours of Work..... | 13 |
| Article 11 Holidays..... | 15 |
| Article 12 Vacations..... | 16 |
| Article 13 Sick Leave and Duty Injury Leave..... | 18 |
| Article 14 Leaves of Absence..... | 21 |
| Article 15 Rate of Pay..... | 23 |
| Article 16 Other Benefits..... | 23 |
| Article 17 Layoff and Recall..... | 23 |
| Article 18 No Strike / No Lockout..... | 24 |
| Article 19 Entire Agreement..... | 24 |
| Article 20 Authority of the Contract..... | 25 |
| Article 21 Notices..... | 25 |
| Article 22 Drug Free Workplace..... | 26 |
| Article 23 Term of Agreement..... | 26 |
| Appendix A Wage Schedule..... | 29 |
| Appendix B Check-Off Authorization Form..... | 30 |

COLLECTIVE BARGAINING AGREEMENT

This Agreement is entered into by and between THE FRANKLIN COUNTY STATE'S ATTORNEY (herein referred to as the "Employer") and THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, THE SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL and LABORERS' LOCAL UNION 773 (hereinafter referred to as the "Union"), acting pursuant to the law as the exclusive bargaining agency for the Employees covered by the Agreement.

ARTICLE 1

PREAMBLE

It is the purpose of the Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationships between the Employer and the Union, to promote efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment covered by the Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and application of the Agreement.

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

ARTICLE 2

RECOGNITION

Section 2.1 Recognition

The Employer recognizes The Laborers' International Union of North America as the sole and exclusive collective bargaining representative for:

All full-time and part-time clerks and secretaries (those regularly scheduled to work more than twenty (20) hours per week) of Franklin County in the office of the State's Attorney.

But Not the Following:

Temporary Employees, part-time Employees regularly scheduled to work twenty (20) hours or less per week OR not more than nine hundred ten (910) hours per fiscal year, Chief Deputy Clerks of all Departments of Franklin County, plus all supervisory, managerial and confidential Employees of Franklin County as defined by the IPLRA.

Section 2.2 New Classifications

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 rate for the classification.

**ARTICLE 3
EMPLOYER'S RIGHTS**

Section 3.1

It is mutually agreed that the Employer shall have the sole right to determine the manner and extent to which the facilities and equipment it owns, operates and/or occupies shall be operated, services or employment increased or reduced including the right to plan, direct and control operations, hire, suspend, or discharge and the right to introduce new or improved methods equipment or facilities.

It is expressly agreed that all rights which ordinarily vest in and are exercised by the Employer, except such as are specifically relinquished by terms of the Agreement by the Employer, are reserved to and shall continue to vest in the Employer. They shall include, the enumeration being merely by way of illustration and not by way of limitation, the right to:

1. Manage its facilities and equipment and direct the working forces, including the right to evaluate, hire, promote, suspend, discipline or discharge Employees;
2. To hire and assign or to transfer Employees from one position, facility or classification to another, to schedule and assign work and overtime;
3. Lay off due to lack of work or funds or for other legitimate reasons;
4. Promote and/or transfer Employees to positions and classifications not covered by the Agreement; it being understood, however, that Employees may not be forced to take a position outside the bargaining unit;
5. Make such operating changes as are deemed by the Employer/Officeholder/Department Head necessary for the efficient and economical operation of the facilities and equipment;
6. Maintain discipline and efficiency;

7. Hire, promote, demote, transfer, discharge or discipline all persons in positions not covered by the Agreement;
8. Determine the types of services to be rendered, the standard of services offered, the location of work, the assignment of duties within work periods and the methods, processes, and means of operation and manner of conduct and performance of services rendered;
9. To make, publish and enforce reasonable rules and regulations;
10. To contract out for goods and services;
11. To determine its mission and policies, to set forth all standards of services offered to the public and to set the amount of budget to be adopted thereto;
12. To take any and all reasonable action as may be necessary to carry out the mission of the Employer in situations of civil emergency as may be declared by the Governor of the State of Illinois, the Chairman of the Franklin County Board, or any Officeholder.

Section 3.2 Statutory Obligations

Nothing in the Agreement shall be construed to modify, eliminate, or detract from the statutory responsibilities, limits and obligations of the Franklin County State's Attorney, the Franklin County Officeholders and Department Heads.

ARTICLE 4 UNION CHECK-OFF AND RIGHTS

Section 4.1 Dues Check-Off

While the Agreement is in effect, the Employer will deduct from each Employee's paycheck twice each month one-half (1/2) the amount of the uniform, regular monthly Union dues for each Employee in the bargaining unit who has filed with the Employer a voluntary, effective Check-Off Authorization in the form set forth in Appendix B of the Agreement.

A Union Member desiring to revoke the Dues Check-Off may do so by written notice to the Employer at any time during the thirty (30) day period prior to the annual anniversary date of the Agreement, in each year during the life of the Agreement.

The actual dues amount deducted, as determined by the Union, shall be uniform in nature for each Employee and shall be

identified to the County by the Union in order to ease the Employer burden of administrating the provision.

If the Employee has no earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the Employees any amounts paid to the Union in error on account of the dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regular monthly fees once each year during the life of the Agreement. The Union will give the Employer thirty (30) days notice of any such change in the amount of uniform dues to be deducted.

Dues amounts so deducted shall be forwarded by the Employer within thirty (30) calendar days of the deduction to: LABORERS' LOCAL UNION 773, 5102 Ed Smith Way Marion, Illinois 62959.

Section 4.2 Union 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) and 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 the Article. If an improper deduction is made, the Union shall refund directly to the Employee any such amount.

Section 4.3 Union Access

One Union Representative, and her successor(s) as designated by the Union, shall have access to the premises of the Employer in order to help resolve a serious dispute or problem. In order to receive access, the Representative must provide advance notice to the Employer Manager or designee and make arrangements not to disrupt the work of Employees on duty. The Representative may visit with Employees during their down time if such visit does not disturb the work of any Employees who may otherwise be working.

Section 4.4 Steward

The Business Manager of the Local Union shall appoint a Steward, who shall assist an Employee in presenting a Grievance to the Employee's Department Head. The Steward shall be the recognized representative of the Union during work hours and shall be subject to the same terms and conditions of employment as any other Employee.

The Steward shall not direct the daily assignment of other Employees. This shall be performed by the Department Head or designated Supervisor.

ARTICLE 5
UNION SECURITY

Section 5.1 Fair Share Deductions

Employees covered by the Agreement who are not Members of the Union paying dues by voluntary deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The Fair Share payment, as certified by the Union, shall be uniform in nature for each Employee and shall be deducted by the Employer from the earnings of the non-member Employee once each pay period and forwarded to Laborers' Local Union 773, 5102 Ed Smith Way Marion, Illinois 62295, within thirty (30) days of the deduction. The Union may change the fixed uniform dollar amount which will be considered the regular fees once each year during the life of this Agreement. The Union will give the Employer thirty (30) days written notice of any such change in the amount of uniform fees to be deducted. The amount constituting each non-member Employee's share shall not exceed the proportionate fair share of the cost of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment and in no event shall it be greater than the dues uniformly required of Union Members.

If the Employee has no earnings due for any given pay period, the Employer will be relieved of any responsibility or obligation for collection. The Union agrees to refund to the Employee any amounts paid to the Union in error on account of the fees deduction provision.

Section 5.2 Religious Exemption

Should any Employee be unable to pay their contributions to the Union based upon bonafide religious tenets or teachings of a church or religious body of which such Employee is a member, such amount equal to her 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 5.3 Notice and Appeal

The Union agrees to provide notices and appeal procedures to Employees in accordance with applicable law.

Section 5.4 Union 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) and 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 the Article. If an improper deduction is made, the Union shall refund directly to the Employee any such amount.

**ARTICLE 6
NON-DISCRIMINATION**

Section 6.1 Prohibitions

Neither the Employer nor the Union shall discriminate against any Employee on the basis of race, creed, color, national origin, sex, age, religion, mental or physical handicaps, marital status, Union activities or non-Union activities, political affiliations or beliefs.

Section 6.2 Use of Feminine Pronoun

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

Section 6.3 Equal Employment/Affirmative Action

The parties recognize the Employer's obligation to comply with the Federal and State Equal Employment and Affirmative Action Laws.

**ARTICLE 7
GRIEVANCE PROCEDURE**

Section 7.1

A Grievance is defined as any difference, complaint or dispute between the Employer and the Union or any Employee regarding the application, meaning or interpretation of the express terms of the Agreement. It is understood by the parties that the terms of the Agreement shall supersede and replace all past practices.

Section 7.2

A Grievance shall be processed in the following manner:

Step 1: An Employee directly affected by a decision which she believes to be a violation of the Agreement, shall report the same to the Union Steward in writing, and the Steward may

present a written Grievance to the Officeholder or Department Head directly involved in making the decision. The Officeholder or Department Head shall attempt to adjust the matter and shall respond to the Union in writing within five (5) working days after such discussion. Any resolution of the Grievance reached between the Union and the Officeholder or Department Head shall not be inconsistent with any express terms of the Agreement.

Step 2: If not adjusted in Step 1 and the Union wishes to appeal the Grievance to Step 2, the Union shall do so in writing within five (5) days of the Officeholder's or Department Head's response in Step 1. The Grievance shall contain facts of the complaint (date and place of the alleged wrongful action), the Articles and Section alleged to be violated and the specific relief requested. The Grievance shall be signed and approved by the Union Steward or Local Union Officer and forwarded to the Chairman of the County Board who shall schedule a meeting with a County Board Committee consisting of three Board Members, two Officeholders or Department Heads (one of whom will be the affected Officeholder) and a Representative of the Union within ten (10) working days of receipt of the written Grievance unless mutually agreed otherwise. If the Grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the Union and the Chair. If no settlement is reached, the Chair shall provide the Union with a written response within five (5) working days of the meeting previously held between the parties.

In instances of Grievances which involve monetary issues, any proposed settlement arrived at as a result of the Step 2 Grievance Meetings will be taken to the full Franklin County Board at its next regularly scheduled Board meeting after the Grievance Hearing. The Employer's written response shall not be due until five (5) working days from the date of the County Board Meeting.

Step 3: Arbitration

If the Union's Grievance is not settled in accordance with Step 2, the Union may refer the Grievance to binding arbitration within ten (10) working days after the receipt of the written answer or a rejection of a settlement agreement by the County Board. The parties shall attempt to agree upon an arbitrator within ten (10) working days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said ten (10) working day period, the parties shall immediately jointly request the American Arbitration

Association or the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Either party may reject one (1) entire panel. One party shall strike the first name, the other party shall then strike a second name, it will then alternate until the remaining person shall be the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of her selection by a joint letter from the Employer and the Union requesting that she set a time and place, subject to the availability of the Employer and Union Representatives. All arbitration hearings shall be held in Benton, Illinois (unless the parties mutually agree otherwise).

The arbitrator shall act in a judicial, not a legislative capacity, and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement. She shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not submitted to her. In the event the arbitrator finds a violation of the terms of the Agreement, she shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing her decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon her interpretation of the meaning or application of the express terms of the Agreement to the facts of the Grievance presented. A decision rendered consistent with the terms of the Agreement shall be final and binding.

The fee and expenses of the arbitrator and the cost of a written transcript if requested by the arbitrator shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript if one is desired.

Orders of the arbitration panel shall be reviewable by the Circuit Court of Franklin County, Illinois but only for reasons that the arbitration panel exceeded its jurisdiction or the order was procured by fraud, collusion or other similar or unlawful means. The pendency of such proceeding for reviews shall not automatically stay the order of the arbitration panel.

Section 7.3 Time Limit for Filing

No Grievance shall be entertained or processed unless it is submitted within ten (10) working days of the occurrence of the event giving rise to the alleged Grievance or within ten (10) working days when the Employee should have known of the occurrence of the event. If a Grievance is not presented within the time limits set forth above, it shall be considered "waived".

If a Grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer.

If the Employer does not answer a Grievance or an appeal thereof within the specified time limits, the Union may elect to treat the Grievance as denied at that Step and immediately appeal the Grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the Employer and the Union Representatives involved in each Step.

Section 7.4 Presentation and Investigation of Grievances

The investigation of Grievances by the Employee and Union Representatives shall be conducted during non-working hours except that if the Employer schedules a meeting during the working hours of the Employee, such Employee will not lose compensation for the attendance at the meeting.

Section 7.5 Definition of Working Days

Working days for the purposes of the Grievance Article shall mean 8:00 a.m. to 4:00 p.m., Monday through Friday excluding Holidays declared by the State's Attorney's Office.

Section 7.6 Pertinent Witnesses and Documents

The Union may request the presence of witnesses and/or the production of specific documents, books or papers reasonably available from the Employer and substantially pertinent to a Grievance under consideration. Such request shall not unreasonably be denied and when complied with shall be subject to applicable laws, rules and regulations governing the release of information contained in such material. All costs of reproduction of the above documents shall be borne by the Union.

ARTICLE 8
DISCIPLINE and DISCHARGE

Section 8.1

The Employer shall not discipline or discharge any post-probationary Employee without just cause. Oral reprimands shall not be grievable beyond Step 2 of the Grievance Procedure.

Section 8.2 Manner of Discipline

If the Employer has reason to discipline an Employee, it shall be initiated in light of seriousness of the offense and in a timely manner. The Employer shall conduct disciplinary proceedings in a professional manner.

Section 8.3 Pre-Disciplinary Meeting

For discipline, other than oral and written reprimands, prior to notifying the Employee of the contemplated measure of discipline to be imposed, the Employer shall meet with the Employee involved and inform her of the reason for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be entitled to request Union representation. The Employee and Union Representative shall be given the opportunity in the meeting to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed upon request and when warranted.

Any discipline imposed shall commence no later than fifteen days after the completion of the pre-disciplinary meeting.

Section 8.4

An Employee shall be entitled to the presence of a Union Representative at an investigatory interview if she requests one and if the Employee has reasonable grounds to believe that the interview may be used to support disciplinary action against her.

Section 8.5

The following disciplinary actions will be removed from an Employee's personnel records upon the request of the Employee:

1. Oral Reprimand if the Employee has been discipline free for two (2) years.
2. Written Reprimand if the Employee has been discipline free for four (4) years.

**ARTICLE 9
DEFINITIONS**

Section 9.1 Probationary Employees

An Employee is a "probationary Employee" for her first twelve (12) months of employment. Every employee shall serve a one (1) year period of probation. An Employee shall be considered a new hire for the first six (6) months of employment. On completion of said term, the Employees classification shall change from a new hire to a Legal Secretary I.

Upon successful completion of an Employee's probationary period, the Employee shall be eligible for promotion to "Legal Secretary II". Upon request of the Employee, a meeting shall be scheduled between the Employee, the Officeholder/Employer, a Union Representative and a representative of the County Board. Such matters to be considered by the Employer regarding such promotions include, but are not limited to:

- Efficiency
- Accuracy
- Adaptability with the needs of the workplace
- Reliability
- Punctuality
- General Cooperation between Employee and Co-Workers

In the event that the Employer elects not to make the promotion, then that Employee shall have the right to request another meeting one (1) year from the date of the first meeting, and each anniversary thereafter.

All evaluations are subject to the Grievance Procedure outlined herein.

An Employee shall automatically be promoted to Legal Secretary II three (3) years following advancement to Legal Secretary I.

A temporary Employee who becomes an Employee in the same department in which she was performing substantially the same as a full-time temporary Employee for any continuous period immediately preceding the date she became an Employee will have that continuous period counted toward completion of her probationary period.

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 until she has completed her probationary period. Upon the successful completion of her probationary period, she will acquire seniority from her date of hire. An Employee who has a continuous period of full-time temporary employment counted toward completion of her probationary period will acquire seniority from the date she began her continuous period of temporary employment.

Section 9.2 Seniority

Seniority shall, for the purposes of this Agreement, be defined as an Employee's length of continuous full-time service or regular part-time service since her last date of hire, less any adjustments due to lay-off, suspensions of thirty (30) days or more, or approved leaves of absence without pay or other breaks in service.

Section 9.3 Regular Part-Time Employees

Regular part-time Employees covered by the Agreement are those who are regularly scheduled to work less than thirty-five (35) hours but more than twenty (20) hours per week during the calendar year, but not more than nine hundred ten (910) hours during the calendar year. Employees who are hired on a short term basis of less than six (6) months and Employees who are regularly scheduled to work twenty (20) hours or less per week are temporary Employees and not covered by the Agreement. Part-time Employees covered by the Agreement shall receive benefits under the Agreement only on a prorated basis as follows: The Employer may continue to utilize part-time Employees to perform bargaining unit work in accordance with past practice; provided, however, that no part-time Employee will work more than nine hundred ten (910) hours in any fiscal year.

A. Holidays

Part-time Employees shall receive and be paid for the holidays established by the Agreement when the holidays fall on their regularly scheduled workday and for the time they would have been scheduled for work as set forth in ARTICLE 11-HOLIDAYS.

B. Vacations

Part-time Employees shall accrue and may take vacations in accordance with the provisions set forth in ARTICLE

12-VACATIONS except the accumulation rate and the maximum allowable vacation accumulation shall be determined on a pro-rata basis, taking into account the Employee's regularly scheduled hours of work per week.

C. Sick Leave and Duty Injury Leave

Part-time Employees shall accrue and may use sick leave and duty injury leave in accordance with the provisions set forth in ARTICLE 13-SICK LEAVE AND DUTY INJURY LEAVE. However, the sick leave accumulation rate and the maximum allowable sick leave accumulation shall be determined on a pro-rata basis, taking into account the Employee's number of regularly scheduled hours of work per week.

D. Other Types of Leave

Part-time Employees shall be eligible for and may be permitted to take the various types of leave as set forth in the Article on LEAVES OF ABSENCE, provided that such leaves are requested, approved and taken in accordance with the provisions set forth in the applicable leave sections. In the case of these types of leave, as well as in the case of holidays, vacations, sick leave, and duty injury leave, the Employee shall only be compensated each day for the same number of hours that she is regularly scheduled to work.

**ARTICLE 10
HOURS OF WORK**

Section 10.1 Application

The Article is intended to define the normal hours of work per pay period in effect at the time of execution of the Agreement. Subject to Section 10.4, nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting the efficiency of County Government and from establishing the work schedule of Employees.

Section 10.2 The Hours of Service

The offices shall normally provide service to the public during the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday. Employees will normally work a thirty-five (35) hour workweek which includes a one (1) hour unpaid lunch period each day.

Section 10.3 Workweek

The "workweek" is defined as the one hundred sixty-eight (168) hours commencing at 12:00 a.m. Monday and running to 11:59 p.m. the following Sunday.

Section 10.4 Changes in Normal Workweek and Workday

The workday and hours to which Employees are presently assigned shall be given to each Employee. Should it be necessary in the interest of efficient operation to establish schedules departing from that now assigned, the Employer will give notice of such change to the individual as far in advance as is reasonably practicable.

Section 10.5 Overtime Pay

Employees covered by the Agreement shall be paid one and one-half (1 1/2) times their regular straight time hourly rate of pay for all authorized hours of work in excess of thirty-five (35) hours in a workweek. It is specifically understood by the parties that the overtime pay provision shall not apply to unauthorized work. All overtime pay is to accumulate after normal hours worked as specified in Section 10.2.

Compensatory time (comp time) may be paid in lieu of overtime payment if the Employee in her discretion so elects, to a continuing cap of thirty-five (35) hours.

Compensatory time will be calculated at the same rate as overtime pay.

Comp time shall be granted at such times as are mutually agreed upon between the involved Employee and Employer; permission to use comp time shall not be unreasonably denied by the Employer. Comp time shall be granted in blocks of one-half (1/2) days.

Time off for any holidays or accumulated holidays, vacations, compensation days, or sick days shall be counted as time worked for purposes of overtime computation.

Section 10.6

In the event of an emergency closing of the Franklin County State's Attorney's Office due to inclement weather or other disaster, the Officeholder can direct Employees to remain at home without penalty to the Employee.

Section 10.7

The Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be considered as a guarantee of hours of work per day or per week or of days of work per week.

Section 10.8 No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of the Article or Agreement.

Section 10.9 Overtime Requirement

The Employer or her designee shall have the right to require overtime work and will make such assignment in a fair and equitable manner.

Overtime shall be distributed as equally as practicable among those Employees who normally perform the work required.

**ARTICLE 11
HOLIDAYS**

Section 11.1 Holidays

An Employee shall have time off without loss of pay on the following days:

- | | |
|-------------------------------|-------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| Employee's Birthday | General Election Day |
| Lincoln's Birthday | Veteran's Day |
| Washington's Birthday | Thanksgiving Day |
| Good Friday | Friday following Thanksgiving |
| Memorial Day | Christmas Eve Day |
| Independence Day | Christmas Day |

Whenever an Employee is required to work on a holiday, that Employee shall be given either paid time or comp time at twice her straight time rate for hours actually worked in addition to the Employee's regular salary.

Employees scheduled to work a holiday shall be given as much advance notice as practicable.

Section 11.2 Eligibility

To be eligible for holiday pay, the Employee shall work the Employee's last scheduled workday before the holiday and the first scheduled workday after the holiday, unless absence on either or both these workdays is approved by the Employer.

Section 11.3

Assignment of holiday work shall be distributed as equally as practicable among those Employees who normally perform the work required.

Section 11.4 Holiday During Vacation

When a holiday falls on an Employee's regularly scheduled workday during the Employee's vacation period, the employee will be charged with that holiday and retain the vacation day.

**ARTICLE 12
VACATIONS**

Section 12.1 Accrual

Employees shall be credited with all unused vacation hours as of November 30, 2001 and shall thereafter earn additional accrual hours as follows:

| | |
|----------------------------------|---------------------------|
| 0 Years through end of 5 Years | 2.7 hours per pay period |
| 6 Years through end of 10 Years | 4.04 hours per pay period |
| 11 Years through end of 15 Years | 5.4 hours per pay period |
| 16 Years and over | 6.8 hours per pay period |

Section 12.2 Employees Hired before December 1, 1993

Employees hired before December 1, 1993 shall be credited with all unused vacation accrual hours as of April 1, 1994 and shall thereafter earn additional hours as follows:

| | |
|----------------------------------|---------------------------|
| 0 Years through end of 5 Years | 2.7 hours per pay period |
| 6 Years through end of 15 Years | 4.04 hours per pay period |
| 16 Years through end of 25 Years | 5.4 hours per pay period |
| 26 Years and over | 6.8 hours per pay period |

Section 12.3 Use

Vacation time may be taken in increments of not less than one-half (1/2) day, and any time after it is earned. Employees are encouraged to use vacation within the year it is accorded and in no event shall an Employee carry over into the next calendar year more than one hundred seventy-five (175) hours vacation time.

Section 12.4 Vacation Schedules

Subject to the Employer's reasonable operating needs, vacations shall be scheduled as requested by the Employee. Except for the one hundred seventy-five (175) hours allowed to be carried over, the Employer will assign time-off with pay if the Employee does not schedule vacation.

Section 12.5 Vacation Schedules

The vacation sign-up sheet, subject to the approval of the Department Head, will be approved far enough in advance to assure that the smooth performance of County function is not jeopardized.

Section 12.6 Payment in Lieu of Vacation

No salary payment shall be made in lieu of vacation earned but not taken, except on the death or termination of employment for Employees with at least six (6) months of continuous service. Upon such death or termination of employment, the effective date of termination shall be extended by the number of hours of unused vacation.

Section 12.7 Vacation Cancellation and Rescheduling

In the case of an emergency as reasonably determined by the Employer, the Employer may cancel and reschedule any or all approved vacation leaves in advance. In cases of emergency, the Employer will, wherever possible and practical, attempt to recall Employees from vacations in the reverse order of granting vacations. In the event of any cancellation, the rescheduling of vacation time shall be accomplished on a first request, first granted basis.

Section 12.8 Holidays During Vacation Period

In the event a holiday occurs during the period when an Employee is on approved vacation leave, and the Employee would have received the day off with pay, such holiday may be considered as a holiday and shall not be counted as part of the Employee's vacation.

Section 12.9 Vacation Reduction

The vacation schedule set forth in Section 1 of the Article 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 13
SICK LEAVE AND DUTY INJURY LEAVE**

Section 13.1 Sick Leave Accumulation Rate

Each Employee of the Employer covered by the Agreement shall be entitled to accumulate sick leave as follows:

- A. Full-Time Employees: One (1) day of sick leave for each month of service.
- B. Part-Time Employees covered by the Agreement: Proportionate hours based on percentage of time worked to thirty-five (35) hours per week.
- C. The provision on accumulation does not relate back to when the Employee began service with the County. (By reason of the above and by reason of previous policies of the Board, no Employee shall have accumulated more than fourteen (14) days as of January 1, 1998.)

Section 13.2 Sick Leave Eligibility Requirements

New Employees shall start to accumulate sick leave as of their date of employment and shall be eligible for said sick leave absences once they have completed one (1) month of service. Employees shall not accrue sick leave for any pay period during which they are on layoff or other leaves of absence without pay.

Section 13.3 Sick Leave Utilization Requirements

Employees with accrued sick leave credit shall be allowed to utilize such sick leave for the following purposes:

- A. Personal Illness or Disability:
Any Employee who has contracted or incurred and is suffering from any non-service connected sickness or disability, which renders her unable to perform the duties of her position, shall be eligible to receive paid sick leave. This also includes periods during which the employee is under an enforced quarantine in accordance with community health regulations, or

restricted due to exposure to a contagious disease in accordance with a doctor's order.

B. Family Illness or Disability:

Employees shall be eligible to receive paid sick leave when there is a sickness or disability involving a member of their immediate family (spouse, child, step-children, mother, father, in-laws, and/or grandparents living in the Employee's household), which requires the Employee's personal care and attendance, provided that requiring the Employee to report to work would cause a serious hardship on the member of the immediate family suffering from the illness or disability.

C. Medical and Dental Appointments:

Employees shall be eligible to receive paid sick leave for routine medical and dental appointments for themselves or a member of their immediate family as defined in "B" immediately above. The Employee shall request this leave as far in advance as possible.

Section 13.4 Sick Leave Pay

The rate of sick leave pay shall be the Employee's regular straight-time hourly rate of pay in effect for the Employee's regular job at the time the sick leave is taken.

Section 13.5 Duty Injury Leave

A duty incurred sickness or disability shall not be charged against the accumulated sick leave of an Employee, during which the Employee is on approved duty injury leave and eligible for duty injury leave benefits in accordance with applicable law, beginning with the date of injury or date of beginning illness.

Section 13.6 Sick Leave Notification

Employees, who are requesting paid sick leave, shall notify or cause notification to be made to their immediate Supervisor as soon as possible, but in no event less than one (1) hour before the Employee is scheduled to work unless it is impossible. 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 her work shift, she must notify or cause notification to be made to her immediate Supervisor as soon as possible.

Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless the

requirement is expressly waived by the Officeholder or Supervisor.

Section 13.7 Sick Leave Certification and Approval

If the Employer has reasonable grounds to believe sick leave is being abused, it may at its discretion require any Employee requesting paid sick leave to furnish substantiating evidence or a statement from her attending physician certifying that absence from work was required due to the reason set forth in Section 13.3 (Sick Leave Utilization Requirements) above. In any case, such certification must be presented whenever sick leave is requested for more than three (3) consecutive days if requested by the Employer.

Section 13.8 Sick Leave Release

Any Employee who is sick or disabled for three (3) consecutive workdays may be required at the Employer's discretion to secure and submit a physician's release certifying that she is fit to return to work. The release must be submitted to the Employee's Supervisor before the Employee will be permitted to return to work. The Employer may also require, at its discretion, that an Employee take a medical physical. If the Employer requests a medical physical, she may give the Employee leave with pay until the report from the medical physical is received.

Section 13.9 Carry Over and Payment of Unused Sick Leave

1. No reimbursement for unused sick leave will be made for Employees hired after December 1, 1993; such Employees may apply their accrued sick leave toward their IMRF pension according to the rules and regulations of the plan;

2. For those Employees hired prior to December 1, 1993, upon retirement, layoff or voluntary resignation, reimbursements will be made for the number of unused sick days accrued as of April 1, 1994, or the actual number of sick days accrued as of the date of separation, whichever number is less;

3. Reimbursements shall not be made for Employees discharged for just cause disciplinary reasons;

4. Employees who voluntarily resign or retire must give a minimum of fourteen (14) days notice to the Employer of their intentions to be eligible for sick leave reimbursement.

ARTICLE 14
LEAVE OF ABSENCE

Section 14.1 General Leave

Employees covered by the Agreement may request in writing a leave of absence from the Officeholder or Department Head who may grant a leave of absence to an Employee who has been in the bargaining unit for not less than one (1) year, for such periods she sees fit, not to exceed six (6) months. Leaves of absence shall not be granted to Employees if such leave would interfere with continuous provision of service or have a negative economic impact on Employer. In no case shall leaves be granted to accept remunerated employment elsewhere.

As a condition to such leave being granted, the Employee will retain only the right to be appointed to the first vacancy in her own department for which she is fully qualified.

Section 14.2 Military Leave

Military leave shall be granted in accordance with applicable State and Federal laws. Employee(s) must submit written verification to the Employer stating where, when and how long the duty assignment is. Such notice shall be given to the Employer as soon as the orders are received by the Employee(s).

Section 14.3 Substantiation of Leave of Absence

The Employer may require substantiation of any leave of absence or request for leave of absence.

Section 14.4 Effect of Intervening Layoff

If, upon the expiration of a leave of absence, there is no work available for an Employee and if the Employee would have been laid off according to the layoff procedure except for leave of absence, then the Employee shall go directly on layoff.

Section 14.5 Failure to Return From Leave of Absence

An Employee who fails to return to duty at the time specified on her application for leave shall be construed to have resigned from such service.

Section 14.6 Payment of Insurance Premium

In any instance, under any Article in the Agreement, where the Employee continues to receive health insurance benefits but no wages, the Employee is responsible for paying all costs of the group health insurance. Failure to make such payments terminates the Employee from the group insurance.

Section 14.7 Absence Due to Death in Immediate Family

(a) 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, she may utilize previously earned, unused, vacation days and receive compensation for such additional day's absence at her normal rate of pay, provided that the Department Head approved such additional absence. Bereavement leave shall supersede all other leaves of absence.

(b) 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.

(c) 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, grandparent-in-law or grandchild, grandchild-in-law and significant other.

Section 14.8 Jury Duty

An Employee summoned to jury duty will be excused from her work for the required period necessary to perform the duty. The County shall pay the difference between the pay for jury duty and normal compensation.

Section 14.9 Attendance in Court

Any Employee required (subpoenaed or at Employer's request) to attend Court or legislative proceedings which arise out of duties performed as a County Employee shall have the time spent compensated as hours worked. In no instance shall the section apply to suits or claims filed against the Employer by the Union or an Employee unless attendance at the hearing is requested by the Employer.

Section 14.10 Voting Time

An Employee who is scheduled to work the entire time the polls are open may request a special leave, not to exceed the time it would take to vote, and such request shall not be unreasonably denied.

**ARTICLE 15
RATE OF PAY**

Wage rates for the positions covered by the terms of the Agreement are set forth in Appendix A.

**ARTICLE 16
OTHER BENEFITS**

Section 16.1

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

Section 16.2 Illinois Municipal Retirement Fund

The County will continue to contribute to the Illinois Municipal Retirement Fund on all Employees qualified by the Illinois Municipal Retirement Fund System.

**ARTICLE 17
LAYOFF AND RECALL**

Section 17.1 Layoff and Recall

The Employer in its 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. Part-time Employees within the affected department.
2. Probationary Employees within the affected department.
3. 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 of recall 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 her 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 her latest mailing address.

ARTICLE 18 NO STRIKE/NO LOCKOUT

Section 18.1 No Strike

During the term of the Agreement, neither the Union nor any representative of the Union will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, slow down, speed-up, or other concerted refusal to perform duties by any Employee or Employee group, or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the Employer.

Section 18.2 Employer/Employee Rights

The Employer has the right to discipline, up to and including discharge, those Employees for violating the provisions of the Article.

Section 18.3 No Lockout

During the term of the Agreement, neither the Employer nor its agent for any reason shall authorize, institute, aid or promote any lockout of Employees covered by the Agreement.

ARTICLE 19 ENTIRE AGREEMENT

The parties acknowledge that during negotiations, which preceded the Agreement, each had the unlimited right and

opportunity to make demands and proposals with respect to any subject not removed from the area of collective bargaining by operation of law. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. No additions, waivers, deletions, changes or amendments shall be made during the life of the Agreement, except by mutual consent, in writing, of the parties hereto.

ARTICLE 20
AUTHORITY OF THE CONTRACT

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

ARTICLE 21
NOTICES

Section 21.1

Notices hereunder shall be deemed to have been adequately given if served by registered mail upon the persons named below at the address indicated, unless otherwise notified in writing:

NOTICE FOR THE UNION SHALL BE ADDRESSED TO:

LABORERS' LOCAL UNION 773
5102 Ed Smith Way
Marion, Illinois 62959

NOTICE TO THE EMPLOYER SHALL BE ADDRESSED TO:

Evan L. Owens
Franklin County State's Attorney
411 East Main Street
Benton, Illinois 62812

Section 21.2 Employee Notice to Employer

Employees shall notify their Officeholder, in writing, within a reasonable period of time, of any changes in address, telephone number, name or exemption claims for withholding tax.

Section 21.3 Union Notice to Employer

The Union agrees to furnish the Officeholder with the name of its Union Steward and to immediately notify the Employer of any changes in that position.

**ARTICLE 22
DRUG FREE WORKPLACE**

In order to comply with certain State and Federal requirements of a Drug Free Workplace, the Employer has established policies and published rules which are in compliance with same acts. The Employees herein will have access to the Grievance Procedure established in the Agreement for discipline imposed under such policies.

Drug and Alcohol 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 placed on a last chance agreement which terms shall include five (5) years of unscheduled testing.

**ARTICLE 23
TERM OF AGREEMENT**

The Agreement shall be effective upon signing and shall remain in full force and effect until the 30th day of November 2016 and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the anniversary date that it desires to modify or terminate the Agreement. In the event such notice is given, negotiations shall begin no later than one hundred twenty (120) days prior to the anniversary date.

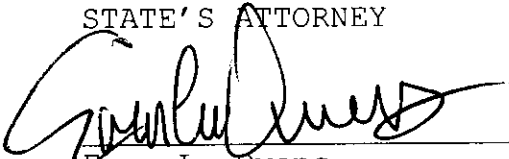
The following procedure is hereby agreed to in the event of an impasse at the expiration of the Agreement:

- 1.) If, at the expiration of the Agreement, a settlement mutually agreeable to both parties has not been reached, a joint request will be made to the Federal Mediation and Conciliation Service for a mediator. If, at the end of thirty (30) days, the process has not produced an agreement, it shall be referred to Step 2.
- 2.) A joint request for arbitration shall be made to the Federal Mediation and Conciliation Service for an arbitrator with both parties each submitting their last final offer. The arbitrator shall follow the mandates of the Illinois Labor Relations Act and shall render a decision within forty-five (45) days which shall become final and binding on the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands.

FOR THE EMPLOYER:

FRANKLIN COUNTY
STATE'S ATTORNEY




Evan L. Owens

Date: 4-16-15

FOR THE UNION:

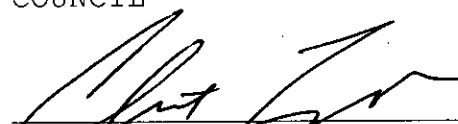
LABORERS' LOCAL 773



Kevin L. Starr
Business Manager

Date: 4-2-15

The SOUTHERN and CENTRAL
ILLINOIS LABORERS' DISTRICT
COUNCIL



Clint B. Taylor
Business Manager

Date: 4-2-15

EMPLOYEES


Nell Jones


Tina Bauman


Kristina Rich

**APPENDIX A
WAGE SCHEDULE**

Effective December 1, 2013, positions and salaries will be as follows: Increase 2.5%/3.0%/2.5%

| | 12/1/2013 | 12/1/2014 | 12/1/2015 |
|--------------------|-----------|-----------|-----------|
| NEW HIRE: | \$11.84 | \$12.20 | \$12.51 |
| LEGAL SECRETARY I: | \$13.08 | \$13.47 | \$13.81 |

Employee:
Legal Secretary II:

| | | | |
|-------------------|---------|---------|---------|
| Nell Jones | \$16.83 | \$17.33 | \$17.76 |
| Hire Date 4-14-97 | | | |

| | | | |
|------------------------|---------|---------|---------|
| Tina Bauman | \$15.23 | \$15.69 | \$16.08 |
| Transfer Date 8-7-2010 | | | |

| | | | |
|------------------------|---------|---------|---------|
| Kristina Rich | \$16.83 | \$17.33 | \$17.76 |
| Transfer Date 6-1-2008 | | | |

**APPENDIX B
DUES CHECK-OFF AUTHORIZATION FORM**

LABORERS' LOCAL 773
5102 Ed Smith Way
MARION, IL 62959

AFFILIATED WITH
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

Franklin County State's Attorney

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.

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

The 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 the 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, the 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_____.

| | | |
|----------------|------------------------|----------|
| Phone | Employee Signature | |
| <hr/> | | |
| Date of Birth | Social Security Number | |
| <hr/> | | |
| Street Address | | |
| <hr/> | | |
| City | State | Zip Code |

Gayla Sink

From: bsandusky@franklincosa.com
Sent: Friday, April 17, 2015 7:48 AM
To: Gayla Sink
Subject: [FWD: Travel request]

Gayla,

I sent the following email on Wednesday, but apparently it was sent to the wrong email address. Sorry for any inconvenience. Thank you for your help with this matter.

Beth Sandusky

----- Original Message -----

Subject: Travel request
From: <bsandusky@franklincosa.com>
Date: Wed, April 15, 2015 6:39 am
To: "Gaya Sink" <gaylasink@franklincounty.org>

Gayle,

Evan has requested that I contact you regarding travel for attorney Troy Wise and advocate Ashley Klus. Mr. Wise and Mrs. Klus will be traveling to Kankakee, IL on April 16, 2015 to speak with a witness in a criminal case that will be going to trial on April 27, 2015. This office is requesting travel funds be used for the travel purposes of this trip. They will expend funds for gas for the trip and meals for the day. No overnight stay will be used, unless there is an emergency. This is a last minute trip, otherwise the proper procedures would have been utilized to request this travel. Thank you for your time with this matter.

Sincerely,

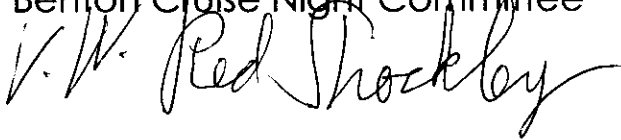
Beth Sandusky
Victim Services Coordinator

April 8, 2015
P. O. Box 711
Benton, IL 62812
Tel 439-3317

Franklin County Board

The Benton Cruise Night Committee is planning to continue our summer Cruise Night series for 2015. We ask that the Franklin County Board continue to support this very successful event by allowing us to park cars on the inside of the Benton square. The Cruise Committee will provide Liability Insurance for each event. The events will take place from 4:00pm to 8:30pm the second Saturday of each month from May through August.

Benton Cruise Night Committee



V. W." Red" Shockley



**Franklin County Joint
Emergency Telephone System Board**

**907 W. Washington St.
Benton, Illinois 62812**

Tel.: (618) 439-0911 Fax: (618) 435-4433

March 31, 2015

TO: Franklin County Clerk's Office
FR: Rick Basso, Franklin County 9-1-1 Director
RE: District 2 Vacancy on the Franklin County
Joint Emergency Telephone System Board

Attached is the original signed resignation letter from Sean Faires who was appointed to a three year term on the Franklin County 9-1-1 Board during March of 2014. Sean resigned his position on the Board as a result of his resignation from the City of Benton Fire Department and his subsequent move to Peoria.

Sean was appointed from District 2 and his term runs through March of 2017. Since there are two years remaining in the term, it would be appropriate to appoint a replacement. The replacement must come from District 2 and could be either a Private Citizen or a representative from the Public Safety community.

Rick Basso

Attachment

CC: Gayla Sink

FILED

APR 04 2015

Gayla Sink
FRANKLIN COUNTY CLERK

MEMO

TO: Franklin County 911

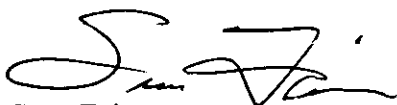
FROM: Fire Chief Sean Faires

RE: Resignation

DATE: 2/17/2015

Please accept my resignation from the Franklin County 911 Board. I resigned from the City of Benton as Fire Chief, and have taken another Fire Chief position in Peoria, IL with Securitas Critical Infrastructure Services (SCIS) relocating me 4 hours from Franklin County.

I would like to thank everyone for allowing me to serve on the Franklin County 911 Board, and I wish everyone the very best.



Sean Faires
Fire Chief/Account Manager
Securitas Critical Infrastructure Services
2000 W Pioneer Parkway
Peoria, IL 61615
217-652-8956