

2021-09  
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*Agreement No. 2021-09*

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**THE COUNTY OF FRANKLIN**

**FRANKLIN COUNTY CLERK**

**FRANKLIN COUNTY TREASURER**

**FRANKLIN COUNTY SUPERVISOR OF ASSESSMENTS**

**FRANKLIN COUNTY ENGINEER**

**(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, 2020 THROUGH NOVEMBER 30, 2023**

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## **COLLECTIVE BARGAINING AGREEMENT**

This Collective Bargaining Agreement is entered into by and between THE FRANKLIN COUNTY CLERK, TREASURER, SUPERVISOR OF ASSESSMENTS, and COUNTY ENGINEER with the FRANKLIN COUNTY BOARD (herein referred to with the above-named Officeholders and Department Heads as the "Employer") and by 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 this 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 this 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 this Agreement.

In consideration of the mutual promises, covenants, and agreement 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 20 hours per week) of Franklin County in the offices of County Clerk, County Treasurer, Supervisor of Assessments and County Highway Department.

But Not the Following:

Temporary employees, part-time employees regularly scheduled to work 20 hours or less per week or not more than nine hundred and 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  
EMPLOYERS' 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 the terms of this Agreement by the Employer, are reserved to and shall continue to vest in the Employer. This shall include, this 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 this 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 this Agreement;
8. Determine the type 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 this Agreement shall be construed to modify, eliminate, or detract from the statutory responsibilities, limits and obligations of the Franklin County Board, the Franklin County Officeholders and Department Heads.

**ARTICLE 4  
UNION CHECK-OFF AND RIGHTS**

**Section 4.1 Dues Check-off**

While this 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 this 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 administering this 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 employee any amounts paid to the Union in error on account of this 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 this 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' International Union of North America, 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 this 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 their 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 their 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 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**

**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 this 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 employees 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 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 expressed terms of this Agreement. It is understood by the parties that the terms of this 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 the employee believes to be a violation of the contract 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 this 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 Two 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. Both the Employer and the Union shall have the right to strike three (3) names from the panel. One party shall strike the first name, the other party shall then strike a second name, the first party a third name, and the other party a fourth name, and the remaining person shall be the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of their selection by a joint letter from the Employer and the Union requesting that the arbitrator 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 this Agreement. The arbitrator 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 them. In the event the arbitrator finds a violation of the terms of this Agreement, they 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 their 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 the arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this 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 review 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 Employers 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 this grievance article shall mean 8:00 a.m. to 4:00 p.m., Monday through Friday excluding holidays declared by the County Board.

**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 them 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 Investigatory Interview**

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

**Section 8.5 Personnel Records**

Disciplinary actions will be removed from the employee's personnel records, upon the request of the employee, if the employee has been discipline free for six (6) months in the case of an oral reprimand and after one (1) year in the case of a written reprimand.

**ARTICLE 9  
DEFINITIONS**

**9.1 Probationary Employees**

1. All new employees shall serve a six (6) month probationary period starting with the date of hire.

2. While an employee's probationary period ends after six (6) months of continuous service, no employee receives a longevity step (step down) except those who have been employed at least six (6) months before the anniversary date of this contract (i.e. employees hired between December 1<sup>st</sup> and May 31<sup>st</sup> shall receive their step increase on December 1<sup>st</sup>. Employees hired after May 31<sup>st</sup> will receive their step increase on December 1<sup>st</sup> the following year.)

3. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures.

4. A probationary employee shall have no seniority, until they have completed their probationary period. Upon the successful completion of their probationary period, they will

acquire seniority from their date of hire.

## **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 their last date of hire, less any adjustments due to lay-off, suspensions of 30 days or more, or approved leaves of absence without pay or other breaks in service.

## **9.3 Posting Vacant or New Positions**

Each office subject to this Agreement, Franklin County Clerk, Franklin County Treasurer, Franklin County Supervisor of Assessments and Franklin County Engineer (Clerical), agree to post any vacant or new full-time positions that are subject to this Agreement. Such posting shall be in the office of the County Board. Any employee subject to this Agreement may apply for any vacant or new position posted. Nothing in this Section shall give any employee a right to employment in any vacant or new full-time position. It is specifically understood that the individual Officeholder retains the sole and exclusive right to hire who they want regardless of whether or not they are presently covered by the terms of this Agreement.

## **9.4 Regular Part-Time Employees**

Regular part-time employees covered by this 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 calendared year, but not more than nine hundred and 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 this Agreement. 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 and ten (910) hours in any fiscal year. Part-time employees covered by this Agreement shall receive benefits under this Agreement only on a prorated basis as follows:

### **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 Article 14 -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 they are regularly scheduled to work.

## **ARTICLE 10 HOURS OF WORK**

### **Section 10.1 Application**

This Article is intended to define the normal hours of work per pay period in effect at the time of execution of this 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 hour unpaid lunch period each day.

### **Section 10.3 Workweek**

The "workweek" is defined as the thirty-five (35) 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 this Agreement shall be paid one and one-half (1 ½) 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 this 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

their 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 Courthouse and/or the Annex Building due to inclement weather or other disaster, the individual Officeholder can direct individual employees to remain at home. The employee shall receive the following pay:

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

**Section 10.7**

This 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 day 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 this Article or Agreement.

**Section 10.9 Overtime Requirement**

The Employer or 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  
HOLIDAY**

**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 |
| General Election Day          | Juneteenth   |

Veteran's Day  
 Thanksgiving Day  
 Friday following Thanksgiving  
 Christmas Eve  
 Christmas Day

Washington's Birthday  
 Good Friday  
 Memorial Day  
 Independence Day

Whenever an employee is required to work on a holiday, that employee shall be given either paid time or comp time at time and a half (1 ½) of their 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 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 for Employees hired after December 1, 1993**

Employees hired before December 1, 2014 shall be credited with unused vacation hours as of November 30, 2001 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 10 Years	4.04 hours per pay period
11 Years through end of 16 Years	5.4 hours per pay period
17 Years and Over	6.8 hours per pay period

Employees hired on or after December 1, 2014 shall earn vacation 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 19 Years	5.4 hours per pay period
20 Years and Over	6.8 hours per pay period

**Section 12.2 Use**

Vacation time may be taken in increments of not less than three and one-half (3 ½) hours, 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 and seventy-five (175) hours vacation time. Employees hired on or after December 1, 2014 shall carry over into the next calendar year no more than seventy (70) hours vacation time.

**Section 12.3 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 by employees hired before December 1, 2014 and the seventy (70) hours allowed to be carried over by employees hired on or after December 1, 2014, the Employer will assign time off with pay if the employee does not schedule vacation.

**Section 12.4 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 12.5 Payment in Lieu of Vacation**

Each year of this Agreement, an employee shall have the option to receive payment, at the employee's regular rate of pay, in lieu of maximum of seventy (70) unused vacation hours. The Employee must request payment by the close of business on November 1<sup>st</sup> each year, and the payment shall be remitted in the last paycheck of that same month. Upon death or termination of an employee with at least six (6) months of continuous service, the effective date of termination shall be extended by the number of hours of unused vacation.

**Section 12.6 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 12.7 Vacation Reduction**

The vacation schedule set forth in Section 1 of this 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, 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 this Agreement shall be entitled to accumulate sick leave as follows:

- A. Full-Time Employees: One day of sick leave for each month of service.
- B. Part-Time Employees covered by this Agreement:  
Proportionate hours based on percentage of time worked to thirty-five (35) hours per week.
- C. This 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 this Board, no employee shall have accumulated more than 14 days as of January 1, 1988.)

**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 them unable to perform the duties of their 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 for 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 this 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 their work shift, they must notify or cause notification to be made to their 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 this 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 their 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 3 consecutive workdays may be required at the Employers discretion to secure and submit a physician's release certifying that they are fit to return to work. This 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, the Employer 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 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. Employees may apply their accrued sick leave toward their IMRF pension according to the rules and regulations of the plan;

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.

**Section 13.10 Use of Sick Leave for Personal Reasons**

Employees may use up to four (4) days of sick leave as personal days per year. The use of the days must be approved by the Officeholder and requested at least one (1) working day in advance except in those instances when the reason for the request of a personal day is of an emergency nature.

**ARTICLE 14  
LEAVES OF ABSENCE**

**Section 14.1 General Leave**

Employees covered by this 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) years, for such periods the Officeholder or Department Head 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 their own department for which they are 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 notices 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, and 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 considered to have resigned from such service.

**Section 14.6 Payment of Insurance Premium**

In any instance, under any article in this 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 this employee from the group insurance.

**Section 14.7 Absence Due to Death in Immediate Family**

(a) In the event of the death of a spouse or child, an employee shall be permitted to be absent from their job for five (5) days per occurrence. In the event of the death of an immediate family member, an employee shall be permitted to be absent from their job for three (3) days per occurrence with prior notice to their Department Head. For such day's absence, the employee shall receive compensation at their normal rate of pay. If the employee desires to be absent for more than three (3) days or five (5) days for a spouse or child, the employee may utilize previously earned, unused, vacation days and receive compensation for such additional days absence at the employee's normal rate of pay, provided that the Department Head approves such additional absence. Bereavement leave shall supersede all other approved 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 or grandchild and significant other.

**Section 14.8 Jury Duty**

An employee summoned to jury duty will be excused from their work for the required period

necessary to perform this 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 this 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 this Agreement are set forth in Appendix A.

**ARTICLE 16  
OTHER BENEFITS**

**Section 16.1**

Through December 31, 2021, the Employer agrees to provide one hundred percent (100%) of the employee's monthly contribution toward the cost of health, dental and life insurance benefits to any employee individually enrolled in the County health, life and dental insurance program. To be eligible to participate in the health, life and dental insurance program and to receive the Employer contribution, an employee must be a full-time employee defined for purposes of this Article as an employee who is regularly assigned and works on the average at least thirty-five (35) hours per week.

Beginning January 1, 2022 the Employer agrees to pay Thirty-five dollars (\$35) a month with the Employer providing the remainder of the employee's monthly contribution toward the cost of health, dental and life insurance benefits to any employee individually enrolled in the County health, life and dental insurance program. To be eligible to participate in the health, life and dental insurance program and to receive the Employer contribution, an employee must be a full-time employee defined for purposes of this Article as an employee who is regularly assigned and works on the average at least thirty-five (35) hours per week.

**Section 16.2**

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

**Section 16.3**

The County will reimburse the employees for the use of their personal vehicle when utilizing the same for County business pursuant to the County Board Policy on travel reimbursement.

**Section 16.4**

Due to the work performed during the COVID19 pandemic, specifically work performed after January 27, 2020 through June 30, 2021, for which the County will provide a "Premium Hazard Pay" (one-time payment) of Three Thousand Dollars (\$3,000.00) within thirty (30) days of permittable use of funds under the American Rescue Act and then again an additional "Premium Hazard Pay" in the amount of Three Thousand Five Hundred dollars (\$3,500.00) within thirty (30) days of permittable use of the second half of the American Rescue Funds.

**ARTICLE 17  
LAYOFF AND RECALL**

**Section 17.1 Layoff and Recall**

The Employer, in the Employer's 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 workers 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 their intention to return within five (5) days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notices by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation of the employee to provide the employer of the employee's latest mailing address.

**ARTICLE 18  
NO STRIKE / NO LOCKOUT**

**Section 18.1 No Strike**

During the term of this 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 this Article.

**Section 18.3 No Lockout**

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

**ARTICLE 19  
ENTIRE AGREEMENT**

The parties acknowledge that during negotiations which preceded this 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 this Agreement. No additions, waivers, deletions, changes or amendments shall be made during the life of this Agreement, except by mutual consent, in writing, of the parties hereto.

**ARTICLE 20  
AUTHORITY OF THE CONTRACT**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action 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 this 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' International Local Union 773  
5102 Ed Smith Way  
Marion, Illinois 62959

NOTICE TO THE EMPLOYER SHALL BE ADDRESSED TO:

Larry Miller, Chairman  
Franklin County Board  
Franklin County Courthouse  
P.O. Box 607  
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 Officeholders 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.

## ARTICLE 23 TERM OF AGREEMENT

This Agreement shall be effective upon signing and shall remain in full force and effect until the 30th day of November, 2023, 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 this 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 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 Public Labor Relations Act, and shall render a decision within forty-five (45) days which shall become binding on the parties.



**SIGNATURE PAGE**

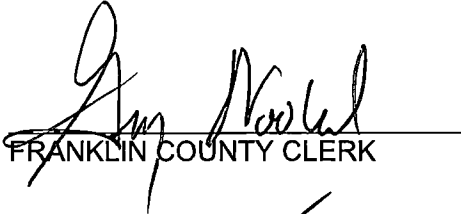
IN WITNESS THEREOF, the parties hereto have set their hands this 19<sup>th</sup> day of July, 2021.

FRANKLIN COUNTY BOARD  
FRANKLIN COUNTY, ILLINOIS

  
CHAIRMAN

  
MEMBER

  
MEMBER

  
FRANKLIN COUNTY CLERK

  
FRANKLIN COUNTY TREASURER

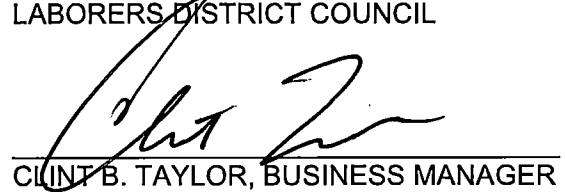
  
FRANKLIN COUNTY SUPERVISOR  
OF ASSESSMENTS

  
FRANKLIN COUNTY ENGINEER

LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA, LOCAL 773

  
A. JERRY WOMICK, BUSINESS MANAGER

SOUTHERN AND CENTRAL ILLINOIS  
LABORERS DISTRICT COUNCIL

  
CLINT B. TAYLOR, BUSINESS MANAGER

**LETTER OF UNDERSTANDING**

WHEREAS, the signatories to the contract executed on this same date wish to clarify certain matters regarding the contract, they have agreed as follows:

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 this contract for discipline imposed under such policies.

IN WITNESS WHEREOF, the parties have set their hands this 3<sup>RD</sup> day of January, 2018.

FRANKLIN COUNTY BOARD  
FRANKLIN COUNTY, ILLINOIS

  
\_\_\_\_\_  
CHAIRMAN

Date 1-3-18

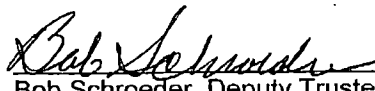
  
\_\_\_\_\_  
FRANKLIN COUNTY CLERK

  
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FRANKLIN COUNTY TREASURER

  
\_\_\_\_\_  
FRANKLIN COUNTY SUPERVISOR  
OF ASSESSMENTS

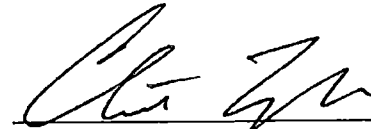
  
\_\_\_\_\_  
FRANKLIN COUNTY ENGINEER

LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA, LOCAL 773

  
\_\_\_\_\_  
Bob Schroeder, Deputy Trustee

Date 1-3-18

SOUTHERN AND CENTRAL ILLINOIS  
LABORERS DISTRICT COUNCIL

  
\_\_\_\_\_

Date 1-3-18

**APPENDIX A**

Years of	2019	2020	2021	2022
Service	Current	0%	1.50%	2.00%
1	\$27,874.00	\$27,874.00	\$28,292.11	\$28,857.95
2	\$30,809.00	\$30,809.00	\$31,271.14	\$31,896.56
3	\$30,987.00	\$30,987.00	\$31,451.81	\$32,080.85
4	\$31,165.00	\$31,165.00	\$31,632.48	\$32,265.13
5	\$31,344.00	\$31,344.00	\$31,814.16	\$32,450.44
6	\$31,522.00	\$31,522.00	\$31,994.83	\$32,634.73
7	\$31,700.00	\$31,700.00	\$32,175.50	\$32,819.01
8	\$31,879.00	\$31,879.00	\$32,357.19	\$33,004.33
9	\$32,057.00	\$32,057.00	\$32,537.86	\$33,188.62
10	\$32,235.00	\$32,235.00	\$32,718.53	\$33,372.90
11	\$32,413.00	\$32,413.00	\$32,899.20	\$33,557.18
12	\$32,592.00	\$32,592.00	\$33,080.88	\$33,742.50
13	\$32,770.00	\$32,770.00	\$33,261.55	\$33,926.78
14	\$32,948.00	\$32,948.00	\$33,442.22	\$34,111.06
15	\$33,126.00	\$33,126.00	\$33,622.89	\$34,295.35
16	\$33,305.00	\$33,305.00	\$33,804.58	\$34,480.67
17	\$33,483.00	\$33,483.00	\$33,985.25	\$34,664.96
18	\$33,661.00	\$33,661.00	\$34,165.92	\$34,849.24
19	\$33,839.00	\$33,839.00	\$34,346.59	\$35,033.52
20	\$34,018.00	\$34,018.00	\$34,528.27	\$35,218.84
21	\$34,196.00	\$34,196.00	\$34,708.94	\$35,403.12
22	\$34,374.00	\$34,374.00	\$34,889.61	\$35,587.40
23	\$34,553.00	\$34,553.00	\$35,071.30	\$35,772.73
24	\$34,731.00	\$34,731.00	\$35,251.97	\$35,957.01
25	\$34,909.00	\$34,909.00	\$35,432.64	\$36,141.29
26	\$35,087.00	\$35,087.00	\$35,613.31	\$36,325.58
27	\$35,266.00	\$35,266.00	\$35,794.99	\$36,510.89
28	\$35,444.00	\$35,444.00	\$35,975.66	\$36,695.17
29	\$35,622.00	\$35,622.00	\$36,156.33	\$36,879.46
30	\$35,800.00	\$35,800.00	\$36,337.00	\$37,063.74
31	\$35,979.00	\$35,979.00	\$36,518.69	\$37,249.06
32	\$36,157.00	\$36,157.00	\$36,699.36	\$37,433.35
33	\$36,335.00	\$36,335.00	\$36,880.03	\$37,617.63
34	\$36,514.00	\$36,514.00	\$37,061.71	\$37,802.94
35	\$36,692.00	\$36,692.00	\$37,242.38	\$37,987.23
36	\$36,870.00	\$36,870.00	\$37,423.05	\$38,171.51
37	\$37,048.00	\$37,048.00	\$37,603.72	\$38,355.79
38	\$37,227.00	\$37,227.00	\$37,785.41	\$38,541.12
39	\$37,405.00	\$37,405.00	\$37,966.08	\$38,725.40
40	\$37,583.00	\$37,583.00	\$38,146.75	\$38,909.69

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

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

AFFILIATED WITH  
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

Franklin County Government (Courthouse)

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\_\_\_\_\_.

\_\_\_\_\_  
Phone Employee Signature

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

\_\_\_\_\_  
Street Address

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

\_\_\_\_\_  
Initiation Fees Hire Date Dues