

RESOLUTION No. 2015-24

**Congratulatory Resolution of Appreciation  
to  
Franklin Hospital**

WHEREAS, Franklin Hospital was established in 1955 to be a healthcare facility owned by the Citizens of Franklin County, Illinois, and

WHEREAS, Franklin Hospital has continuously served patients from Franklin County and beyond, in a host of ways, healing and saving lives, and

WHEREAS, Franklin Hospital has survived and triumphed over many challenges in the medical and public environment, including its near-closing in the early part of this twenty-first century, and

WHEREAS, a dedicated staff both past and present, utilizing ingenuity, flexibility, and determination has focused on serving patients and responding to constant changes in the health care environment, and

WHEREAS, Franklin Hospital continues to evolve with progressive changes in order to serve its community well into the future, and

WHEREAS, Franklin Hospital's Board and leadership team have dedicated themselves to the betterment of the hospital by making decisions which focus on the benefit to the public they serve, and

WHEREAS, Franklin Hospital has expressed its vision for the future with an aggressive plan of renovation to continue its legacy of improvement of facilities, therefore

BE IT RESOLVED, that the Franklin County Board expresses its congratulations to the staff, administration, and Board of Directors on sixty years of continuous service to the patients that seek healing, and

BE IT FURTHER RESOLVED, that the Franklin County Board expresses its sincere appreciation on behalf of the citizens of Franklin County, Illinois, to the entire Franklin Hospital family, both past and present, for their dedication to the mission of Franklin Hospital, and

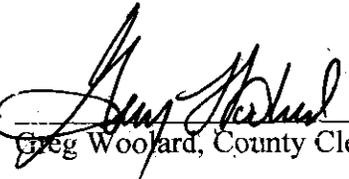
BE IT FURTHER RESOLVED, that a copy of this resolution be entered as a permanent record of the action taken by the Franklin County Board of Franklin County, Illinois.

PASSED by the Franklin County Board this 19<sup>th</sup> day of May, 2015.

AYES 9

NAYS 0

  
Randall Crocker, Chairman

Attest:   
Greg Woolard, County Clerk

March 30, 2015

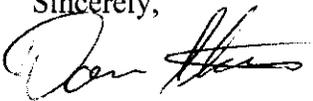
To: Rend Lake Tourism Council

From: Donald Storey

I regret to inform you that I am resigning from the Rend Lake Tourism Council effective immediately.

I have taken on another commitment that has not been allowing me to attend recent meetings or meetings in the future. I have enjoyed my involvement with the tourism council and I wish you all the best in your future endeavors.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Storey", written in a cursive style.

Donald Storey  
1208 S. Commercial St.  
Benton, IL 62812

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

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

Recording & Filing Fees	23,793.00	
less: \$ 4.00 per instrument fee	1,844.00	
less: \$19.00 per instrument fee	8,759.00	
Sub-Total for Recording & Filing Fees		13,190.00
RHSP - County -- \$.050 per instrument fee		214.50
RHSP - IDOR -- \$9.00 per instrument fee		3,861.00
Real Estate Stamps		8,485.50
Assumed Name		25.00
Cert Birth, Marriage, Death & Rec.		1,606.00
Copy Services		1,391.00
Election Business		73.04
Forfeiture Fee		6.00
Marriage Licenses / Civil Union		870.00
Miscellaneous		418.00
Notary		55.00
Tax Deeds		15.00
Take Notice		1,533.57
Tax Redemption Fee (67)		2,680.00
Cash Drawer		21.10
<i>Vital Records -- Cert Death Record: 7 x 4 = 28 fee acct. check #1261</i>		<i>(28.00)</i>
<i>Marriage Families Domestic Violence Fund: 29 x 5 = 145 fee acct. check #1262</i>		<i>(145.00)</i>
<i>Rental Housing Support Program Fund</i>		
-- IDOR: 429 x 9 = 3,861 e.f. transfer		<i>(3,861.00)</i>
#341 - County Clerk Fees		\$30,410.71
19-371 - \$4.00 per instrument and/or micro-filming (461 documents)		1,844.00
59-352 - \$19.00 per instrument GIS (461 documents)		8,759.00
190-371 - \$0.50 per instrument Clerk County (429 documents)		214.50
59-352 - Approval of Legal Description		75.00
322 - Liquor License		100.00
Sub-Total		\$41,403.21
#361 - Interest Accrued for April, 2015		
Fee Account	\$ 0.61	
Tax Redemption	\$ 1.91	
TOTAL RECEIVED BY THE COUNTY CLERK		\$41,405.73
Fee Account - Check #1263	\$38,723.82	
Tax Account - Check #2750	\$ 2,681.91	
TOTAL FEES SUBMITTED MAY, 2015		
TO THE FRANKLIN COUNTY TREASURER -		\$41,405.73

## Gayla Sink

---

**From:** Marty Leffler <franklincountycoroner@yahoo.com>  
**Sent:** Monday, April 20, 2015 2:16 PM  
**To:** Gayla Sink  
**Subject:** travel request

I have a request for a meeting in Springfield,IL. I will be in Springfield from 04/26 thru 04/28.

I am on the Illinois Coroner's and Medical Examiners Board of Directors and have a meeting on Monday, April 27 and a Coroner meeting on 04/28 in conjunction with the IACO.

I am only requesting conference fee and mileage, I will take care of the room myself.

Marty Leffler  
Franklin County Coroner

RESOLUTION NO. 2015- 25

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 19th day of May, 2015

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

Attest:

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

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

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

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

**RECEIVED**  
MAY 08 2015

FRANKLIN CO. CLERK

RES#	Account	Type	Account Name	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
05-15-001	20110418	SUR	JERRY JOHNSON	2,397.81	54.00	0.00	0.00	940.24	1,341.57
05-15-002	1014154B	SAL	TOSHA J ORR	695.00	0.00	0.00	95.00	350.00	250.00
Totals				<b>\$3,092.81</b>	<b>\$54.00</b>	<b>\$0.00</b>	<b>\$95.00</b>	<b>\$1,290.24</b>	<b>\$1,591.57</b>

							Clerk Fees	<b>\$54.00</b>
							Recorder/Sec of State Fees	<b>\$95.00</b>
							Total to County	<b>\$1,740.57</b>

Committee Members

**Franklin County May 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>
1014154B <i>Parcel(s) Involved: 61-026-06</i>	10/03/2014	Tosha J Orr	January 1, 2015 payable 2015

RESOLUTION



No. 2015-26

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

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

Sec TWP RNG CITY OF ZEIGLER LOT 6 BLK 17

PERMANENT PARCEL NUMBER: 10-24-358-001

As described in certificate(s): 20110418 sold on November 16, 2011

Commonly known as: 412 PINE ST.

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

WHEREAS, Jerry Johnson, has paid \$2,335.81 for the full amount of taxes involved and a request for surrender of the tax sale certificate has been presented to the Delinquent Tax Committee and at the same time it having been determined that the County shall receive \$1,341.57 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$54.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account. The remainder is the amount due the agent for his services.

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

BE IT RESOLVED BY THE COUNTY BOARD OF FRANKLIN COUNTY, ILLINOIS, that the Chairman of the Board of Franklin County, Illinois, authorizes the cancellation of the appropriate Certificate(s) of Purchase on the above described real estate for the sum of \$1,341.57 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 19 day of May, 2015

ATTEST:

[Signature]
CLERK

[Signature]
COUNTY BOARD CHAIRMAN



**RESOLUTION**  
*No. 2015-27*

**RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR TO ASSIGN  
MOBILE HOME TAX SALE CERTIFICATE OF PURCHASE**

WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Franklin, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent mobile home taxes;

AND WHEREAS, pursuant to this program the County of Franklin, as Trustee for the Taxing Districts, has obtained a Tax Sale Certificate of Purchase as to the following described mobile home:

4427 HARVEY ST

PERMANENT PARCEL NUMBER: 61-026-06

As described in certificates(s) : 20119020 sold November 2011

AND WHEREAS, pursuant to public auction sale, Tosha J Orr, Purchaser(s), has/have deposited the total sum of \$695.00 for the purchase of the said Certificate of Purchase and has/have requested that the County of Franklin assign to said Purchaser(s) the said Certificate of Purchase and all of the rights of Franklin County to obtain a Tax Certificate of Title as to the said mobile home and further, from said payment the County shall receive \$250.00 as a return for its certificates(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of certificate(s) and to reimburse for the charges advanced therefrom; the Auctioneer shall receive \$0.00 for services rendered; the Illinois Secretary of State shall receive the sum of \$95.00 for issuance of the Tax Certificate Title to said Purchaser(s); and the remainder shall be the sums due the Tax Agent for his services;

AND WHEREAS, it appears to the Delinquent Tax Committee that Franklin County and its taxing districts will be best served by assigning its said Tax Sale Certificate of Purchase to said Purchaser(s) in exchange for the aforesaid payment;

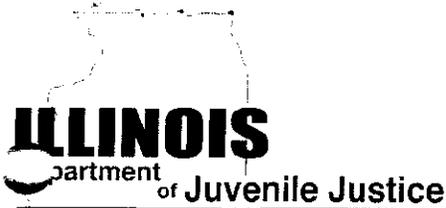
NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF FRANKLIN COUNTY, ILLINOIS, that the County Board Chair is authorized to assign the abovesaid Tax Sale Certificate of Purchase as to the above described mobile home in exchange for payment to the Treasurer of Franklin County, Illinois, of the sum of \$250.00, which shall be disbursed according to law. This resolution shall 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.

PRESENTED, ADOPTED, APPROVED and RECORDED this 19 day of May, 2015

ATTEST:

  
CLERK

  
COUNTY BOARD CHAIRMAN



**Bruce Rauner**  
Governor

**Candice Jones**  
Acting Director

707 North 15<sup>th</sup> Street, Springfield, IL 62702  
Phone: (217) 557-1030 / TDD: (800) 526-0844

February 10, 2015

Superintendent Shawn Freeman  
Franklin County Juvenile Detention Center  
409 East Washington St  
Benton, IL 62812  
Dear Superintendent Freeman:

A copy of the annual inspection report of your juvenile detention facility is enclosed. The *Illinois Compiled Statutes* require the Illinois Department of Juvenile Justice to inspect juvenile detention facilities annually and to make the results available for public review.

The inspection of January 21, 2015, revealed no non-compliances with the Illinois County Juvenile Detention Standards. Therefore, your facility has been declared compliant with the Illinois Juvenile Detention Standards. However, the Illinois Department of Juvenile Justice, at this time, strongly recommends that you review your policy and procedure on the use of rooms that are designated ADA Compliant.

Superintendent Freeman, members of the Office of Detention and Audit Services are available for consultation should you desire.  
You may reach our office at 630/584-0506, ext. 530.

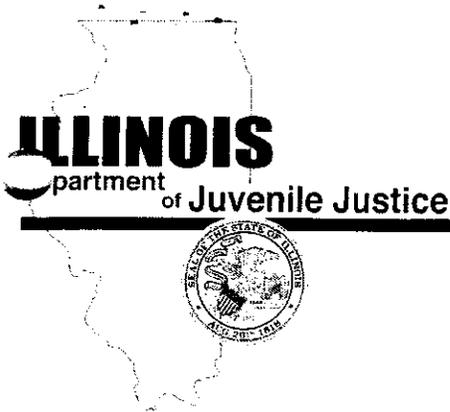
Sincerely,

A handwritten signature in black ink, appearing to read "R.C. Catchings", is written over the word "Sincerely,".

Robert C Catchings

Enclosure:

cc: Candice Jones Director Illinois Department Juvenile Justice  
Randy Crocker, Franklin County Board Chairman  
Thomas Tedeschi, Chief Judge  
*Thomas Tedeschi*, Juvenile Judge  
Michael J. Abell, Director of Court Services  
Dave Dobill, County Clerk  
Ms. Margie Groot, Administrative Office Illinois Courts  
Mr. Ron Smith, Illinois Juvenile Justice Commission



**Bruce Rauner**  
Governor

**Candice Jones**  
Acting Director

707 North 15<sup>th</sup> Street, Springfield, IL 62702  
Phone: (217) 557-1030 / TDD: (800) 526-0844

**February 11, 2015**

**FRANKLIN COUNTY JUVENILE DETENTION CENTER  
2015 INSPECTION REPORT**

The Franklin County Juvenile Detention Center was inspected on January 21, 2015 by the Illinois Department of Juvenile Justice.

Administrator Robert C. Catchings of the Illinois Department of Juvenile Justice Detention and Audit Services Unit facilitated the inspection with assistance from Richard Walsh compliance monitor from the Illinois Juvenile Justice Commission.

Prior to the inspection, Director of Court Services Mike Abel was interviewed along with Superintendent Shawn Freeman and Assistant Superintendent Diane Sanders. Freeman and Sanders both were present for the exit interview.

**IMPROVEMENTS SINCE LAST INSPECTION:**

1. The Franklin County Juvenile Detention Center upgraded its phone system so that there is one phone on each unit. Youth have greater access to phones than ever before. Youth may use the phones daily.

***NONCOMPLIANCES WITH ILLINOIS COUNTY JUVENILE DETENTION STANDARDS***

NONE

**RECOMMENDATIONS:**

The Illinois Department of Juvenile Justice strongly recommends that the Franklin County Juvenile Detention Center develop a written procedure for screening and placement of all detainees in rooms or areas designed to comply with Americans with Disabilities Act.

Sincerely,

A handwritten signature in black ink, appearing to read "R.C. Catchings". The signature is written in a cursive, flowing style.

Robert C. Catchings  
Administrator  
Detention and Audit Services

**RESOLUTION No. 2015-23**  
**Addendum Resolution For Fund Appropriation**

**County Highway #39**

**Section #: 10-00180-00-RS**

**Whereas**, This is an Addendum to April 21, 2015 Resolution For Fund Appropriation and shall become effective as of today, May 19, 2015. The total funding of County Highway #39 project is attached and made a part of this document.

**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 \$219,500.00 from the County of Franklin's Federal Aid Match funds as the local share, and designated to construction and 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 May 19, 2015.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County at my office in Benton, Illinois this 19<sup>th</sup> day of May 2015.



Greg Woolard, Franklin County Clerk

(SEAL)

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	\$181,800.00	(1)	\$100,000.00	(2)	\$232,500.00	(3)	\$217,500.00	(4)	\$514,300.00
Non-Participating Construction	\$202,500.00	(1)	\$100,000.00	(2)					\$520,000.00
Preliminary Engineering					\$8,000.00	(3)	\$2,000.00	(4)	\$10,000.00
Construction Engineering									
Right of Way									
Railroads									
Utilities									
<b>TOTAL</b>	<b>\$384,300.00</b>		<b>\$200,000.00</b>		<b>\$240,500.00</b>		<b>\$219,500.00</b>		<b>\$1,044,300.00</b>

- 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.

AGREEMENT NO. 2015-13

COLLECTIVE BARGAINING AGREEMENT

Between

FRANKLIN COUNTY CIRCUIT CLERK

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, 2017

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.....	4
Article 6 Non-Discrimination.....	5
Article 7 Grievance Procedure.....	6
Article 8 Discipline and Discharge.....	8
Article 9 Definitions.....	10
Article 10 Hours of Work.....	11
Article 11 Holiday.....	13
Article 12 Vacations.....	14
Article 13 Sick Leave and Duty Injury Leave.....	16
Article 14 Family and Medical Leave Policy.....	19
Article 15 Leaves of Absence.....	24
Article 16 Rate of Pay.....	27
Article 17 Other Benefits.....	27
Article 18 Layoff and Recall.....	27
Article 19 No Strike / No Lockout.....	28
Article 20 Entire Agreement.....	28
Article 21 Authority of Contract.....	29
Article 22 Notices.....	29
Article 23 Beginning and Duration of Agreement.....	30
Signature Page .....	31
Appendix A Wages.....	32
Appendix B Dues Check-Off Authorization Form.....	33

## COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement is entered into by and between the FRANKLIN COUNTY CIRCUIT CLERK (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 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 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

Pursuant to Illinois Labor Relations Board Certification S-RC-94-78, the Employer recognizes the Laborers' International Union of North America as the sole and exclusive collective bargaining representative for:

All full and permanent part-time Employees of the Circuit Clerk of Franklin County in the job classification of Deputy Clerk.

But Not the Following:

All supervisory, managerial, confidential and short-term Employees within the meaning of the Illinois Public Labor Relations Act.

**ARTICLE 3**  
**EMPLOYER'S RIGHTS**

**Section 3.1**

The Employer possesses the sole right to operate the Circuit Clerk's Office of the County and all management rights reposed in it. Nothing herein shall affect the internal control authority of the Circuit Clerk. Except as specifically amended, changed or modified by the Agreement, these rights include this enumeration being merely by way of illustration and not by way of limitation, the right to:

1. Direct all operations of the Circuit Clerk's Office;
2. Establish reasonable work rules and schedules of work;
3. Hire or promote, transfer, schedule and assign Employees in positions and to create, combine, modify and eliminate positions in the County;
4. Suspend, discharge and take other disciplinary action against Employees under the established work rules and regulations of the Circuit Clerk and the provisions of this Agreement;
5. Lay off Employees;
6. Maintain efficiency of office operations;
7. Introduce new or improved methods or facilities;
8. Change existing methods or facilities;
9. Determine the kinds and amounts of service to be performed as pertains to office operations, and the number and kind of classifications to perform such services;
10. Contract out for goods and services when such action would not result directly or indirectly in lay-off of Employees represented by the Union;
11. Take whatever action is necessary to carry out the functions of the Clerk in situations of emergency.

It is understood and agreed that any of the rights, powers, or authority the Circuit Clerk had prior to the signing of this

Agreement are retained by the Circuit Clerk except those specifically abridged, granted or modified by this Agreement.

**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 Circuit Clerk.

**ARTICLE 4  
DUES CHECK-OFF AND UNION 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 Contract, in each year during the life of the Contract.

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 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 Local Union 773, 5102 Ed Smith Way Marion, IL 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 his/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 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 Fair Share Deductions**

Employees covered by this Agreement who are not Members of the Union paying dues by voluntary payroll 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 employees once each pay period and forwarded to: Laborers' International Local Union 773, 5102 Ed Smith Way Marion, IL 62959, within thirty (30) days of the deduction. 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 this 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 the Employee's 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 notice and appeal procedure to Employees in accordance with applicable law.

## **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, physical or mental disability, marital status, sexual preference, less than honorable discharge from the military, person who has sought an order of protection, Union activities or non-Union activities, political affiliations or beliefs.

### **Section 6.2 Equal Employment / Affirmative Action**

The parties recognize the Employers 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 he/she 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 Circuit Clerk. The Circuit Clerk 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 Circuit Clerk shall not be inconsistent with any express terms of this Agreement.

**Step 2: Arbitration**

If the Union's grievance is not settled in accordance with Step 1, the Union may refer the grievance to binding arbitration within ten (10) working days after the receipt of the written answer. 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 five (5) arbitrators. Either party may reject one (1) entire panel. Both the Employer and the Union shall have the right to strike 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 his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and place, subject to the availability of the Employer and Union Representatives. All arbitration hearings shall be held in Benton, IL (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. In the event the Arbitrator finds a violation of the terms of this Agreement, the Arbitrator 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 the 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 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 five (5) working days of the occurrence of the event giving rise to the alleged Grievance or within five (5) 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

## Section 8.2

The Employer agrees with the tenets of progressive and corrective discipline where appropriate. Discipline shall include:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Discharge

This Agreement shall not, however, restrict the Employer in imposing the level of discipline warranted by the seriousness of the offenses whether or not previous discipline has been imposed.

## Section 8.3 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 8.4 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 the Employee 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 (15) days after the completion of the pre-disciplinary meeting.

## Section 8.5 Investigatory Interviews

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/her.

## Section 8.6 Employee Records

Written records of oral and written reprimands shall be removed from the files after two years, if there has been no recurrence of the type of conduct giving rise to the reprimand.

**ARTICLE 9**  
**DEFINITIONS**

**Section 9.1 Probationary Employees**

1. All new Employees shall serve a six (6) month probationary period starting with their date of hire with a review at three (3) month intervals.

2. While an Employee's probationary period ends after six (6) months of continuous service, no Employee receives a longevity step except those who have been employed at least six (6) months before the anniversary date of this Contract (i.e., Employees hired between December 1st and May 31st shall receive their step increase on December 1st. Employees hired after May 31st will receive their step increase on December 1st of 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 the Employee has completed the probationary period. Upon the successful completion of the probationary period, the Employee will acquire seniority from the Employee's date of hire.

**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 the Employee's 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 this Agreement are those who are regularly scheduled to work in excess of nine hundred twelve (912) hours but less than one thousand eight hundred twenty (1,820) hours per year 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. 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 Contract 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 15- 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 Employees 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 (1) hour unpaid lunch period each day.

**Section 10.3 Workweek**

The "workweek" is defined as 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. The Employer may make temporary adjustments in the established schedule and may make permanent adjustments in the established schedule if the Employee agrees. If permanent changes in the established schedule are contemplated by the Employer, in the interest of efficient operation, but not agreed to by the Employee, the Employer and the Union will negotiate such changes.

**Section 10.5 Overtime Pay**

Employees covered by this 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 this overtime pay provision shall not apply to unauthorized work.

Compensatory time (comp time) may be paid in lieu of overtime payment if the Employee, in the Employee's 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, due to inclement weather or other disaster, the Circuit Clerk can direct individual Employees to remain at home. The Employee shall receive the following pay:

1. If any Employee reports to work, but work is not started, the Employee shall receive two (2) hours for show-up pay.
2. If an Employee starts the Employee's work assignment, but the work is terminated, the Employee 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 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 this Article or Agreement.

**Section 10.9 Overtime Requirement**

The Employer or its 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         |
| Lincoln's Birthday            | General Election Day |
| Washington's Birthday         | Veteran's Day        |

Good Friday  
Memorial Day  
Independence Day  
Christmas Day

Thanksgiving Day  
Friday following Thanksgiving  
Christmas Eve Day

Whenever an Employee is required to work on a holiday, that Employee shall be given either paid time or comp time at one and one-half (1 1/2) times the Employee's 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 leave with pay (specifically, paid vacation leave, paid sick leave, or approved comp time as set forth in Section 10.5 of this Agreement).

**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 hired before December 1, 2014 shall be credited with all 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 1/2) 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 hired before December 1, 2014 carry over into the next calendar year more than one hundred 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 thirty-five (35) hours vacation time.

**Section 12.3 Vacation Schedules**

Subject to the Employer's reasonable operating needs, vacation 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 thirty-five (35) 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 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 a maximum of thirty-five (35) unused vacation hours. The Employee must request payment by the close of business on November 1st 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 12.5 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

of this Board, no Employee shall have accumulated more than fourteen (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 the Employee unable to perform the duties of the Employee's 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, 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.

may also require, at its discretion, that an Employee take a medical physical. If the Employer requests a medical physical, it 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 Circuit Clerk 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 FAMILY AND MEDICAL LEAVE POLICY**

### **Section 14.1 Policy Statement**

In accordance with the Family and Medical Leave Act (1993), the Employer will grant job protected unpaid family and medical leave to eligible male or female employees for up to twelve (12) weeks per twelve (12) month period for any one or more of the following reasons:

1. The birth of a child and in order to care for such or the placement of a child with the Employee for adoption or foster care (leave for this reason must be

taken within the twelve (12) month period following the child's birth or placement with the Employee); or

2. In order to care for an immediate family member (spouse, child, or parent) of the Employee if such immediate family member has a serious health condition; or
3. The Employee's own serious health condition that makes the Employee unable to perform the function of the Employee's position.

#### **Section 14.2 Definitions**

1. A "Twelve (12) Month Period" means a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken.

2. A Spouse does not include unmarried domestic partners. If both spouses work for Franklin County, their total leave in any twelve (12) month period may be limited to an aggregate of twelve (12) weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent.

3. A "Child" means a child either under eighteen (18) years of age, or eighteen (18) years of age or older who is incapable of self-care because of a mental or physical disability. An Employee's child is one for whom the Employee has actual day to day responsibility for care and includes a biological, adopted, foster or step-child.

4. "Serious Health Condition" means an illness, injury, impairment, or a physical or mental condition that involves:

- a. Inpatient care; or
- b. Any period of incapacity requiring absence from work for more than three (3) calendar days AND that involves continuing treatment by a health care provider; or
- c. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of MORE THAN THREE (3) CALENDAR DAYS; or

- d. Prenatal care by a health care provider, "Continuing Treatment" means:
  - a. Two (2) or more visits to a health care provider; or
  - b. Two (2) or more treatments by a health care practitioner on referral from, or under the direction of, a health care provider; or
  - c. A single visit to a health care provider that results in a regimen of continuing treatment; or
  - d. In the case of a serious, long-term or chronic condition or disability that cannot be cured, being under the continuing supervision of, but not necessarily being actively treated by, a health care provider.

**Section 14.3 Coverage and Eligibility**

To be eligible for family/medical leave an Employee must:

- 1. Have worked for Franklin County for at least twelve (12) months; and
- 2. Have worked at least one thousand two hundred fifty (1,250) hours over the previous twelve (12) month period.

**Section 14.4 Intermittent or Reduced Leave**

1. An Employee may take leave intermittently (a few days or a few hours at a time) or on reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the Employee when medically necessary.

- a. "Medically Necessary" means there must be a medical need for the leave, and the leave can best be accomplished through an intermittent or reduced leave.
- b. The Employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment.

2. An Employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child ONLY WITH THE CIRCUIT CLERK'S CONSENT.

3. For part-time Employees and those who work variable hours, the family and medical leave entitlement is calculated on a pro rata basis. A weekly average of the hours worked over the twelve (12) weeks prior to the beginning of the leave should be used for calculating the Employee's normal workweek.

#### **Section 14.5 Substitution of Paid Leave Time**

1. An Employee will be required to use all accrued unused vacation, personal leave or comp time in the event of a leave for the birth or placement of a child.

2. Employees will be required to use all accrued unused vacation, personal leave, or medical or sick leave for leaves for the Employees or covered family member's serious health condition.

3. When an Employee has used accrued paid leave time for a portion of family/medical leave, the Employee may request an additional period of unpaid leave to be granted so that the total of unpaid leave provided equals twelve (12) weeks.

#### **Section 14.6 Notice Requirement**

1. An Employee is required to give thirty (30) days notice in the event of a foreseeable leave. A request for Family/Medical Leave form shall be completed and returned to the Circuit Clerk. In unexpected or unforeseeable situations, an Employee should provide as much notice as is practicable, usually verbal notice within one (1) or two (2) business days of when the need for leave becomes known, followed by a completed Request for Family/Medical Leave form.

2. If an Employee fails to give thirty (30) days notice for a foreseeable leave with no reasonable excuse for the delay, the leave will be denied until thirty (30) days after the Employee provides notice.

#### **Section 14.7 Medical Certification**

1. For leaves taken because of the Employee's or a covered family member's serious health condition, the Employee must submit a completed Physician or Practitioner Certification

form and return the certification to the Circuit Clerk. Medical certification must be provided by the Employee within fifteen (15) days after requested, or as soon as is reasonably possible.

2. The Employer may require a second or third opinion (at its own expense), periodic reports on the Employee's status and intent to return to work, and fitness-for-duty report to return to work. If the second opinion is contrary to the opinion submitted by the Employee, a third opinion will be sought from a mutually agreed health care provider and the third opinion will be binding.

#### **Section 14.8 Effect on Benefits**

1. An Employee granted a leave under this policy will continue to be covered under the Employee's currently enrolled County health insurance plan, life insurance plan and long-term disability plan under the same conditions as coverage would have been provided if they had been continuously employed during the leave period.

2. Employee contributions will be required either through payroll deduction or by direct payment to the County Clerk's Office. The Employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. Employee contribution amounts are subject to any changes in rates that occur while the Employee is on leave.

3. If an Employee's contribution is more than thirty (30) days late, the Employer may terminate the Employee's insurance coverage.

4. If the Employer pays the Employee contributions missed by the Employee while on leave, the Employee will be required to reimburse the Employer for delinquent payments (on a payroll deduction schedule) upon return from leave. The Employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments.

5. If the Employee fails to return from unpaid family/medical leave for reasons other than 1) the continuation of a serious health condition of the Employee or a covered family member or 2) circumstances beyond the Employee's control (certification required within thirty (30) days of failure to return for either reason), the Employer may seek reimbursement from the Employee for the portion of the premiums paid by the

bargaining unit for not less than one (1) year, for such periods it 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 the Employee's own department for which the Employee is fully qualified.

**Section 15.2 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 15.3 Substantiation of Leave of Absence**

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

**Section 15.4 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 15.5 Failure to Return from Leave of Absence**

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

**Section 15.6 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 15.7 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 the Employee's job for an appropriate number of days up to 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 the

operation of law. The understanding 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 21**  
**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 22**  
**NOTICES**

**Section 22.1**

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:  
Kevin L. Starr, Business Manager  
Laborers' International Local Union 773  
5102 Ed Smith Way  
Marion, IL 62959

NOTICE TO THE EMPLOYER SHALL BE ADDRESSED TO:  
Nancy Hobbs  
Franklin County Circuit Clerk at  
Franklin County Courthouse  
P.O. Box 485  
Benton, IL 62812

**Section 22.2 Employee Notice to Employer**

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

**Section 22.3 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 23  
BEGINNING AND DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from December 1, 2013 until November 30, 2017, and shall automatically continue year to year thereafter. Either party desiring change or modification in the same shall notify the other party in writing at least one hundred twenty (120) 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. If the Agreement is not reopened in a timely manner, it shall continue in force and effect for an additional one (1) year.

Due to the fact these Employees provide a vital and necessary service, 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 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 render a decision within forty-five (45) days that is final and binding on the parties.

**SIGNATURE PAGE**

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

**FOR THE EMPLOYER:**

FRANKLIN COUNTY  
CIRCUIT CLERK

Nancy Hobbs  
Nancy Hobbs

Date: 5/19/15

**FOR THE UNION:**

LABORERS' LOCAL 773

Kevin L. Starr  
Kevin L. Starr  
Business Manager

Date: 5-7-15

The SOUTHERN and CENTRAL  
ILLINOIS LABORERS' DISTRICT  
COUNCIL

Clint B. Taylor  
Clint B. Taylor  
Business Manager

Date: 5-7-15

**APPENDIX A  
WAGES**

	December 1, 2012	December 1, 2013 2.5% Increase	December 1, 2014 3% Increase	December 1, 2015 2.5% Increase	December 1, 2016 3% Increase
1	\$23,567	\$24,156	\$24,881	\$25,503	\$26,268
2	\$26,048	\$26,699	\$27,500	\$28,188	\$29,034
3	\$26,216	\$26,867	\$27,668	\$28,356	\$29,202
4	\$26,384	\$27,035	\$27,836	\$28,524	\$29,370
5	\$26,552	\$27,203	\$28,004	\$28,692	\$29,538
6	\$26,720	\$27,371	\$28,172	\$28,860	\$29,706
7	\$26,888	\$27,539	\$28,340	\$29,028	\$29,874
8	\$27,056	\$27,707	\$28,508	\$29,196	\$30,042
9	\$27,224	\$27,875	\$28,676	\$29,364	\$30,210
10	\$27,392	\$28,043	\$28,844	\$29,532	\$30,378
11	\$27,560	\$28,211	\$29,012	\$29,700	\$30,546
12	\$27,728	\$28,379	\$29,180	\$29,868	\$30,714
13	\$27,896	\$28,547	\$29,348	\$30,036	\$30,882
14	\$28,064	\$28,715	\$29,516	\$30,204	\$31,050
15	\$28,232	\$28,883	\$29,684	\$30,372	\$31,218
16	\$28,400	\$29,051	\$29,852	\$30,540	\$31,386
17	\$28,568	\$29,219	\$30,020	\$30,708	\$31,554
18	\$28,736	\$29,387	\$30,188	\$30,876	\$31,722
19	\$28,904	\$29,555	\$30,356	\$31,044	\$31,890
20	\$29,072	\$29,723	\$30,524	\$31,212	\$32,058
21	\$29,240	\$29,891	\$30,692	\$31,380	\$32,226
22	\$29,408	\$30,059	\$30,860	\$31,548	\$32,394
23	\$29,576	\$30,227	\$31,028	\$31,716	\$32,562
24	\$29,744	\$30,395	\$31,196	\$31,884	\$32,730
25	\$29,912	\$30,563	\$31,364	\$32,052	\$32,898
26	\$30,080	\$30,731	\$31,532	\$32,220	\$33,066
27	\$30,248	\$30,899	\$31,700	\$32,388	\$33,234
28	\$30,416	\$31,067	\$31,868	\$32,556	\$33,402
29		\$31,235	\$32,036	\$32,724	\$33,570
30		\$31,403	\$32,204	\$32,892	\$33,738
31		\$31,571	\$32,372	\$33,060	\$33,906
32		\$31,739	\$32,540	\$33,228	\$34,074
33		\$31,907	\$32,708	\$33,396	\$34,242
34		\$32,075	\$32,876	\$33,564	\$34,410
35		\$32,243	\$33,044	\$33,732	\$34,578
36		\$32,411	\$33,212	\$33,900	\$34,746
37		\$32,579	\$33,380	\$34,068	\$34,914
38		\$32,747	\$33,548	\$34,236	\$35,082
39		\$32,915	\$33,716	\$34,404	\$35,250
40		\$33,083	\$33,884	\$34,572	\$35,418
Longevity		\$168	\$168	\$168	\$168

**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 Circuit Clerk

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

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Social Security Number

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

AGREEMENT No. 2015-14

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, 2013 THROUGH NOVEMBER 30, 2017

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.....	7
Article 8 Discipline and Discharge.....	10
Article 9 Definitions.....	11
Article 10 Hours of Work.....	13
Article 11 Holiday.....	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.....	25
Article 20 Authority of Contract.....	25
Article 21 Notices.....	26
Article 22 Drug Free Workplace.....	26
Article 23 Terms of Agreement.....	27
Signature Page .....	28
Appendix A Wages.....	29
Appendix B Dues Check-Off Authorization Form.....	30

## 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 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 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 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 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 twenty (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  
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 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 administrating 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 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 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 this Agreement who are not Members of the Union paying dues by voluntary payroll 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 Employees once each pay period and forwarded to: Laborers' International Local Union 773, 5102 Ed Smith Way Marion, Illinois 62959, 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 this 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 notice 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 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 Employee on the basis of race, creed, color, national origin, sex, age, religion, mental or physical disability, sexual preference, marital status, less than honorable discharge from the military, person who has sought an order of protection, Union activities or non-Union activities, political affiliations or beliefs.

### Section 6.2 Use of Feminine Pronoun

The use of the feminine pronoun in this 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 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 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 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 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. 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, 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 this 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 this 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 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 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 purpose 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 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 (15) 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 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 Personnel Records**

Disciplinary actions will be removed from an Employee's personnel records, upon the request of the Employee, if the Employee has been discipline free for two (2) years.

## **ARTICLE 9 DEFINITIONS**

### **9.1 Probationary Employees**

1. All new Employees shall serve a twelve (12) month probationary period starting with the date of hire.

2. While an Employee's probationary period ends after twelve (12) 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 1st and May 31st shall receive their step increase on December 1st. Employees hired after May 31st will receive their step increase on December 1st 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 she has completed her probationary period. Probationary Employees may be terminated at any time and with or without cause. Upon the successful completion of her probationary period, she will acquire seniority from her date of hire.

### **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.

### **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 she wants regardless of whether or not she is 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 calendar 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 she is 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 (1) hour unpaid lunch period each day.

**Section 10.3 Workweek**

The "workweek" is defined as 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 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 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 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 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 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 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  
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
General Election Day	Lincoln's Birthday
Veteran's Day	Washington's Birthday
Thanksgiving Day	Good Friday
Friday following Thanksgiving	Memorial Day
Christmas Eve	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 one and one-half (1 1/2) times the Employee's 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 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 1/2) 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 hired before December 1, 2014 carry over into the next calendar year more

than one hundred 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 thirty-five (35) 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 thirty-five (35) 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 a maximum of thirty-five (35) unused vacation hours. The Employee must request payment by the close of business on November 1st 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 (1) 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 fourteen (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 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 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 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 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 her attending physician certifying that absence from work was required due to a 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. 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, 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 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.

**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) 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 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 her 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 her job for three (3) days per occurrence with prior notice to her Department Head. For such day's absence, the Employee shall receive compensation at her normal rate of pay. If the Employee desires to be absent for more than three (3) days or five (5) days for a spouse or child, she may utilize previously earned, unused, vacation days and receive compensation for such additional days absence at her 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 her 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**

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 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.

**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 Employees by certified or registered mail with a copy to the Union, providing that the Employees 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 addresses provided by the Employees, it being the obligation of the Employees to provide the Employer of their latest mailing addresses.

## 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 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 understanding 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:

KEVIN L. STARR, BUSINESS MANAGER  
LABORERS' INTERNATIONAL LOCAL UNION 773  
5102 Ed Smith Way  
Marion, Illinois 62959

NOTICE TO THE EMPLOYER SHALL BE ADDRESSED TO:

RANDALL CROCKER, 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 2017 and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 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 WHEREOF, the parties hereto have set their hands.

FOR THE EMPLOYER:

FOR THE UNION:

FRANKLIN COUNTY

LABORERS' LOCAL 773

  
Board Chairman

  
Kevin L. Starr  
Business Manager

Date: 5/19/15

Date: 5-11-15

  
County Clerk

The SOUTHERN and CENTRAL  
ILLINOIS LABORERS' DISTRICT  
COUNCIL

Date: 5-19-15

  
Clint B. Taylor  
Business Manager

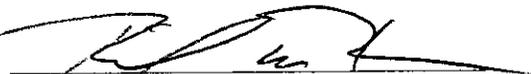
  
Treasurer

Date: 5-12-15

Date: 5-20-15

  
Supervisor of Assessments

Date: 5/19/15

  
County Engineer

Date: 5/20/2015

**APPENDIX A  
WAGES**

	December 1, 2012	December 1, 2013 2.5% Increase	December 1, 2014 3% Increase	December 1, 2015 2.5% Increase	December 1, 2016 3% Increase
1	\$23,567	\$24,156	\$24,881	\$25,503	\$26,268
2	\$26,048	\$26,699	\$27,500	\$28,188	\$29,034
3	\$26,216	\$26,867	\$27,668	\$28,356	\$29,202
4	\$26,384	\$27,035	\$27,836	\$28,524	\$29,370
5	\$26,552	\$27,203	\$28,004	\$28,692	\$29,538
6	\$26,720	\$27,371	\$28,172	\$28,860	\$29,706
7	\$26,888	\$27,539	\$28,340	\$29,028	\$29,874
8	\$27,056	\$27,707	\$28,508	\$29,196	\$30,042
9	\$27,224	\$27,875	\$28,676	\$29,364	\$30,210
10	\$27,392	\$28,043	\$28,844	\$29,532	\$30,378
11	\$27,560	\$28,211	\$29,012	\$29,700	\$30,546
12	\$27,728	\$28,379	\$29,180	\$29,868	\$30,714
13	\$27,896	\$28,547	\$29,348	\$30,036	\$30,882
14	\$28,064	\$28,715	\$29,516	\$30,204	\$31,050
15	\$28,232	\$28,883	\$29,684	\$30,372	\$31,218
16	\$28,400	\$29,051	\$29,852	\$30,540	\$31,386
17	\$28,568	\$29,219	\$30,020	\$30,708	\$31,554
18	\$28,736	\$29,387	\$30,188	\$30,876	\$31,722
19	\$28,904	\$29,555	\$30,356	\$31,044	\$31,890
20	\$29,072	\$29,723	\$30,524	\$31,212	\$32,058
21	\$29,240	\$29,891	\$30,692	\$31,380	\$32,226
22	\$29,408	\$30,059	\$30,860	\$31,548	\$32,394
23	\$29,576	\$30,227	\$31,028	\$31,716	\$32,562
24	\$29,744	\$30,395	\$31,196	\$31,884	\$32,730
25	\$29,912	\$30,563	\$31,364	\$32,052	\$32,898
26	\$30,080	\$30,731	\$31,532	\$32,220	\$33,066
27	\$30,248	\$30,899	\$31,700	\$32,388	\$33,234
28	\$30,416	\$31,067	\$31,868	\$32,556	\$33,402
29		\$31,235	\$32,036	\$32,724	\$33,570
30		\$31,403	\$32,204	\$32,892	\$33,738
31		\$31,571	\$32,372	\$33,060	\$33,906
32		\$31,739	\$32,540	\$33,228	\$34,074
33		\$31,907	\$32,708	\$33,396	\$34,242
34		\$32,075	\$32,876	\$33,564	\$34,410
35		\$32,243	\$33,044	\$33,732	\$34,578
36		\$32,411	\$33,212	\$33,900	\$34,746
37		\$32,579	\$33,380	\$34,068	\$34,914
38		\$32,747	\$33,548	\$34,236	\$35,082
39		\$32,915	\$33,716	\$34,404	\$35,250
40		\$33,083	\$33,884	\$34,572	\$35,418
Longevity		\$168	\$168	\$168	\$168

**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 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.

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

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

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

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

**RESOLUTION NO. 2015-22  
TO PROTECT THE MIDDLE CLASS**

WHEREAS, the Middle Class is the backbone of our country, state and community and a vibrant Middle Class is essential to the nation's prosperity; and

WHEREAS, the Middle Class pays the most taxes of any income bracket, spends the most money at our local businesses and drives the local economy; and

WHEREAS, in order to maintain a vibrant Middle Class we must attract and maintain jobs with family-supporting wages and benefits; and

WHEREAS, the labor movement is a historic cornerstone of the American middle class and remains essential to ensuring that economic prosperity is broadly shared by all working people; and

WHEREAS, creation of right to work zones, repeal of prevailing wage requirements on construction projects and elimination of standardized subjects of bargaining would create a "race to the bottom" that would reduce the pay of our community's workforce and, therefore, harm the local businesses dependent upon local customers; and

WHEREAS, numerous studies have shown that right to work laws lead to lower wages and benefits and more frequent workplace deaths; and

WHEREAS, the federal courts have ruled repeatedly and consistently that right to work laws are the sole jurisdiction of state and territorial governments, not local governments; and

WHEREAS, the Illinois Attorney General has recently reaffirmed the legal opinion that local governments do not have the authority to pass local right to work ordinances; and

WHEREAS, passage of a local right to work ordinance would undoubtedly generate a legal challenge that our government would have to fruitlessly defend at a significant cost to our taxpayers; and

WHEREAS, prevailing wage laws create a level playing field for local construction contractors by forcing out-of-state contractors to bid on projects based on the skill and efficiency of their workforce, not how far they can drive down wages and benefits; and

WHEREAS, by benefitting local contractors, prevailing wage laws greatly increase the likelihood that construction workers from our community will be employed on the projects that their tax dollars and those of our other tax payers fund; and

WHEREAS, local construction workers, when gainfully employed, patronize our local businesses and help create jobs in our local economy; and

WHEREAS, subjects of collective bargaining for public sector workers are defined by state law and to allow local governments to determine which subjects will be on the bargaining table for their employees would limit Middle Class workers' ability to advocate for themselves; and

WHEREAS, a vital and accessible Workers' Compensation system is essential to the economic security of working families hit with unexpected injury or illness; and

WHEREAS, changes to the Workers' Compensation system that disproportionately affect older workers are unjust; and

WHEREAS, the Local Government Distributive Fund (LDGF) is essential to provide the local services the citizens of our communities need and expect; and

WHEREAS, cutting LDGF funds to local governments will result in harmful cuts in services and likely create tax increases at the local level; therefore

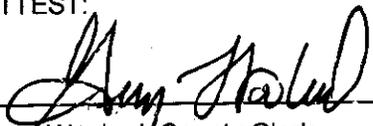
BE IT RESOLVED that the County of Franklin hereby stands with and supports the Middle Class residents of our county/municipality/unit of government and pledge that we will not take any action against them; and be it

FURTHER RESOLVED, that copies of this resolution be delivered to the Governor of the State of Illinois, the President of the Illinois Senate, the Republican Leader of the Illinois Senate, the Speaker of the Illinois House of Representatives, and the Republican Leader of the Illinois House of Representatives.

PASSED by the Franklin County Board this 19<sup>th</sup> day of May, 2015.

  
\_\_\_\_\_  
Randall Crocker, Chairman

AYES:            9      
NAYS:            0      
ABSENT:         0    

ATTEST:  
  
\_\_\_\_\_  
Greg Woolard, County Clerk

AGREEMENT NO. 2015-15  
Non-Union Salary Increases for 2013-2016

1. The following employees will receive the following pay increases to their current salaries which will be retroactive from December 1, 2013 and will increase yearly on December 1.

**Pay Increases:**

2013....2.5%  
2014....3.0%  
2015....2.5%  
2016....3.0%

**Employees:**

Karen Kase  
Marie Taylor  
Pam Smith  
Amy Hobbs  
Ryan Buckingham  
Bill Young

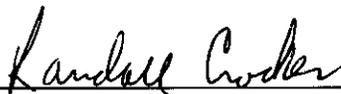
2. **County Board Administrative Assistant, Gayla Sink** will receive the same pay increases as reflected in the Government Clerical pay matrix and will also be retroactive from December 1, 2013. She will also receive a yearly stipend of \$1000.00

3. **Supervisor of Assessments, Cindy Humm** will receive the following wage increases which shall be retroactive from December 1, 2013.

Salary as of	December 1, 2012 - \$53,343
	December 1, 2013 + \$2,610 = \$55,953
	December 1, 2014 + \$3,250 = \$59,203

4. **GIS, Cindy Loyd's** current salary is \$28,000. She will receive a 3.0% raise effective June 1, 2015.

These raises are approved by the Franklin County Board on May 19<sup>th</sup>, 2015.

  
\_\_\_\_\_  
Randall Crocker, Chairman

AGREEMENT No. 2015-16

# Lexipol

PREDICTABLE IS PREVENTABLE®

## AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Franklin County Sheriff's Office

Agency's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Lexipol's Address: 6B Liberty, Suite 200  
Aliso Viejo, CA 92656

Attention: \_\_\_\_\_

Effective Date: \_\_\_\_\_  
*(to be completed by Lexipol upon receipt of signed Agreement)*

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet (consisting of 1 page), and (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet (consisting of 5 pages). Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

**AGENCY**

Signature: *Donald R. Jones*  
Print Name: DONALD R. JONES  
Title: SHERIFF  
Date Signed: 05-21-2015

**LEXIPOL, LLC**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Chief Executive Officer  
Date Signed: \_\_\_\_\_

**EXHIBIT A**

**SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES**

Agency is purchasing the following service(s):

<b>POLICY MANUAL SUBSCRIPTIONS:</b>			
Law Enforcement Policy Manual & Daily Training Bulletins <input checked="" type="checkbox"/>	Year 1 Pricing \$	6,850.00	Year 2 Pricing \$
			5,450.00
Custody Policy Manual & Custody Daily Training Bulletins <input type="checkbox"/>	Year 1 Pricing \$		Year 2 Pricing \$
Fire Policy Manual & Fire Daily Training Bulletins <input type="checkbox"/>	Year 1 Pricing \$		Year 2 Pricing \$
Supplemental Manual(s)(Supplement to Policy manuals):			
Law Enforcement <input type="checkbox"/>	Custody <input type="checkbox"/>	Fire <input type="checkbox"/>	
	Year 1 Pricing \$		Year 2 Pricing \$
	<b>Year 1 Total</b>	6,850.00	<b>Year 2 Total</b>
	\$		\$
		5,450.00	

Please complete all fields and place N/A where applicable.

(Chief/Sheriff Name) DONALD JONES (Title) SHERIFF (Chief/Sheriff Email) \_\_\_\_\_ (Chief/Sheriff Direct Phone) (618) 438-8211

(Custody Facility Manager Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Custody Fac. Mgr. Email) \_\_\_\_\_ (Custody Fac. Mgr Direct Phone) \_\_\_\_\_

(Name of Agency as you want it to appear on the manual) FRANKLIN COUNTY SHERIFFS' OFFICE

(Agency Street Address) 403 E. MAIN (City) BEAUFORT (State) IL (Zip Code) 62812 (County) FRANKLIN

(Custody Street Address – If different) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_ (County) \_\_\_\_\_

(Billing Address if different from above) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_

(Agency Phone) \_\_\_\_\_ (Fax) \_\_\_\_\_ (Email) \_\_\_\_\_

(Risk Management Group/Insurance Pool) ILLINOIS PUBLIC RISK (Accreditation Agency) \_\_\_\_\_ (Agency Fiscal Year End) 11/30

(No. of Authorized Sworn Officers) 17 (If Custody - No. of Beds) \_\_\_\_\_ (If Fire - No. of Authorized Staff) \_\_\_\_\_ (Agency Website) \_\_\_\_\_

(LE Primary User Full Name) RICK VELOMAN (Title) CAPT. (LE Primary User Phone) (618) 438-8211 (LE Primary User Email) RVELOMAN@SHERIFFFRANKLINCOUNTY.COM

(Custody Primary User Full Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Custody Primary User Phone) \_\_\_\_\_ (Custody Primary User Email) \_\_\_\_\_

(Fire Primary User Full Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Fire Primary User Phone) \_\_\_\_\_ (Fire Primary User Email) \_\_\_\_\_

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "**Agency's Account**" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "**Agreement**" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to that cover sheet, and (c) these General Terms and Conditions.

1.3 **Contract Year.** "**Contract Year**" means the twelve-month period commencing on the Effective Date and each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "**Derivative Work**" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "**Derivative Work**" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "**Effective Date**" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "**Subscription Materials**" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

## 2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the first Contract Year (the "**Initial Term**"); provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a "**Renewal Term**"), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Renewal Term, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit A shall automatically terminate. The termination or expiration of this Agreement shall not, however,

relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Indemnification), 10 (Limitation of Liability), 12 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

### **3. Subscription Fees, Etc.**

**3.1 Subscription Fees/Invoicing.** Lexipol will invoice Agency at the commencement of the Subscription Service and thirty (30) days prior to the date for each Renewal Term (refer to 2.1 above). Agency will pay to Lexipol the subscription fees specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached.

**3.2 Taxes; Past Due Amounts.** All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

**4. Copyright; Derivative Works; Lexipol's Ownership.** Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

**5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.** Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by

or for Agency pursuant to an order from a court or other governmental agency or other legal process, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by in Section 4 above.

6. **Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. **Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process. Agency acknowledges that Lexipol may provide view-only access and summary information to the Agency's affiliated Risk Management Authority, Insurance Pool or Group if they have provided an economic subsidy. Lexipol will use commercially reasonable efforts to ensure the security of Lexipol's systems and to protect the confidentiality of information Lexipol receives from Agency. Lexipol's system uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

8. **Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy.

9. **Disclaimer of Liability.** In developing the Subscription Materials, Lexipol has made a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Subscription Materials are provided to Agency. While Lexipol has made such a good faith effort, Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. **Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. **Confidentiality.** From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know

such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

### **13. Miscellaneous.**

**13.1 Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

**13.2 Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

**13.3 Headings.** The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

**13.4 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

**13.5 Amendment.** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

**13.6 Attorneys' Fees.** If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

**13.7 General Interpretation.** The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

**13.8 Notices.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet

to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

**13.9 Invalidity of Provisions.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

**13.10 Waiver.** Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions



**Franklin County Joint  
Emergency Telephone System Board**

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

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

April 22, 2015

TO: Randall Crocker, Franklin County Board Chairman  
John Gulley, Franklin Count Treasurer

FR: Rick Basso, Franklin County 9-1-1 Director

RE: Fiscal Year 2013-2014 Independent Auditor's Report

In as much as the Chairman of the Franklin County Board is the appointing authority for the Franklin County Joint Emergency Telephone System Board and the Franklin County Treasurer is the Custodian of Funds, I am sending each of you a copy of the Auditor's Report for Fiscal Year 2013-2014. This report was presented to my Board at their regular meeting on April 21, 2015.

Should you have any questions, please give me a call.

*Rick Basso*

Enclosure

**FRANKLIN COUNTY JOINT EMERGENCY**  
**TELEPHONE SYSTEM BOARD**

**INDEPENDENT AUDITORS' REPORT**

**NOVEMBER 30, 2014**

*[Faint, illegible text or signature]*

**TABLE OF CONTENTS**

**FINANCIAL SECTION**

Independent Auditors' Report . . . . .	1 - 2
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i> . . . . .	3 - 4

Basic financial statements as of and for the year ended November 30, 2014:

**Government-wide Financial Statements**

Government-wide Statement of Net Position . . . . .	5
Government-wide Statement of Activities . . . . .	6

**Financial Statements**

General Operating Fund - Balance Sheet and Reconciliation of the Balance Sheet to the Government-wide Statement of Net Position . . . . .	7
General Operating Fund - Statement of Revenues, Expenditures, and Changes in Fund Balance and Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of the Governmental Funds to the Government-wide Statement of Activities . . . . .	8 - 9
Notes to Basic Financial Statements. . . . .	10 - 22

**REQUIRED SUPPLEMENTARY INFORMATION**

IMRF Schedule of Funding Progress . . . . .	23
911 General Operating Fund - Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual . . . . .	24

**OTHER SUPPLEMENTARY INFORMATION**

Schedule of Capital Outlay Purchases - November 30, 2014. . . . .	25
---	----



**Hudgens & Meyer LLC**  
**CERTIFIED PUBLIC ACCOUNTANTS**

1800 W. Boulevard

Marion, IL 62959

(618) 993-5553

Fax: (618) 993-3394

hudgensmeyer.com

April 21, 2015

**INDEPENDENT AUDITORS' REPORT**

Franklin County Joint Emergency Telephone System Board  
907 W. Washington  
Benton, IL 62812

**Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities and the aggregate remaining fund information of the Franklin County Joint Emergency Telephone System Board as of and for the year ended November 30, 2014, and the related notes to the financial statements, which collectively comprise the System's basic financial statements as listed in the table of contents.  
Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

**Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the aggregate remaining fund information of the Franklin County Joint Emergency Telephone System Board as of November 30, 2014, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matters**

**Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that IMRF Schedule of funding

progress and the budgetary comparison information on pages 23 and 24, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

**Other Information**

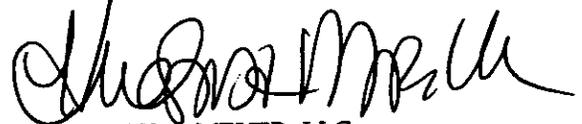
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Franklin County Joint Emergency Telephone System Board's basic financial statements. The schedule of capital outlay purchases for the year ended November 30, 2014 is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The schedule of capital outlay purchases is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of capital outlay purchases is fairly stated in all material respects in relation to the basic financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with Government Auditing Standards, we have also issued our report dated April 21, 2015, on our consideration of the Franklin County Joint Emergency Telephone System Board's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Franklin County Joint Emergency Telephone System Board's internal control over financial reporting and compliance.

Respectfully submitted,



HUDGENS & MEYER, LLC  
Certified Public Accountants



April 21, 2015

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Franklin County Joint Emergency Telephone System Board  
907 W. Washington  
Benton, IL 62812

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the aggregate remaining fund information of the Franklin County Joint Emergency Telephone System Board as of and for the year ended November 30, 2014, and the related notes to the financial statements, which collectively comprise Franklin County Joint Emergency Telephone System Board's basic financial statements, and have issued our report thereon dated April 21, 2015.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Franklin County Joint Emergency Telephone System Board's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Franklin County Joint Emergency Telephone System Board's internal control. Accordingly, we do not express an opinion on the effectiveness of the Franklin County Joint Emergency Telephone System Board's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

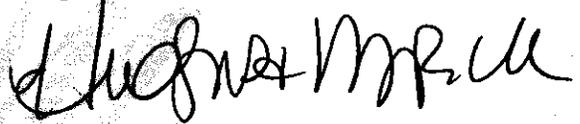
**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Franklin County Joint Emergency Telephone System Board's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Respectfully submitted,



HUDGENS & MEYER, LLC  
Certified Public Accountants

**BASIC FINANCIAL STATEMENTS AS OF AND FOR THE YEAR ENDED NOVEMBER 30, 2014**

**FRANKLIN COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD**  
**GOVERNMENT-WIDE STATEMENT OF NET POSITION**  
**NOVEMBER 30, 2014**

- 5 -

		<u>PRIMARY GOVERNMENT GOVERNMENTAL ACTIVITIES</u>
<b><u>ASSETS</u></b>		
<b><u>CURRENT ASSETS</u></b>		
Cash and cash equivalents	\$	64,886
Telephone fees receivable		60,371
Prepaid expenses and prepaid warranty		58,972
Inventory		5,088
<b><u>TOTAL CURRENT ASSETS</u></b>	<b>\$</b>	<b><u>189,317</u></b>
 <b><u>NONCURRENT ASSETS</u></b>		
Restricted cash and cash equivalents	\$	176,978
Capital assets (net of accumulated depreciation)		101,420
<b><u>TOTAL NONCURRENT ASSETS</u></b>	<b>\$</b>	<b><u>278,398</u></b>
 <b><u>TOTAL ASSETS</u></b>	 <b>\$</b>	 <b><u>467,715</u></b>
 <b><u>LIABILITIES AND NET POSITION</u></b>		
<b><u>LIABILITIES</u></b>		
<b><u>CURRENT LIABILITIES</u></b>		
Accounts payable	\$	52,500
Short-term note payable		6,851
Compensated absences payable		6,046
<b><u>TOTAL CURRENT LIABILITIES</u></b>	<b>\$</b>	<b><u>65,397</u></b>
 <b><u>LONG-TERM LIABILITIES</u></b>		
Short-term note payable	\$	6,476
<b><u>TOTAL LONG-TERM LIABILITIES</u></b>	<b>\$</b>	<b><u>6,476</u></b>
 <b><u>TOTAL LIABILITIES</u></b>	 <b>\$</b>	 <b><u>71,873</u></b>
 <b><u>NET POSITION</u></b>		
Invested in capital assets, net of related debt	\$	88,093
Unrestricted		130,771
Unrestricted, board designated		176,978
<b><u>TOTAL NET POSITION</u></b>	<b>\$</b>	<b><u>395,842</u></b>

SEE ACCOMPANYING AUDITORS' REPORT AND NOTES TO BASIC FINANCIAL STATEMENTS.

FRANKLIN COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD  
GOVERNMENT-WIDE STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED NOVEMBER 30, 2014

	<u>PROGRAM REVENUES</u>		<u>NET (EXPENSES)</u>
	<u>EXPENSES</u>	<u>OPERATING GRANTS AND CONTRIBUTIONS</u>	<u>REVENUES AND CHANGES IN NET POSITION</u>
	<u>EXPENSES</u>	<u>OPERATING GRANTS AND CONTRIBUTIONS</u>	<u>PRIMARY GOVERNMENTAL ACTIVITIES</u>
<u>PROGRAM ACTIVITIES - PRIMARY GOVERNMENT</u>			
<u>GOVERNMENTAL ACTIVITIES</u>			
Public Safety	\$ 404,459	\$ 327,484	\$ (76,975)
Interest expense	551	-	(551)
<u>TOTAL GOVERNMENTAL ACTIVITIES</u>	<u>\$ 405,010</u>	<u>\$ 327,484</u>	<u>\$ (77,526)</u>
<u>GENERAL REVENUES AND TRANSFERS</u>			
Interest income			\$ 734
Miscellaneous income			130
<u>TOTAL GENERAL REVENUES AND INTERFUND TRANSFERS</u>			<u>\$ 864</u>
<u>CHANGE IN NET POSITION</u>			<u>\$ (76,662)</u>
<u>NET POSITION, BEGINNING OF YEAR</u>			<u>486,744</u>
<u>PRIOR PERIOD ADJUSTMENT</u>			<u>(14,240)</u>
<u>NET POSITION, END OF YEAR</u>			<u>\$ 395,842</u>

SEE ACCOMPANYING AUDITORS' REPORT AND NOTES TO BASIC FINANCIAL STATEMENTS.

**FRANKLIN COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD**  
**911 GENERAL OPERATING FUND**  
**BALANCE SHEET AND RECONCILIATION OF THE BALANCE SHEET**  
**TO THE GOVERNMENT-WIDE STATEMENT OF NET POSITION**  
**NOVEMBER 30, 2014**

**ASSETS**

**CURRENT ASSETS**

Cash and cash equivalents	\$ 64,886
Telephone fees receivable	60,371
Prepaid expenses and prepaid warranty	58,972
Inventory	5,088
<b><u>TOTAL CURRENT ASSETS</u></b>	<b><u>\$ 189,317</u></b>

**NONCURRENT ASSETS**

Committed cash and cash equivalents	<u>176,978</u>
<b><u>TOTAL NONCURRENT ASSETS</u></b>	<b><u>\$ 176,978</u></b>

**TOTAL ASSETS**

**\$ 366,295**

**LIABILITIES AND FUND BALANCE**

**LIABILITIES**

**CURRENT LIABILITIES**

Accounts payable	\$ 52,501
Accrued compensated absences payable	6,046
<b><u>TOTAL CURRENT LIABILITIES</u></b>	<b><u>\$ 58,547</u></b>

**TOTAL LIABILITIES**

**\$ 58,547**

**FUND BALANCES**

Nonspendable fund balance	\$ 64,060
Committed fund balance for emergency reserves and capital projects	176,978
Unassigned fund balance	66,710
<b><u>TOTAL FUND BALANCES</u></b>	<b><u>\$ 307,748</u></b>

**TOTAL LIABILITIES AND FUND BALANCE**

**\$ 366,295**

**RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE GOVERNMENT-WIDE STATEMENT OF NET POSITION:**

**TOTAL FUND BALANCE - GOVERNMENTAL FUNDS** \$ 307,748

Capital assets used in governmental activities are not current financial resources and therefore are not reported in the governmental funds balance sheet. This is the total fixed assets, net of accumulated depreciation. 101,420

Debt in connection with capital assets is reported on the Government-wide financial statements. (13,326)

**TOTAL NET POSITION - GOVERNMENT-WIDE STATEMENT OF NET POSITION** **\$ 395,842**

**FRANKLIN COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD**  
**911 GENERAL OPERATING FUND**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE AND RECONCILIATION**  
**OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**OF THE GOVERNMENTAL FUNDS TO THE GOVERNMENT-WIDE STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED NOVEMBER 30, 2014**

**REVENUES**

State of Illinois Wireless Surcharges	\$	201,995
Land Line Revenues		96,197
Miscellaneous Providers		29,295
Interest income		734
Miscellaneous		130
	\$	328,351

**TOTAL REVENUES**

**EXPENDITURES**

**PUBLIC SAFETY:**

**Administration & Technician's Salaries:**

911 Director's Salary	\$	53,992
911 Office Manager's Salary		34,700
911 Computer Technician's Salary		13,923
911 Sign Technician's Salary		4,914
	\$	107,529

**Total Administration & Technician's Salaries**

**Administration & Tech's Fringe Benefits:**

IMRF Retirement Expenses	\$	12,247
Social Security & Medicare Expenses		3,892
Health Insurance Expenses		8,131
Workman's Compensation Insurance		2,536
Liability Insurance		1,952
Unemployment Insurance		381
	\$	29,139

**Total Administration & Technician's Fringe Benefits**

**Mapping/GIS Department's Salary**

	\$	27,400
	\$	27,400

**Mapping/GIS Department's Fringe Benefits:**

IMRF Retirement Expenses	3,121
Social Security & Medicare Expenses	2,096
Health Insurance Expenses	7,786
Workman's Compensation Insurance	159
Liability Insurance	876
Unemployment Insurance	372
	14,410

**Total Mapping/GIS Fringe Benefits**

**911 Administration Office Expenses:**

Contracted Services	\$	540.00
Janitorial		253
Legal & Accounting		12,014
Office Supplies		2,303
Postage		442
Printing & Publication		455
Rent		9,700
Telephone		11,708
Training		2,264
Utilities		2,446
Vehicle Maintenance		877
	\$	43,002

**Total 911 Administration Office Expenses**

**FRANKLIN COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD**  
**911 GENERAL OPERATING FUND**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE AND RECONCILIATION**  
**OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**OF THE GOVERNMENTAL FUNDS TO THE GOVERNMENT-WIDE STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED NOVEMBER 30, 2014**

**EXPENDITURES**

**PUBLIC SAFETY (CONTINUED):**

**911 PSAP Expenses:**

Contracted Services	\$ 22,826	
Trunking Charges	54,218	
Small equipment purchases	1,016	
Software Costs	22	
Office Supplies	123	
Internet Service	7,615	
Monthly Maintenance Agreements	33,791	
Annual Maintenance Agreements	3,101	
Road Sign Materials	844	
Conferences & Training Costs	<u>3,428</u>	
<b><u>Total 911 PSAP Expenses</u></b>		126,984

Capital Outlay Expenses		2,340
Loan Principal and Interest Payments		<u>7,181</u>

<b><u>TOTAL PUBLIC SAFETY EXPENDITURES</u></b>	<b><u>\$ 357,985</u></b>
--	--------------------------

<b><u>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</u></b>	<b><u>\$ (29,634)</u></b>
---	---------------------------

<b><u>FUND BALANCE - BEGINNING OF YEAR</u></b>	<b>351,622</b>
--	----------------

<b><u>PRIOR PERIOD ADJUSTMENT</u></b>	<b>(14,240)</b>
---------------------------------------	-----------------

<b><u>FUND BALANCE - END OF YEAR</u></b>	<b><u>\$ 307,748</u></b>
--	--------------------------

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE OF GOVERNMENTAL FUNDS TO THE GOVERNMENT-WIDE STATEMENT OF ACTIVITIES:**

<b><u>NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS</u></b>	<b><u>\$ (29,634)</u></b>
--	---------------------------

Depreciation expense on capital assets is reported in the Government-wide Statement of Activities, but it does not require the use of current financial resources. Therefore, depreciation expense is not recorded as an expenditure in governmental funds. (56,000)

Principal debt repayments are reclassified on the Government-wide Statements as debt reduction. Therefore, principal debt reductions are not recognized as an expense in the Government-Wide Financial Statements. 6,632

Capital outlay purchases are reclassified to fixed assets on the Government-Wide Financial Statements. Therefore, capital outlay purchases are not recognized as an expense in the Government-Wide Financial Statements. 2,340

<b><u>CHANGE IN NET POSITION - GOVERNMENT-WIDE STATEMENT OF ACTIVITIES</u></b>	<b><u>\$ (76,662)</u></b>
--	---------------------------

**NOTES TO BASIC FINANCIAL STATEMENTS**

*[Faint, illegible text, possibly a signature or stamp]*

**FRANKLIN COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**NOVEMBER 30, 2014**

**TABLE OF CONTENTS OF NOTES TO BASIC FINANCIAL STATEMENTS**

**NOTE 1**      **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

- A.      Financial Reporting Entity
- B.      Government-Wide and Fund Financial Statements
- C.      Component Units
- D.      Measurement Focus, Basis of Accounting, and Financial Statement Presentation
- E.      Budget Policy and Basis of Budgeting
- F.      Cash and Cash Equivalents
- G.      Receivables and Payables
- H.      Inventories
- I.      Capital Assets and Depreciation
- J.      Compensated Absences
- K.      Fund Balance – Governmental Funds Financial Statements
- L.      Use of Estimates

**NOTE 2**      **CASH AND CASH EQUIVALENTS**

- A.      Investment Policies
- B.      Deposits

**NOTE 3**      **INVENTORY**

**NOTE 4**      **SUBSEQUENT EVENTS**

**NOTE 5**      **CAPITAL ASSETS**

**NOTE 6**      **PENSION AND RETIREMENT FUND CONTRIBUTIONS**

**NOTE 7**      **EMPLOYEES' INSURANCE**

**NOTE 8**      **DEBT**

- A.      Summary of Debt Transactions
- B.      Future Debt Service Requirements

**NOTE 9**      **RESTRICTED NET POSITION, COMMITTED FUND BALANCES,**  
**RESTRICTED/COMMITTED CASH AND STABILIZATION AMOUNTS**

**NOTE 10**     **PRIOR PERIOD ADJUSTMENT**

**FRANKLIN COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**NOVEMBER 30, 2014**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Franklin County Joint Emergency Telephone System Board (the "Board") was established by resolution of the Franklin County Board in 1992, under the provisions of the Illinois Compiled Statutes. The purposes of the Franklin County Joint Emergency Telephone System Board are to plan a 911 system, coordinate and supervise the implementation, upgrading, or maintenance of the system, receive monies from surcharge and other sources for deposit into the Board's accounts, authorize all disbursements made by the Board, hire any necessary staff, and adopt bylaws for the transaction of its business. The Board operates with nine appointed members.

The accounting policies of the Board conform to accounting principles generally accepted in the United States of America as applicable to governments, except as noted. The Governmental Accounting Standards Board (GASB) is the authoritative standard setting body for the establishment of governmental accounting and financial reporting principles. The accounting and reporting framework and the more significant accounting principles and practices of Franklin County Joint Emergency Telephone System Board are discussed in subsequent sections of this Note. The remaining Notes are organized to provide explanations, including, required disclosures, of the Board's financial activities for the fiscal year ended November 30, 2014.

**A. Financial Reporting Entity**

The Board defines its reporting entity in accordance with provisions established by the Governmental Accounting Standards Board (GASB). GASB requirements for inclusion of component units are based upon whether the Board's governing body has a significant amount of financial accountability for another entity. The Board is accountable if it appoints a voting majority of an entity's governing body and is able to impose its will on that entity, or there is a potential for the entity to provide specific financial benefits to, or impose specific financial burdens on the Board. Based on these requirements, no other entities are considered to be component units of the Board. The government-wide financial statements incorporate all governmental activities for which the Board is financially accountable.

**B. Government-Wide and Fund Financial Statements**

**Government-Wide Financial Statements**

The government-wide financial statements include the *Statement of Net Position* and the *Statement of Activities*. These statements report information on all of the non-fiduciary activities of the Board. Governmental activities, which are normally supported by taxes and intergovernmental revenues are reported separately. The Board has no business-type activities that rely to a significant extent on charges for services provided to external parties.

The *Statement of Net Position* presents the reporting entity's non-fiduciary assets and liabilities, with the difference reported as net position. Net positions are reported in three categories:

- 1) Invested in capital assets, net of related debt consists of capital assets, net of accumulated depreciation and reduced by outstanding balances for bonds, notes, and other debt that are attributable to the acquisition, construction, or improvement of those assets.

**FRANKLIN COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**NOVEMBER 30, 2014**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**B. Government-Wide and Fund Financial Statements (Continued)**

- 2) *Restricted net position* result when constraints placed on net position use are either externally imposed by creditors, grantors, contributors, and the like, or imposed by law through constitutional provisions or enabling legislation.
- 3) *Unrestricted net position* consist of net position which does not meet the definition of the two preceding categories. Unrestricted net position often is designated, to indicate that management does not consider it to be available for general operation. Unrestricted net position often has constraints on resources which are imposed by management, but can be removed or modified.

The *Statement of Activities* reports the expenses of a given function offset by program revenues directly connected with the functional program. A function is an assembly of similar activities and may include portions of a fund or summarize more than one fund to capture the expenses and program revenues associated with distinct functional activity. Program revenues include: (1) charges for services which report fees, fines, and forfeitures, and other charges to users of the Board's services; (2) operating grants and contributions which finance annual operating activities including restricted investment income; and (3) capital grants and contributions which fund the acquisition, construction, or rehabilitation of capital assets and include fees to developers. These revenues are subject to externally imposed restrictions to these program uses. Telephone fees and other revenue sources not properly included with program revenues are reported as general revenues.

Following the government-wide financial statements are separate financial statements for the governmental fund. Major individual governmental funds are reported as separate columns in the fund financial statements. The Board only has a 911 General Operating Fund, which is considered a major governmental fund. The total fund balance for the governmental fund is reconciled to total net positions for government-wide activities as shown on the Reconciliation of the Governmental Fund Balance Sheet to the Government-Wide Statement of Net Position. The net change in the fund balance for the governmental fund is reconciled to the total change in net position for the government-wide activities as shown on the Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of the Governmental Fund to the Government-wide Statement of Activities.

The fund financial statements of the Board are organized on the basis of funds, each of which is considered a separate accounting entity with self-balancing accounts that comprise its assets, liabilities, fund balances/net position, revenues and expenditures, or expenses. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The following funds are reported by the Board:

**Governmental Funds**

Governmental funds are those through which most governmental functions are financed. The acquisition, uses, and balances of the Board's expendable financial resources and the related liabilities are accounted for through governmental funds. The measurement focus is upon determination of and changes in financial position rather than upon net income.

**FRANKLIN COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**NOVEMBER 30, 2014**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**B. Government-Wide and Fund Financial Statements (Concluded)**

**Restricted Resources**

The Board applies unassigned resources first when an expense is incurred for purposes for which both committed and unassigned net position are available. If there are no unassigned funds available, the Board will apply committed resources.

The following are the Board's governmental major funds:

**911 General Operating Fund** - The General Operating Fund records all income and expenses of the entity. All general telephone fees and other receipts not allocated by law or contractual agreement to another fund are accounted for in this fund. This fund provides for general operating expenditures, fixed charges, and capital improvement costs.

**C. Component Unit Status**

The Franklin County Joint Emergency Telephone System Board is not a component unit of Franklin County Government. While Franklin County Government appoints all (9) Board members of the Franklin County Joint Emergency Telephone System Board, the Franklin County Joint Emergency Telephone System Board is financially and structurally independent from Franklin County Government and neither entity is dependent upon the other. The Franklin County Joint Emergency Telephone System Board only services residents of Franklin County Government.

**D. Measurement Focus, Basis of Accounting, and Financial Statement Presentation**

The financial statements of the Board are prepared in accordance with generally accepted accounting principles (GAAP).

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the basic financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide statements are reported using the economic resources measurement focus and accrual basis of accounting, generally including the reclassification or elimination of internal activity (between or within funds). Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized when they are both measurable and available. Available means collectible within the current period or soon enough thereafter to pay current liabilities. The Board considers revenues to be available if they are collected within 60 days of the end of the fiscal year. Expenditures are recorded when the related fund liability is incurred, except for the general obligation bond principal and interest which are reported as expenditures in the year due.

**FRANKLIN COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**NOVEMBER 30, 2014**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**E. Budget Policy and Basis of Budgeting**

The Board annually prepares a detail line-item budget. Once approved, the board members may amend the adopted budget when unexpected modifications are required in estimated revenues or appropriations. The budget information presented reflects the originally adopted budget and final budget information. The Board does not employ encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditures of monies are recorded in order to reserve that portion of the applicable appropriation. The cash basis of accounting is used in the budgetary preparation process. Revenues are budgeted in the year receipt is expected and expenditures are budgeted in the year that the applicable claim is expected to be issued. The budget and actual financial statements are reported on the cash basis and modified accrual basis, respectively. Unexpended appropriations for all annually budgeted funds lapse at fiscal year-end.

**F. Cash and Cash Equivalents**

For the purpose of the Board's financial statements, the term "cash" refers to currency on hand, demand deposits with banks or other financial institutions, and money market funds. The term "cash equivalents" refers to short-term, highly liquid investments that are both (a) readily convertible to known amounts of cash and (b) so near maturity that there is insignificant risk of change in value because of changes in interest rates. The cash in excess of current requirements is invested in interest-bearing certificates of deposit. All certificates of deposit are considered to be cash and cash equivalents. As of November 30, 2014, the Board did not have any investments.

**G. Receivables and Payables**

All receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible. Receivables at November 30, 2014, consisted entirely of telephone fees. No allowance for doubtful accounts has been recorded because uncollectible amounts are expected to be insignificant.

All payables are reported at their gross value.

**H. Inventories**

All purchases made by the 911 Administrative Office of parts and supplies related to the furtherance of the objectives of Franklin County Joint Emergency Telephone System Board have a dollar threshold set at \$200 per item. Purchases below this amount must be documented as all expenses are, but any purchases at or above this threshold must be inventoried per policy. Inventory is stated at cost.

**I. Capital Assets and Depreciation**

The Board's property, plant, equipment, and infrastructure with useful lives of more than one year are stated at historical cost and comprehensively reported in the government-wide financial statements. The Board generally capitalizes assets with a cost of \$200 or more. The costs of normal maintenance and repairs that do not add to the asset value or materially extend useful lives are not capitalized, but rather expensed as incurred. Capital assets are depreciated using the straight-line depreciation method. When

**FRANKLIN COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**NOVEMBER 30, 2014**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**I. Capital Assets and Depreciation (Concluded)**

capital assets are disposed, the cost and applicable accumulated depreciation are removed from the respective accounts, and the resulting gain or loss is recorded in operations.

Estimated useful lives, in years, for depreciable assets are as follows:

<u>Type</u>	<u>Years</u>
Equipment	5 - 7
Furniture	7
Automobiles	5
Software	3

**J. Compensated Absences**

Full-time employees are granted vacation benefits in varying amounts to specified maximums depending on length of service. The estimated liability for compensated absences was \$6,046 as of November 30, 2014. The general operating funds of the Franklin County Joint Emergency Telephone System Board are used to liquidate all compensated absences when used.

**K. Fund Balance – Governmental Funds Financial Statements**

For financial statement reporting purposes, the Franklin County Joint Emergency Telephone System Board has implemented GASB #54, *Fund Balance Reporting and Governmental Fund Type Definitions* for its governmental funds financial statement presentation. Under GASB #54, the following fund balance types exist:

**Nonspendable** - The nonspendable fund balance classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. The "not in spendable form" criterion includes items that are not expected to be converted to cash, for example, inventories and prepaid amounts.

**Restricted** - This fund balance category includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

**Committed** - This fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the Board.

**Assigned** - This fund balance classification is intended to be used by the government for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the general fund, assigned fund balance represents the remaining amount that is not restricted or committed.

**Unassigned** - This fund balance is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications.

**FRANKLIN COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**NOVEMBER 30, 2014**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONCLUDED)**

L. Use of Estimates

The preparation of the basic financial statements, in conformity with accounting principles generally accepted in the United States of America, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the basic financial statements and the reported amounts of revenue, expenses, and expenditures during the reporting period. Actual results could differ from those estimates.

**NOTE 2: CASH AND CASH EQUIVALENTS**

A. Investment Policies

The Board is allowed to invest as authorized by the Illinois Compiled Statutes, Chapter 50, Section 20/15-17. The Board has not formally adopted an investment policy, but abides by the restrictions imposed by the Illinois Compiled Statutes.

B. Deposits

At November 30, 2014, the carrying amount of the Board's cash deposits with local financial institutions was \$296,979. The bank balance of these cash deposits was \$304,105. The deposits are categorized in accordance with risk factors created by governmental reporting standards to give an indication of the level of risk assumed by the Board at fiscal year-end. The categories are listed and described as follows:

	<u>Carrying Amount</u>	<u>Bank Balance</u>
Category #1-(FDIC) Insured	\$ 241,864	\$ 241,864
Category #2-Uninsured with collateral	-	-
Category #3-Uninsured and uncollateralized	-	-
<u>Total</u>	\$ 241,864	\$ 241,864

**NOTE 3: INVENTORY**

Inventory is stated at cost. The major components of inventory as of November 30, 2014 consisted of:

<u>Road Sign Inventory</u>	<u>Amount</u>
Blank Panels	\$ 4,069
Sleeves	168
Miscellaneous Parts	851
<u>Total Inventory</u>	\$ 5,088

**NOTE 4: SUBSEQUENT EVENTS**

Subsequent events were evaluated through February 25, 2015 which is the date the financial statements were available to be issued.

**FRANKLIN COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**NOVEMBER 30, 2014**

**NOTE 5: CAPITAL ASSETS**

The total additions for the year ended November 30, 2014 were depreciated, as listed below.

<u>Governmental Activities:</u>	<u>November 30,</u> <u>2013</u>	<u>Additions</u>	<u>Disposals</u>	<u>November 30,</u> <u>2014</u>
<u>Capital assets:</u>				
Equipment & Furniture	\$ 1,392,511	\$ 2,340	\$ -	\$ 1,394,851
<u>Less accumulated depreciation for:</u>				
Equipment & Furniture	(1,237,431)	(56,000)	-	(1,293,431)
<u>Governmental activities capital assets, net:</u>	<u>\$ 155,080</u>	<u>\$ (53,660)</u>	<u>\$ -</u>	<u>\$ 101,420</u>

Depreciation Expense

Depreciation expense of \$56,000 was charged as an expense to the public safety function.

**NOTE 6: PENSION AND RETIREMENT FUND CONTRIBUTIONS**

The Franklin County Joint Emergency Telephone System Board reports pension information in compliance with GASB #50.

The Franklin County Joint Emergency Telephone System Board participates in the Franklin County Government's Illinois Municipal Retirement Fund (IMRF). Employees that meet prescribed annual hourly standards in pension benefits for its employees covered by the Regular plan for the year ended November 30, 2014. The trend information presented in the table below represents the annual pension cost for the Franklin County Joint Emergency Telephone System Board. As the Franklin County Joint Emergency Telephone System Board participates in the County-wide IMRF Plan, the schedule of funding progress as shown in the required supplementary information section is for the entire plan which represents Franklin County Government as a whole.

Plan Description

The employer's defined benefit pension plan, Illinois Municipal Retirement Fund (IMRF), provides retirement and disability benefits, post retirement increases and death benefits to plan members and beneficiaries. The employer plan is affiliated with the Illinois Municipal Retirement Fund (IMRF), an agent multiple-employer plan. Benefit provisions are established by statute and may only be changed by the General Assembly of the State of Illinois. IMRF issues a publicly available financial report that includes financial statements and required supplementary information. The report may be obtained at [www.imrf.org](http://www.imrf.org).

Funding Policy

As set by statute, employees participating in IMRF are required to contribute 4.5% of their annual covered salary. The statute requires employers to contribute the amount necessary, in addition to member contributions, to finance the retirement coverage of its own employees. The employer rate for calendar year 2014 was 11.40% of annual covered payroll. The employer also contributes for disability benefits,

**FRANKLIN COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**NOVEMBER 30, 2014**

**NOTE 6: PENSION AND RETIREMENT FUND CONTRIBUTIONS (CONCLUDED)**

death benefits and supplemental retirement benefits, all of which are pooled at the IMRF level. Contribution rates for disability and death benefits are set by the IMRF Board of Trustees, while the supplemental retirement benefits rate is set by statute.

**Annual Pension Cost**

The required contribution for calendar year 2014 was \$15,368.

**Three-Year Trend Information for the Regular Plan**

<u>Fiscal Year Ended</u>	<u>Annual Pension Cost (APC)</u>	<u>Percentage of APC Contributed</u>	<u>Net Pension Obligation</u>
12/31/2014	\$ 15,368	100%	\$ -
12/31/2013	15,665	100%	-
12/31/2012	15,796	91%	-

**Funded Status and Funding Progress**

The required contribution for 2014 was determined as part of the December 31, 2012 actuarial valuation using the entry age actuarial cost method. The actuarial assumptions included (a) 7.5% investment rate of return (net of administrative expenses), (b) projected salary increases of 4% a year, attributable to inflation, (c) additional projected salary increases ranging from 0.4% to 10% per year depending on age and service, attributable to seniority/merit, and (d) post-retirement benefit increases of 3% annually. The actuarial value of the plan assets was determined using techniques that smooth the effects of short-term volatility in the market value of investments over a five-year period with a 20% corridor between the actuarial and market value of assets. The employer plan's unfunded actuarial accrued liability at December 31, 2012 is being amortized as a level percentage of projected payroll on an open 29 year basis.

As of December 31, 2014, the most recent actuarial valuation date, the Regular plan was 79.90% funded. The actuarial accrued liability for benefits was \$13,882,944 and the actuarial value of assets was \$11,092,669, resulting in an underfunded actuarial accrued liability (UAAL) of \$2,790,275. The covered payroll for calendar year 2014 (annual payroll of active employees covered by the plan) was \$5,295,616 and the ratio of the UAAL to the covered payroll was 53%.

The schedule of funding progress, presented as Required Supplementary Information, follows the notes to the financial statements, presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits.

**NOTE 7: EMPLOYEES' INSURANCE**

The Franklin County Joint Emergency Telephone System Board provides health insurance to qualifying employees. For a detailed description of the Plan's provisions, participants should consult the plan agreement. The Board paid \$15,917 for health insurance benefits for the year ended November 30, 2014.

**FRANKLIN COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**NOVEMBER 30, 2014**

**NOTE 8: DEBT**

**Short-Term Note**

The Board entered into a short-term note with the State Bank of Whittington on October 11, 2013 for the purchase of computer equipment and software. The short-term note will expire on October 11, 2016. This short-term note financed \$20,499 for 36 months at 3.250% interest. The short-term note agreement calls for monthly payments of \$598.40 to be made to the State Bank of Whittington for 36 months. The computer equipment and software is considered pledged until the short-term note commitment is paid in full.

**A. Summary of Debt Transactions**

The general debt as of November 30, 2014 follows:

<u>Description</u>	<u>November 30, 2013</u>	<u>Additions</u>	<u>Deductions</u>	<u>November 30, 2014</u>	<u>Amounts due in one year</u>
Compensated Absences	\$ 6,046.	\$ -.	\$ -.	\$ 6,046.	Undetermined.
Short-term Note	19,957.	-.	(6,194.)	13,763.	6,850.
<b>Total</b>	<b>\$ 26,003.</b>	<b>\$ -.</b>	<b>\$ (6,194.)</b>	<b>\$ 19,809.</b>	<b>\$ 6,850.</b>

**B. Future Debt Service Requirements**

*Short-Term Note*

*Dated: October 11, 2013. Interest Rate: 3.25%*

*Original Principal: \$20,499*

*Maturity Date: October 11, 2016*

<u>Fiscal Year Ending November 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2015	\$ 6,851	\$ 332	\$ 7,183
2016	6,476	105	6,581
<b>Total</b>	<b>\$ 13,327</b>	<b>\$ 437</b>	<b>\$ 13,764</b>

Specific years for payment of compensated absences are not determinable. The Franklin County Joint Emergency Telephone System Board's General Operating Fund is responsible for payment of the compensated absences as they are incurred.

**NOTE 9: RESTRICTED NET POSITION, COMMITTED FUND BALANCES, RESTRICTED/COMMITTED CASH AND STABILIZATION AMOUNTS**

**Government-wide financial statements**

For Government-wide financial statement reporting purposes, the Franklin County Joint Emergency Telephone System Board has internally designated a portion of the current net position for specific purposes. The internally designated net position consists of the following as of November 30, 2014:

<u>Description</u>	<u>November 30, 2014</u>
Board Designated - Operating Reserve*	\$ 150,000
Board Designated - Phase III Central	9,171
Board Designated - Dispatch Training	1,807
Board Designated - Mapping Training	16,000
<b>Total</b>	<b>\$ 176,978</b>

**FRANKLIN COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**NOVEMBER 30, 2014**

**NOTE 9: RESTRICTED NET POSITION, COMMITTED FUND BALANCES, RESTRICTED/COMMITTED CASH AND STABILIZATION AMOUNTS (CONTINUED)**

As there is no external requirement to restrict these funds, the amount above is included in unrestricted net position, board designated on the Statement of Net Position on page 5.

**Fund financial statements**

For governmental fund financial statement reporting purposes, the Franklin County Joint Emergency Telephone System Board has committed a portion of the current fund balance for specific purposes. The committed fund balance consists of the following at November 30, 2014:

<u>Description</u>	<u>November 30, 2014</u>
Committed - Operating Reserve*	\$ 150,000
Committed - Phase III Central	9,171
Committed - Dispatch Training	1,807
Committed - Mapping Training	16,000
<u>Total</u>	<u>\$ 176,978</u>

Accordingly, on the Balance Sheet on page 7, the Board has committed \$176,978 of cash and cash equivalents and fund balance for the committed funds above.

**\* Stabilization Amounts**

- a. **The authority for establishing stabilization arrangements:** At their regular meeting held on May 15, 2007, the Franklin County Joint Emergency Telephone System Board was presented with a recommendation from the 9-1-1 Director that reserve funds should be established to cover 6-months of operating expense (\$150,000) and for emergency equipment replacement (\$20,000). These specific amounts were included in the minutes from the May 15, 2007 meeting and those minutes were approved by the Board at their July 17, 2007 meeting. Additionally, the policy document titled "Policy and Procedure for Expenditures from the Emergency Telephone System Fund" included the following statements related to stabilization arrangements:

... "The business plan investments will include at least two cash reserves: one to cover 6 months of "operating expenses" and the other for future "equipment and software" requirements. It will be the practice of the FCJETSB to not budget beyond the "operating expense" cash reserve." ...

The policy document, "Policy and Procedures for Expenditures from the Emergency Telephone System Fund," was approved by the Board at their June 19, 2007 meeting. These two reserves in the amounts of \$150,000 for 6 months of operating expenses and \$20,000 for emergency equipment replacement are included on the financial balance sheet presented to the Board at each regular monthly meeting.

During the fiscal year ended November 30, 2013, the \$20,000 of emergency equipment reserves were deployed for Board and policy approved disbursements. The Board intends on repopulating the emergency equipment reserve during the fiscal year ending November 30, 2015.

**FRANKLIN COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**NOVEMBER 30, 2014**

**NOTE 9: RESTRICTED NET POSITION, COMMITTED FUND BALANCES, RESTRICTED/COMMITTED CASH AND STABILIZATION AMOUNTS (CONCLUDED)**

- b. **Requirements for additions to the stabilization amount:** A decision to change the amount of funds allocated to these two reserves would require a majority vote by the Board. This requirement is included in the policy document titled "Policy and Procedure for Expenditures from the Emergency Telephone System Fund" and is referenced below:

*... "This document has been approved by a majority vote of all members of the FCJETSJ at the June 19, 2007 Regular Meeting and will remain in effect until such time as the Board determines that changes should be made to maintain its applicability and value. It will require a resolution passed by a majority of all Board Members to modify this document."*

- c. **Conditions under which stabilization amounts may be spent:** The names given to the two stabilization reserve funds are intended to be descriptive of their purposes.

The "6 month operating expense" reserve was established to provide for the ongoing operation of the Franklin County 9-1-1 Administrative Office for a period of up to 6 months in the event that all or most income sources were not received.

This means this reserve will not be accessed unless the normal income received by the 9-1-1 Office ceases or is significantly reduced and normal expense obligations cannot be met otherwise.

The intent of this stabilization reserve is evident in the language included in the policy document titled "Policy and Procedure for Expenditures from the Emergency Telephone System Fund" which states, "It will be the practice of the FCJETSJ to not budget beyond the "operating expense" cash reserve."

The "emergency equipment replacement" reserve was established to respond to unanticipated events that result in the loss or damage to the equipment necessary to provide 9-1-1 service to Franklin County citizens. This reserve is different in scope and purpose from other reserves that have been established to fund Board approved projects or purchases. It is a reserve that can be accessed at the discretion of the 9-1-1 Director in the event of an emergency condition to pay for replacement equipment when surplus or stored equipment is not available to re-establish 9-1-1 operations.

- d. **Stabilization balance:** As mentioned, the stabilization reserves (as well as other reserve funds) are featured on the monthly financial balance sheet presented to the Board at each regular monthly meeting. As additional information, it is the intent of the Board that both of the stabilization reserves should be replenished with cash back to the designated levels as soon as practicable following any sanctioned withdrawals.
- e. **Minimum Fund Balance Policies:** The Franklin County Joint Emergency Telephone System Board has not formally adopted a minimum fund balance policy. Rather, the Board established separate stabilization amounts as described in (a.) above.

**FRANKLIN COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**NOVEMBER 30, 2014**

**NOTE 10: PRIOR PERIOD ADJUSTMENT**

Both the Government-wide and fund financial statements contain a prior period adjustment of \$14,240. This prior period adjustment is to report the effect of restating estimated useful lives on selected fixed assets.

**REQUIRED SUPPLEMENTARY INFORMATION**

*[Faint, illegible text or markings]*

**FRANKLIN COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD**  
**REQUIRED SUPPLEMENTARY INFORMATION**  
**IMRF SCHEDULE OF FUNDING PROGRESS**  
**FOR THE YEAR ENDED NOVEMBER 30, 2014**

<u>Actuarial Valuation Date</u>	<u>Actuarial Value of Assets (a)</u>	<u>Actuarial Accrued Liability (AAL) -Entry Age (b)</u>	<u>Unfunded AAL (UAAL) (b-a)</u>	<u>Funded Ratio (a/b)</u>	<u>Covered Payroll (c)</u>	<u>UAAL as a Percentage of Covered Payroll ((b-a)/c)</u>
12/31/2014	\$ 11,092,669	\$ 13,882,944	\$ 2,790,275	79.90%	\$ 5,295,616	52.69%
12/31/2013	\$ 11,021,448	\$ 13,343,602	\$ 2,322,154	82.60%	\$ 5,125,987	45.30%
12/31/2012	\$ 9,358,286	\$ 12,199,511	\$ 2,841,225	76.71%	\$ 5,038,782	56.39%

On a market value basis, the actuarial value of assets as of December 31, 2014 is \$13,135,927. On a market value basis, the funded ratio would be 94.62%.

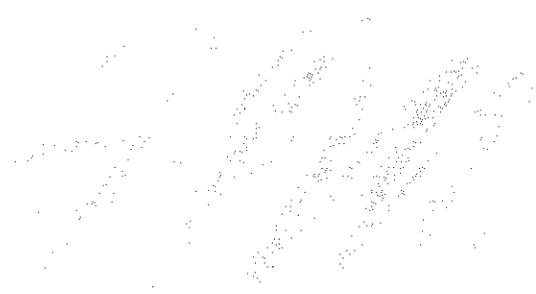
The actuarial value of assets and accrued liability cover active and inactive members who have service credit with Franklin County. They do not include amounts for retirees. The actuarial accrued liability for retirees is 100% funded.

**FRANKLIN COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD**  
**911 GENERAL OPERATING FUND**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN**  
**FUND BALANCE - BUDGET AND ACTUAL (CASH BASIS)**  
**FOR THE YEAR ENDED NOVEMBER 30, 2014**

	ACTUAL	BUDGETED AMOUNTS		VARIANCE- FAVORABLE (UNFAVORABLE)
		ORIGINAL BUDGET	FINAL REVISED BUDGET	
<b>REVENUES</b>				
Fees for services	\$ 334,178	353,600	\$ 353,600	\$ (19,422)
Interest income	734	1,200	1,200	(466)
Loan proceeds	-	-	-	-
Miscellaneous	130	180.00	180	(50)
<b>TOTAL REVENUES</b>	<b>\$ 335,042</b>	<b>\$ 354,980</b>	<b>\$ 354,980</b>	<b>\$ (19,938)</b>
<b>EXPENDITURES</b>				
Employee benefits	27,631	\$ 28,000	\$ 28,000	\$ 369
Employee health insurance	15,917	20,400	20,400	4,483
Small equipment and materials	8,197	10,000	10,000	1,803
Legal & accounting expense	12,014	15,000	15,000	2,986
Insurance expense	-	2,000	2,000	2,000
Internet	7,624	5,000	5,000	(2,624)
Wages	134,929	154,300	154,300	19,371
Contracted services	23,366	35,500	35,500	12,134
Janitorial	253	1,500	1,500	1,247
Training	5,692	5,000	5,000	(692)
Office expense, printing and postage	3,337	5,000	5,000	1,663
Rent	9,700	4,500	4,500	(5,200)
Repairs and maintenance	40,825	45,000	45,000	4,175
Telephone/pager expense	11,684	12,000	12,000	316
Travel	525	2,000	2,000	1,475
Utilities	2,355	3,500	3,500	1,145
Interest	-	2,000	2,000	2,000
911 trunking charges	54,473	56,000	56,000	1,527
<b>TOTAL EXPENDITURES</b>	<b>\$ 358,522</b>	<b>\$ 406,700</b>	<b>\$ 406,700</b>	<b>\$ 48,178</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>\$ (23,480)</b>	<b>\$ (51,720)</b>	<b>\$ (51,720)</b>	<b>\$ 28,240</b>
<b>FUND BALANCE (GAAP) - BEGINNING OF YEAR</b>	351,622			
<b>CURRENT YEAR (GAAP) ADJUSTMENTS</b>	(20,393)			
<b>FUND BALANCE (GAAP) - END OF YEAR</b>	<b>\$ 307,749</b>			

SEE ACCOMPANYING AUDITORS' REPORT AND NOTES TO BASIC FINANCIAL STATEMENTS.

OTHER SUPPLEMENTARY INFORMATION



**FRANKLIN COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD**  
**SCHEDULE OF CAPITAL OUTLAY PURCHASES**  
**FOR THE YEAR ENDED NOVEMBER 30, 2014**

<b><u>Purchase Date</u></b>	<b><u>Description</u></b>	<b><u>Purchase Amount</u></b>
1/27/2014	2014 QuickBooks Software	\$ 268
2/13/2014	(2) Fax Machines - Buckner & Roylton	257
3/25/2014	Terminal Server	419
3/31/2014	Monitor - 911 Office Manager	158
5/6/2014	CPE Telephone	445
7/8/2014	Monitor - Mapping/GIS Department	184
7/15/2014	Mapping CPU	609
<b><u>Total 2014 Capital Outlay Purchases</u></b>		<b><u>\$ 2,340</u></b>

*[Faint, illegible signature or stamp]*