

COLLECTIVE BARGAINING AGREEMENT

Between

FRANKLIN COUNTY CIRCUIT CLERK

AND

THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
THE DOWNSTATE ILLINOIS LABORERS' DISTRICT COUNCIL

And

LABORERS' LOCAL UNION 773



DURATION: DECEMBER 1, 2023 THROUGH NOVEMBER 30, 2026

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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 DOWNSTATE 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) in Case Nos. S-AC-17-004 and S-UC-(S)-17-062, the Employer recognizes the Laborers' International Union of North America, Local 773 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 classifications of Lead Deputy Clerk and 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 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 Chief Judge of the Second Judicial Circuit and the Resident Judge.

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 1 of the Grievance Procedure.

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 reprimands shall be removed from the files after six (6) months if there has been no recurrence of the type of conduct giving rise to the reprimand.

Written reprimands shall be removed from the files after one (1) year, 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
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Christmas Day
Juneteenth

Labor Day
Columbus Day
General Election Day
Veteran's 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 oav 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 Pav 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 seventy (70) 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 seventy (70) hours allowed to be carried over by Employees hired on or after December 1, 2014, the Employer will assign time-off with pay if the Employee does not schedule vacation.

Section 12.4 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 seventy (70) 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 recall Employees from vacations in the reverse order of granting vacations. In the event of any cancellation, the rescheduling of vacation time shall be accomplished on a first request, first granted basis.

Section 12.6 Vacation Schedules

The vacation sign-up sheet, subject to the approval of the Circuit Clerk, will be approved far enough in advance to assure that the smooth performance of the Office is not jeopardized.

Section 12.7 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 12.8 Separation from Employment

In the year in which an Employee quits or is terminated, the Employee shall receive an unused vacation benefit prorated on the number of months actually worked.

Section 12.9 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 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.

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 the Employee's work shift, the Employee must notify or cause notification to be made to the Employee's 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 the Employee's 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 the Employee 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, 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 Employer on behalf of that Employee (also known as the Employer contribution) during the period of leave.

6. An Employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose anything accrued prior to leave.

Section 14.9 Job Protection

1. If the Employee returns to work within twelve (12) weeks following a family/medical leave, the Employee will be reinstated to the Employee's former position or an equivalent position with equivalent pay, benefits, status and authority.

2. The Employee's restoration rights are the same as they would have been had the Employee not been on leave. Thus, if the Employee's position would have been eliminated or the Employee would have been terminated but for the leave, the Employee would not have a right to be reinstated upon return from leave.

3. If the Employee fails to return within twelve (12) weeks following a family/medical leave, the Employee will be reinstated to the Employee's same or similar position, only if available in accordance with applicable laws. If the Employee's same or similar position is not available, the Employee may be terminated.

Section 14.10 Family/Medical Leave Forms to be Submitted to the Employee

1. Request for Family/Medical Leave;
2. Physician or Practitioner Certification. Family Member Serious Health Condition / Employee Serious Health Condition;
3. Authorization for Payroll Deduction for Benefit Plan Coverage Continuation;
4. Fitness-for-Duty to Return from Leave.

ARTICLE 15 LEAVES OF ABSENCE

Section 15.1 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 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 Employee's job for an appropriate number of days up to three (3) days per occurrence with prior notice to the Department Head. For such day's absence, the Employee shall receive compensation at the Employee's normal rate of pay. If the Employee desires to be absent for more than the respective five (5) or three (3) days, the Employee may utilize previously earned, unused vacation days and receive compensation for such additional days absence at the Employee's normal rate of pay, provided that the Department Head approves such additional absence. Bereavement Leave shall supersede all other approved leaves of absence.

(b) Any absence to attend a funeral of anyone who is not a member of an Employee's immediate family may be arranged with the Department Head, without pay, but previously earned and unused vacation days may be utilized in such case with the consent of the Department Head.

(c) Definition of Family: A member of the immediate family shall be defined to be any Employee's mother, father, wife, husband, daughter or son (including step or

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 15.8 Jury Duty

An Employee summoned to jury duty will be excused from the Employee's 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 15.9 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 15.10 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 16
RATE OF PAY**

Section 16.1

Wage rates for the positions covered by the terms of this Agreement are set forth in Appendix A. The amount of the wage increase indicated in the appendix shall be 4.5% increase on 12-01-2023, 4.75% increase on 12-01-2024 and a 5.0% increase on 12-01-2025.

Upon signing of this Agreement, there shall be three (3) positions created and titled as "Lead Deputy Clerk". Employees classified as Lead Deputy Clerk shall perform duties as assigned by the Circuit Clerk and shall have the added duty to assist in overseeing the day to day operations of the office. The Lead Deputy Clerk(s) shall be paid a stipend once each year on the anniversary of the Agreement in the amount of six hundred dollars (\$600.00). A Lead Deputy Clerk may only be removed from this position by means of progressive discipline and for just cause or by voluntary request.

**ARTICLE 17
OTHER BENEFITS**

Section 17.1

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

Section 17.2 Illinois Municipal Retirement Fund

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

**ARTICLE 18
LAYOFF AND RECALL**

Section 18.1 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. Probationary Employees within the affected department.
2. In the event of further reductions in force, Employees will be laid off from the affected department in reverse order of their seniority and with ability to perform the remaining work available without further training.

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

Employees who are eligible for recall shall be given seven (7) calendar days notice of recall, and notice shall be sent to the 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 19
NO STRIKE/ NO LOCKOUT**

Section 19.1 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 an 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 19.2 Employer/Employee Rights

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

Section 19.3 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 20
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 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:
Jerry Womick, Business Manager
Laborers' International Local Union 773
5102 Ed Smith Way
Marion, IL 62959

NOTICE TO THE EMPLOYER SHALL BE ADDRESSED TO:
Jim Muir
Franklin County Circuit Clerk
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, 2020 until November 30, 2023, 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, 2023. 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

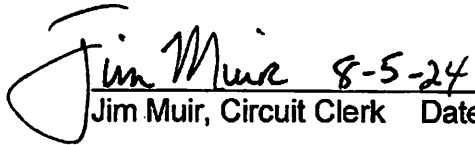
thirty (30) days this process has not produced an Agreement, it shall be referred to Step 2.

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


Jim Muir, Circuit Clerk 8-5-24 Date

FOR THE UNION:
Laborers' Local 773

Jerry Womick, Business Manager Date

The Downstate Illinois
Laborers' District Council


Glyn Ramage, Business Manager 8/28/24 Date

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

 8-5-24
Jim Muir, Circuit Clerk Date

FOR THE UNION:
Laborers' Local 773

 8/28/24
Jerry Wornick, Business Manager Date

The Downstate Illinois
Laborers' District Council

Glyn Ramage, Business Manager Date

APPENDIX A WAGES

	4.50%	4.75%	5.00%
	12/1/2023	12/1/2024	12/1/2025
1	\$30,156.36	\$31,588.79	\$33,168.23
2	\$33,499.79	\$35,083.05	\$36,828.80
3	\$33,692.67	\$35,285.09	\$37,040.94
4	\$33,885.53	\$35,487.11	\$37,253.07
5	\$34,078.40	\$35,689.14	\$37,465.20
6	\$34,271.27	\$35,891.18	\$37,677.34
7	\$34,464.14	\$36,093.20	\$37,889.46
8	\$34,657.00	\$36,295.23	\$38,101.59
9	\$34,849.87	\$36,497.26	\$38,313.72
10	\$35,042.74	\$36,699.29	\$38,525.86
11	\$35,235.61	\$36,901.32	\$38,737.99
12	\$35,428.47	\$37,103.35	\$38,950.11
13	\$35,621.35	\$37,305.38	\$39,162.25
14	\$35,814.21	\$37,507.41	\$39,374.38
15	\$36,007.08	\$37,709.44	\$39,586.51
16	\$36,199.96	\$37,911.47	\$39,798.65
17	\$36,381.34	\$38,101.47	\$39,998.14
18	\$36,585.69	\$38,315.53	\$40,222.90
19	\$36,778.55	\$38,517.55	\$40,435.03
20	\$36,971.43	\$38,719.59	\$40,647.17
21	\$37,164.29	\$38,921.62	\$40,859.30
22	\$37,357.16	\$39,123.64	\$41,071.42
23	\$37,550.03	\$39,325.68	\$41,283.56
24	\$37,742.90	\$39,527.71	\$41,495.69
25	\$37,935.76	\$39,729.73	\$41,707.82
26	\$38,128.63	\$39,931.76	\$41,919.95
27	\$38,321.50	\$40,133.80	\$42,132.09
28	\$38,514.37	\$40,335.82	\$42,344.21
29	\$38,707.23	\$40,537.85	\$42,556.34
30	\$38,900.11	\$40,739.89	\$42,768.48
31	\$39,092.98	\$40,941.91	\$42,980.61
32	\$39,285.84	\$41,143.94	\$43,192.73
33	\$39,478.72	\$41,345.97	\$43,404.87
34	\$39,671.58	\$41,548.00	\$43,617.00
35	\$39,864.45	\$41,750.03	\$43,829.13
36	\$40,057.31	\$41,952.05	\$44,041.26
37	\$40,250.19	\$42,154.09	\$44,253.40
38	\$40,443.05	\$42,356.12	\$44,465.52
39	\$40,635.92	\$42,558.14	\$44,677.65
40	\$40,828.79	\$42,760.18	\$44,889.79
	Longevity \$168/Annually	Longevity \$168/Annually	Longevity \$168/Annually

**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