A G R E E M E N T

between the

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

of the

STATE OF ILLINOIS

and

LABORER'S INTERNATIONAL UNION OF NORTH AMERICA

RECOGNITION: The Director of the Department of Central Management Services, State of Illinois, and the employing Agencies, hereinafter referred to as the Employer, recognizes the Union signatory to this Agreement, hereinafter referred to as the Union, as sole and exclusive bargaining agent in all matters pertaining to wages, hours and working conditions for the applicable job titles (Appendix A) included herein.

Work jurisdictions which have traditionally and historically been assigned to the Union, shall continue to be so assigned, and the Employer will not intentionally take any action directed at eroding the continued assignment of traditional and historical work jurisdictions to the Union by allowing the work to be performed by State employees represented by other unions. All newly created positions shall be discussed between the Union's claiming jurisdiction. The Union may contact the Agency Labor Relations Office or the Department of Central Management Services. Appeals regarding work jurisdiction matters may be sent to Central Management Services, Division of Labor Relations and the operating agency. Upon request of the Union the parties shall meet within ten (10) work days to make every possible attempt to resolve the matter. If the issue remains unresolved, this meeting shall be considered as the step 4(a) section of the contractual grievance procedure.

HOURLY WAGE RATES: Copies of signed Agreements between contractors or other employers and the respective Union shall be certified to the Illinois State Department of Labor by the International Representative of the respective Union and shall be considered adequate proof of the prevailing rate of wages to be paid, minus the per hour costs of fringe benefits so designated by Agreement, if any, in keeping with past practice. The Illinois Department of Labor shall notify the Department of Central Management Services of the Prevailing Rate.

Pursuant to the terms set forth in the section entitled "Insurance and Pension", effective January 1, 2005, employees shall be paid an additional 2.00% above the prevailing rate of wages for employees on the standard pension formula and 2.75% above the prevailing rate of wages for employees on the alternative pension formula, minus the per hour costs of fringe benefits so designated by this Agreement.

Pursuant to the terms set forth in the section entitled "Insurance and Pension", effective January 1, 2006, employees shall be paid an additional 4.00% above the prevailing rate of wages for employees on the standard pension formula and 5.5% above the prevailing rate of wages for employees on the alternative pension formula, minus the per hour costs of fringe benefits so designated by this Agreement.

Positions in maximum security institutions shall receive a $50.00 a month adjustment to the employee's monthly wages for all employees with seven or more years of continuous service with the Department of Corrections. Employees shall receive the adjustment as long as they remain employees at a maximum security facility.

The effective date of changes in Wage Rates shall be on the date of certification by the Illinois Department of Labor.

Effective July 1, 2004, all paychecks for new hires will be delivered via direct deposit. Effective July 1, 2012, all paychecks will be delivered via direct deposit unless exempted by the Comptroller's Office.

New employees hired on or after December 1, 2013, shall be paid the appropriate prevailing rate.

Prevailing Rate Wage Freeze: However, effective July 1, 2015, all hourly wage rates will be frozen effective July 1, 2015 for a period of four years. Employees will be paid the same rate they earned as of July 1, 2015 for the entire duration of the Agreement, excluding merit incentives; however, this prevailing rate wage freeze provision shall not apply if the agreement is ratified by November 16, 2015.

MERIT INCENTIVES: The parties agree to develop and implement a merit incentive program to reward and incentivize high-performing employees, or a group's/unit's performance. As a part of such efforts, the Employer may create an annual bonus fund for payout to those individuals deemed high performers or for a group's/unit's level of performance for the specific group/unit. Payment from this bonus fund will be based on the satisfaction of performance standards to be developed by the Employer in consultation with the Union. Such compensation either for a group/unit or an individual shall be considered a onetime bonus and will be offered only as a non-pensionable incentive, and that any employee who accepts merit pay compensation does so voluntarily and with the knowledge and on the express condition that the merit pay compensation will not be included in any pension calculations and will not affect any future calculations regarding the prevailing wage rate.

As a part of such efforts, the Employer may reward individual high-performing employees with time-off awards. High-performing employees may earn up to five (5) days of additional time-off in a calendar year, above and beyond the employee's accrued vacation time. Issuance of a time-off award will be based on the satisfaction of performance standards to be developed by the Employer in consultation with the Union. Scheduling the time-off requires supervisory approval, and only a non-bargaining unit supervisor can reward an employee with a time-off award. Time-off awards can be issued by any non-bargaining unit supervisor in the employee's evaluation chain. Time-off awards, when taken by the employee, will not count against the employee's leave bank. Unused time-off awards shall not convert to a cash-pay out, nor will the hourly value of the time-off awards be used in any calculation for future wages under the provisions of the Prevailing Wage Act.

Additionally, as a part of overall efforts to improve efficiency of state operations and align the incentives of the Employer with its employees, the Employer may develop gain sharing programs. Under such programs, employees or departments may propose initiatives that would achieve substantial savings for the State. Upon realization of such savings, the Employer may elect to return a portion of this savings to the employees who participated in the identified initiative. Such compensation either for a group/ unit or an individual shall be considered a one-time bonus and will be offered only as a non-pensionable incentive, and that any employee who accepts merit pay compensation does so voluntarily and with the knowledge and on the express condition that the merit pay compensation will not be included in any pension calculations.

The Employer will develop specific policies for both of these programs and will give the Union an opportunity to review and comment on such policies prior to their implementation. The Employer's intent is to develop policies that will reward employees or units of employees based

on specific achievements and to prevent rewards that are influenced by favoritism, politics, or other purely subjective criteria. Compliance with the policies for both of these programs shall be subject to the grievance and arbitration procedure.

The exercise of such rights by management may not conflict with the provisions of this agreement, except that it is understood that awards pursuant to such programs shall be performance-based only. Moreover, an employee's failure or refusal to participate in this program may not be grounds for any form of discipline. The Parties understand stand that the Merit Incentive Program will be effective after the Department of Central Management Services and the Unions mutually agree to its process and procedures.

WORK WEEK & WORK DAY: The normal work week shall be five (5) consecutive days of eight (8) hours of work, Monday through Friday. The normal work day shall be from 8:00 A.M. through 4:30 P.M., or within two (2) hours of same, by mutual Agreement, and shall include a half-hour (1/2) meal and rest period. Employees who are required by the Employer to work during an unpaid meal period and are not provided an alternate meal period shall be compensated for such time at the applicable rate of pay.

Employees working during the shift when Daylight Savings Time changes to Standard Time will receive the appropriate rate of premium pay for the extra hours worked. However, when Standard Time changes to Daylight Savings Time, employees will be allowed to use accumulated benefit time, excluding sick leave, to cover the one (1) hour reduction in work time.

Work Assignments Requiring Travel: Employees shall not be required to travel to other locations unless the employee is paid the prevailing rate of the local jurisdiction or their current rate, whichever is higher. Employees will also be provided travel reimbursement when travel is

in excess of their normal commute and consistent with Travel Board Regulations and/or provided a state vehicle when available.

Except where current practices exist, such Work Assignments Requiring Travel:

a) Will be limited to 120 miles and/or 2 hours from their current headquarters; or

b) Any travel in excess of 120 miles and/or 2 hours shall be by mutual agreement of the parties.

Employees shall not be required to travel to a location other than their regular work location in excess of 120 calendar days without mutual agreement of the parties. However, if the Employer has begun the process to fill the vacancy the assigned employee shall continue to perform in that assignment subject to a maximum of 60 additional days. At that point the Employee shall be returned to his regular assignment absent any mutual agreement between the Parties to extend this assignment.

Upon return from assignment an employee shall be allowed reasonable time to respond to work accumulated during the employee's absence as a result of this section.

OVERTIME: The seven-day period for overtime purposes shall begin with the first shift Saturday (A.M.) and end with the last shift - Friday (P.M.). Forty hours shall constitute the work week for all employees. All work performed outside the normal work hours shall be considered overtime and shall be paid for at the rate of one and one-half the normal hourly rate for all overtime hours worked. Holiday and Vacation time shall be considered as hours worked for the purpose of computing overtime.

In the event an employee has a regular schedule which requires working more than five (5) days in any given seven (7) day period even though it overlaps work weeks, he/she shall be paid inconvenience premium pay of $1.50 per hour above the regular rate of pay on each of these days worked over five (5) days within said seven day period. There shall be no double payment or calculation of the same days within a given seven-day period, unless an employee works more then the normally scheduled hours or days as provided in this Agreement.

All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location. An employee mistakenly by-passed for overtime shall be offered the next overtime opportunity.

CALL BACK: An employee called back to work outside of his/her regularly scheduled shift or his/her scheduled days off shall be paid a minimum of three (3) hours pay, at the applicable rate for each separate call out regardless of the time period of such calls. One half-hour travel time shall be added to an employee's total hours worked on each call back if over the three (3) hour minimum.

BENEFITS: Sick leave, vacation, holidays and all other fringe benefits shall be granted under the same standards as applied to all employees covered under the rules of the Central Management Services. Nothing in this Section shall be interpreted to apply to the differences of fringe benefits given temporary employees (hired for six (6) months or less) vs. full time employees.

The Union shall be notified by the Employer in writing of any changes or revisions in employee benefits including health insurance during the term of the Agreement.

Employees will not be placed on "proof status" without just cause.

Payment in Lieu of Vacation Effective January 1, 2016, employees newly-hired into the bargaining unit shall be entitled to a vacation payout of no more than 45 days.

HOLIDAYS: Employees required to work by the Employer on Thanksgiving Day, Christmas Day, Labor Day, Memorial Day, Independence Day, New Years Day, or Martin Luther King's Birthday shall be compensated at time and one-half their hourly rate in addition to eight (8) hours of straight time for the holiday.

Any accrued holiday time shall be granted on the day requested by the employee unless to do so would interfere with the Employer's operation, in which event the employee's next requested day off shall be given or cash paid in lieu thereof. All holiday time must be liquidated during the fiscal year (July 1 through June 30) in which it was earned.

The other authorized holidays on which employees shall have time off, with full salary payment are: Lincoln's Birthday, President's Day, Columbus Day, Veteran's Day, Friday following Thanksgiving Day, and General Election Day (on which Members of the House of Representatives are elected).

VACATION: Once any employee's scheduled vacation is approved by the Employer, it will only be canceled if the Employer's emergency operating needs require that employee's services. The Union and the employee will be notified in writing, regarding the nature of the emergency.

INSURANCE: During the term of this Agreement, the Employer shall continue in effect, and the employee shall enjoy the benefits, rights and obligations of the Group Insurance Health and Life Plan applicable to all Illinois State employees, as amended or modified in regards to the level of benefits and contribution costs for all State employees, pursuant to the provisions of the State Employees Group Insurance Act of 1971 (5ILCS 375) as amended by Public Act 90-65 and as amended or superseded. However, Employee Health Care Benefits shall be as set forth below:

(a) Beginning January 1, 2016, the Parties agree that the aggregate employee premium contribution share will increase from 17% to 35%. Four additional salary tiers will be added to adjust employee premium contributions for employees whose annual salary exceeds $100,000. The average actuarial value of such plans will be the same as the actuarial value of such plans as of June 30, 2015. The State agrees to immediately initiate efforts to develop additional plan designs and premium contribution structure in cooperation with the Union.

(b) The State will offer, by July 1, 2016 or as soon thereafter as is practicable, a plan design that allows employees to obtain the same employee premium contribution amount, by salary tier, as those in place on June 30, 2015, with the exception that such a plan will also have additional salary tiers for determining employee premium contribution amounts for those employees whose annual salary exceeds $100,000. This plan will achieve the same average level of cost-sharing in aggregate between the State and its Employees as the plan outlined in subsection (a).

(c.) The State will also offer, by July 1, 2016 or as soon thereafter as is practicable, a plan design that is a richer plan design than the plan referred to in subparagraph (b) and less rich than the plan design referenced in subparagraph (a). Such a plan will, on average, evenly split employee costs between premium contributions and other charges incurred at the time of treatment, such as co-pays and deductibles. This plan will achieve the same aggregate level of cost-sharing between the State and its Employees as that contained in subsections (a) and (b). The employee salary tiers for such a plan will be the same as those outlined in subsection (b). The State will conduct a Benefit Choice period following approval of plan-design.

(d) On July 1, 2016, employees will also be offered the option to receive health insurance coverage at the same level of cost sharing between themselves and the State as that present on June 30th, 2015, from July 1, 2016 through June 30, 2019, with the exception that such a plan will also have additional salary tiers for determining employee premium contribution amounts for those employees whose annual salary exceeds $100,000. For the salary tiers over $100,000, the premium will be divided by a factor of 2.023 to adjust back to a comparable amount for those premiums in place on June 30, 2015. As consideration for this increase in coverage, employees who choose this option will be responsible for the premiums for their member and dependent health insurance coverage after retirement.

If, for any reason, the above provisions relating to consideration for retiree healthcare are subsequently invalidated or deemed to not be in compliance with state law, employees who choose this option will reimburse the State an amount equal to the difference in value of the

coverage they received under this option instead of the other plans offered under this agreement. Decisions made to select this option are irrevocable.

(e) The State will also implement, as soon as is practicable, other initiatives designed to achieve $150 million in combined annual savings for both the State and employees. These may include wellness and spouse opt-out incentives and network modifications that allow certain services to be offered at a lower cost to both the State and its employees.

(f) Notwithstanding (a) through (e), employee premium contribution amounts may be increased or decreased in proportion to net insurance liability changes.

(g) As an alternative to the plans outlined under this subsection, the State agrees that employees may elect to be a member of the health insurance plan offered by the Union.
In the event that employees choose to opt out of the State's plans, the State will contribute an amount up to but not exceeding the State's average projected contribution for its own health, dental, life, and vision plans under this agreement towards that employee and their dependents' health, dental, life and vision coverage under the Union's plan. For the period from January 1, 2016 to June 30, 2016, the average monthly amount will be $967 for an individual employee and their dependents. The limit of the State's contribution amount will be re-calculated July 1st of each year of this agreement to reflect any increases in State contributions that are projected for the fiscal year that begins on July 1st of that year. The actual amount of the State's contribution shall be based on the projected claims liability as certified by the Union's insurance plan.

(h) The Parties agree that the State will continue to explore cost containment initiatives to provide employees with greater choice and stimulate competition among carriers. These initiatives may include introduction of a State private medical exchange consistent with the conceptual framework of the Affordable Care Act. Within such an exchange, employees would have the ability to select amongst multiple plans of varying richness offered by multiple contractual carriers. The State would provide employees with a contribution amount, on average, at the same overall levels as the State's projected contributions under the 3 plans set forth in this agreement. This contribution amount would be adjusted on July 1, 2017 and July 1, 2018 in proportion to the projected rate of medical inflation for the succeeding twelve month period. Full payment of such an amount would be contingent on employee's participation in wellness initiatives. Lack of participation in such initiatives would result in a reduction to the State's contribution in proportion to the estimated cost savings that such an initiative would achieve.

PENSION: During the term of this Agreement, the Employer shall continue in effect, and the employee shall enjoy the benefits, rights and obligations of the retirement program provided in the Illinois Pension Code,40ILCS 5/14 , as amended or superseded.

The employee contributions shall be treated for all purposes in the same manner and to the same extent as employee contributions made prior to January 1, 1992 consistent with Article 14 of the Illinois Pension Code.

All SERS eligible employees who retire on or after January 1, 1998 and are not in the alternative formula shall receive a 1.67% pension formula of final average compensation beginning January 1, 1998. All SERS eligible employees not coordinated with Social Security

who retire on or after January 1, 1998 and are not on the alternative formula shall receive a 2.2% pension formula of final average compensation beginning January 1, 1998. These employees shall contribute 1% of their wages through payroll deduction beginning July 1, 1997, an additional 1% July 1, 1998 and an additional 1% July 1, 1999 for a total contribution of a constant 3%.

' For all SERS-eligible employees the payment for accrued sick leave after the employee's death, retirement, resignation or other termination of service provided by Public Act 83-976 shall be for such leave days earned on or after January 1, 1984 and before January 1, 1998. Sick leave accumulated on or after January 1, 1998 is not compensable at the time of the employee's death, retirement, resignation, or other termination of service.

Effective January 1, 1998 sick leave used by such employees shall be charged against his or her accumulated sick leave in the following order: first, sick leave accumulated before January 1, 1984; then sick leave accumulated on or after January 1, 1998 and finally sick leave accumulated on or after January 1, 1984 but before January 1, 1998.

Effective with retirements on or after January 1, 2001, all bargaining unit members covered by State Employees Retirement System (SERS) will receive the following change to pension benefits:

Employees on the SERS standard formula can retire based upon their actual years of service, without penalty for retiring under age 60, when their age and years of service add up to 85 (in increments of not less than one month). Employees eligible to retire under this "Rule of 85" will be entitled to the same annual adjustment provisions as those employees currently eligible to retire below age 60 with 35 or more years of service.

For coordinated SERS employees on the alternative formula, a flat formula of 2.5% per year of service, based on the higher of the Final Average Salary, or the rate of pay on the final day of employment, up to a maximum of 80% of FAS.

For non-coordinated SERS employees on the alternative formula, a flat formula of 3.0% per year of service, based on the higher of the Final Average Salary (FAS), or the rate of pay on the final day of employment, up to a maximum of 80% of FAS.

Coordinated and non-coordinated SERS employees on the alternative formula will make the following additional contributions to the pension system: 1% of compensation effective January 1, 2002, 2% of compensation effective January 1, 2003, and 3% of compensation effective January 1, 2004.

Effective January 1, 2005, employees shall make half the employee contribution to the appropriate Retirement System in an amount equal to the coordinated rate (2% for covered employees; 2.75% for covered employees in the alternative formula).

Effective January 1, 2006, employees shall make the employee contribution to the appropriate Retirement System in an amount equal to the coordinated rate (4% for covered employees; 5.5% for covered employees in the alternative formula).

During the term of the Agreement, the parties will explore the feasibility of entering into participation agreements with coalition members that have pensions, and health and welfare trusts.

SENIORITY: Seniority is the length of service in the bargaining unit in the facility. Seniority within a classification shall apply for choice of Vacation, Layoff, Call back, Shifts and Promotions provided that the employee has the ability to perform the job. . Except where skills

and ability are relatively equal and there exists an underutilization of a minority class in a given geographical region and or category, the Agency may in accordance with the applicable law, bypass the most senior employee in order to reduce the underutilization when considering promotions; however the Agency will provide the Union fourteen (14) calendar day notice before exercising this right, and any grievances regarding the Agencies exercise of this right will be submitted at Step 4(A) of the grievance procedure. Seniority cannot be exercised until a Shift Vacancy occurs. In the event the Employer recalls employees after a layoff, the employees will be recalled in the reverse order of that in which they were laid off. Further, the Employer will hire no new employees in the same position classification if any bargaining unit employees are on layoff status.

Promotions within the bargaining unit shall be in accordance with classification seniority at the work location where the promotion occurs.

TRANSFERS: In the event that a permanent vacancy is posted, employees who have a transfer request on file shall have the opportunity to transfer, (unless there are individuals on the Agency recall list), prior to filling of the vacancy by other means available.

Employees desiring to transfer to the same position classification within the same Agency to a different geographical location shall file a request to transfer, which will be effective for one (1) year, with the Personnel Officer at the Agency/Facility where the employee wishes to transfer. In addition, the parties agree to the following parameters: (1) Any employee who has been suspended (unless the suspension is less than 3 days) within the preceding 6 months of the transfer opportunity shall not be eligible for transfer under this agreement. (2) An employee who exercises their right to transfer under this agreement will not be eligible to transfer again for 24

months from the date of the transfer. (3) The name of the employee who declines an offer to transfer under the terms of the agreement shall be removed from the transfer request list. (4) All transferred employees must successfully complete the regular orientation and/or regular refresher training program in the new facility if such training or orientation is made available to the employee.

LAYOFFS: The Employer will give at least thirty (30) calendar days notice to the Union and the employee prior to actual date of layoff, unless such layoff is caused by an emergency situation. In such emergency situation, the Employer will notify the Union, and conference (if the latter so desires it) between the Parties will occur within twenty-four (24) hours from the time of notification of the Union to determine the actual date of layoff.

At the request of an employee covered by this Agreement and with concurrence of the Employer, a layoff notice may be less than thirty (30) calendar days. Appeals of layoffs shall be filed as a written grievance at Step 3 within ten (10) working days of becoming aware of such action.

GRIEVANCE PROCEDURE:

Section 1. Grievance: A grievance is defined as any complaint or dispute between Employer and a Union or employee regarding the application or interpretation of this Agreement, including wages, hours of work, disciplinary action and discharge.

Grievances may be processed by the Union on behalf of itself, any employee or group of employees, or by the aggrieved employee. An employee is entitled to Union representation at each step of the grievance procedure.

Before a formal grievance is filed, the aggrieved employee should attempt to resolve the grievance by discussing it with his/her immediate supervisor.

Section 2. Grievance Steps:

STEP 1: Immediate Supervisor: The employee and/or Union shall present a written grievance with the employee's supervisor who is outside the bargaining unit.

The written grievance shall be on an agreed upon form provided by the facility's Personnel Office and shall contain a statement of the complaint, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant.

All written grievances must be presented not later than ten (10) working days from the date the grievant become aware of the occurrence giving rise to the complaint. The immediate supervisor shall respond in writing, to the Union and grievant, within five (5) working days from the date the grievance was filed.

STEP 2: Intermediate Administrator: In the event the grievance is not resolved in Step 1, it shall be presented in writing by the grievant or the Union to the Intermediate Administrator within five (5) working days after the Step 1 answer or date such answer was due, whichever is earliest. Within ten (10) working days of its receipt, the Intermediate Administrator shall discuss the grievance with the union, and shall render a written answer within five (5) working days thereafter, to the grievant and the Union.

STEP 3: Agency Head: If the grievance is still unresolved, it shall be presented by the Union or the grievant, to the Agency Head, in writing, within ten (10) working days after receipt of the Step 2 response or date it was due, whichever is earliest. Within ten (10) working days after such presentation, the parties shall meet and attempt to solve the grievance unless the parties mutually agree otherwise. The Agency Head shall issue a written response within ten (10) working days following the meeting, or within fifteen (15) working days of receipt of the grievance should no meeting be held, to the grievant and the Union. All grievances concerning work jurisdictions, termination and layoff may be grieved by the Union at Step 3.

STEP 4:

A) Union/Employer Meeting: If the matter remains unresolved at Step 3, only the Union, by written notice to the Employer, within ten (10) working days after the Step 3 answer, or date it was due, may appeal the grievance to Step 4. Upon such appeal, the Employer and Union shall meet within ten (10) working days at a mutually convenient time and place to discuss the grievance. Within three (3) working days of subject meeting, either party may request the dispute be submitted to arbitration.

B) Arbitration: Once a grievance is appealed to arbitration, representatives from the Employer and the Union shall meet to mutually select an arbitrator.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union and Employees.

The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement and shall render a decision within thirty (30) days after hearing said case.

If, in accordance with the above procedure, the grievance(s) is appealed to arbitration, representatives of the Employer and the Union shall meet to select an arbitrator, from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after the meeting in Step 4(a), the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators living within Illinois or close proximity to Illinois. Said arbitrators shall be members of the National Academy of Arbitrators. The parties shall alternately strike the names of three arbitrators, taking turns as to the first strike. A coin toss shall determine which party shall strike the first name. The person whose name remains shall be the arbitrator provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

Section 3. Time Limits:

A) Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

B) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

C) The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next steps, except STEP 4(b) Arbitration.

Section 4. Witnesses and Information: Either party may request the production of specific documents, books, papers or witnesses reasonably available and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted, shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials.

Section 5. Expenses: The expenses and fees of the arbitrator shall be shared equally by the parties. Each party shall bear the expense of its own witnesses who are not employees of the Employer. The Employer shall not be responsible for any travel or subsistence expenses incurred by employee or Union representatives in the processing of grievances.

NO STRIKE OR LOCKOUT: During the term of this Agreement, there shall be no strikes, lockouts, work stoppages, slow downs or any other forms of concerted job action, and any employee engaged in such concerted job actions shall be subject to discipline.

VACANCIES: The Director of Central Management Services, or his or her designate, will meet with the Union as needed or upon request to discuss the specifications for the classifications in order to determine the appropriate job requirements and preferred qualifications. However, the Parties agree that the determination of specifications for the classifications and the appropriate job requirements is a wholly within the Employer's discretion as determined by the Department of Central Management Services.

The Employer will notify the Union when permanent vacancies exist and will give the Union an opportunity to recommend reliable and competent candidates for employment.

Permanent vacancies shall be posted for bid on the Employer's and other appropriate bulletin boards for a period of ten (10) working days. Once a vacancy is posted and employees have submitted bids for the position, the vacancy will not be posted again for a period of thirty (30) calendar days unless all of the original bidders decline the position. The posting procedure may be modified if mutually agreed by the parties on an agency basis. Any bargaining unit employee may bid on a position; however, they must be deemed qualified and eligible in order to be considered for selection. An employee on leave of absence is not considered eligible unless, upon acceptance of the position, the employee is able to commence performing the duties within ten (10) working days of being offered the position.

All such permanent vacancies shall be filled in a reasonable time period, and they shall be filled according to seniority, as that term is defined in this agreement.

TEMPORARY ASSIGNMENT: Employees may be temporarily assigned to a higher level position at the appropriate rate of pay within the bargaining unit or work location for a period not to exceed 120 calendar days except in cases of leaves of absence.

DUES CHECK-OFF AND FAIR SHARE: The Employer shall notify the Union of all new hires, work location and job classification. The Employer, upon receipt of a validly executed written authorization card, shall deduct Union Dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union.

If the bargaining agent of the employees has a majority of union members, as verified by a mutually agreeable method, non-union members, in the unit shall be required to pay their

proportionate share of the costs or the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, and working conditions, but not to exceed the amount of dues uniformly required of members.

This "FAIR SHARE" provision will also be effective if the Union lacks a majority, but requests an election of all bargaining unit employees and a majority vote that a "Fair Share" provision shall be applied to non-members. The election shall be conducted by a third party, neutral, and in accordance with the rules established by the neutral. Failure of the Union to receive a majority in the election bars a subsequent election for a period of one (1) year.

Such proportionate share, once authorized or certified, shall be deducted from the non-members paychecks and remitted to the Union at the same time the Union check-off is submitted. Such fair share provision shall remain in effect for the duration of the labor agreement or until it can be demonstrated that fewer than a majority of employees are union members or either the Illinois Supreme Court or the United States Supreme Court declares that the fair share fees are unconstitutional.

The Employer asserts that compulsory fair share fees of non-union members are unconstitutional. The Union disagrees. The parties agree that neither the Employer nor the Union waives its right to continue to challenge the enforceability or constitutionality of this provision or provisions like it.

MANAGED COMPETITION:

Whenever the Department of Central Management Services (CMS) decides to contract out work in a facility, CMS shall notify the Union and give the Union the option of designating up to four (4) employees to form a labor-management team of which no more than two (2) may

be union representatives. A comparable number of managers and/or supervisors will also be on this committee. Except where prohibited by the Procurement Code, the labor-management team can review the technical requirements of the solicitation and request for services, prepare a bid or proposal, and, before the designated bidding deadline, submit the labor-management team's bid or proposal to be considered by the service evaluation team, according to the Procurement Code. If the labor-management team's bid or proposal meets all technical requirements of the solicitation and is less costly than all other bidders, then the Employer agrees it will not contract the services and the provisions of the labor-management team's bid or proposal will be implemented. Employees designated to team up with managers and/or supervisors to draft the labor-management team's bid or proposal will qualify for paid administrative leave when preparing that bid or proposal.

EDUCATION AND MERIT OPPORTUNITY PROGRAM: The State of Illinois and the Union are committed to improving career advancement opportunities for employees in applicable job titles (Appendix A). It is the goal of the State to provide employees with training opportunities through the Education and Merit Opportunity Program (Appendix B).

AMENDMENTS: This Agreement may only be amended during its term by the parties' mutual agreement in writing. Such mutually agreed modification or amendment shall be binding on the Employer, the Union and the employees. IT IS UNDERSTOOD that should any provision of this Agreement be found to conflict with any law of the State of Illinois, such provision is to be considered null and void, and the remainder of the Agreement shall continue in full force and effect.

DURATION OF AGREEMENT: This Agreement, and all its terms and provisions, shall become effective on JULY 1, 2015, and shall remain in effect through JUNE 30, 2019. It shall automatically renew itself from year to year thereafter, unless either party shall give written notice to the other party, not less than sixty (60) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached or either party shall give the other five (5) calendar days written notice of cancellation thereafter.

All notices required under this Agreement shall be sent to:

STATE: Director of Central Management Services, Room 715, Stratton Office Building, Springfield, Illinois 62706

UNION: Terrence Healy
8750 West Bryn Mawr Avenue, Suite 440
Chicago, Illinois 60631

FOR THE EMPLOYER:

5/4/16

FOR THE UNION:

Terrence M. Healy

5/3/16

APPENDIX "A"

AGREEMENT

between the

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES of the STATE OF ILLINOIS

and

LABORER'S INTERNATIONAL UNION OF NORTH AMERICA

Classifications:

LABORER
LABORER (Building)
LABORER FOREMAN
TRADES TENDER

APPENDIX "B"
AGREEMENT

between the

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES of the STATE OF ILLINOIS

and

LABORER'S INTERNATIONAL UNION OF NORTH AMERICA

MERIT PROMOTION CERTIFICATE PROGRAM

Subject to guidelines adopted by the Director of Central Management Services and developed after consultation with the Union, participation in training programs will be available on a first come first served basis and subject to the Employer's operating need; however, the Employer may give priority to exceptionally meritorious applicants. Policies granting time off for courses shall be similarly established to supplement existing agency policies. The Parties will seek to increase accessibility by obtaining providers in various areas of the State.

In the interest of enhancing the ability of employees to qualify for positions targeted in the Merit Promotion Certification Program, the State and the Union will: (a) initiate and/or identify training programs; (b) offer prior learning assessment services to assure proper credit to employees for the skills and knowledge they have attained; and (c) publicize, counsel and otherwise encourage employees to pursue career opportunities within the program. Further, the parties agree to seek college credit or continuing education units for courses offered through the Merit Promotion Certificate Program when applicable. Prior to completion of any certificate training program, participating employees will be granted up to eight (8) hours of administrative leave per calendar year for the purpose of interview training developed jointly by the Employer and the Union.

Union Sponsored Training must meet necessary educational standards for accreditation or comply with the Department of Central Management Services training certification guidelines developed in consultation with the Union and with the following minimum protections:

Sixty (60) calendar days before the commencement of the course of instruction, the Union must submit, in writing, the course description, syllabus, instructor's qualifications, testing material and written certification that the Union does not engage in any unlawful discrimination in administering the course of instruction, to the Director of Central Management Services for review and certification. The Director of Central Management Services has the authority to approve or disapprove any course of instruction for participation in the program. Credit in the program will not be given for Union Sponsored Training unless it has been approved by the Director of Central Management Services.

When the Union sponsors training programs that meet the qualifications of this program, the Union agrees to endeavor, in good faith, to lawfully increase the diversity of enrollment in its sponsored training programs and provide evidence of such good faith efforts to the employer on a bi-annual basis. Disputes regarding compliance with this provision may be submitted to arbitration by either party after forty-five (45) calendar day notice to the other party for the purpose of reaching a negotiated resolution.

SIDELETTER
Drug Testing (DOC Only)

I. The parties agree that, effective July 1, 2000, Section IX of the Memorandum of Agreement entitled Drug Testing, and Section II. L. of the Administrative Directive 03.02.200, Drug Testing for Applicants and Employees in the Department of Corrections, shall be modified as follows:

If just cause is established as a result of a pre-disciplinary meeting, discipline for violations shall be as follows:

OFFENSE	DISCIPLINE
First Offense	15-day suspension without pay
Second Offense	Discharge

For employees with one positive finding prior to July 1, 2000, the discipline for a first offense of a positive finding after July 1, 2000 shall be a fifteen (15) day suspension without pay. For employees with two (2) positive findings prior to July 1, 2000, the discipline for a first offense of a positive finding after July 1, 2000, and within five (5) years of the prior offenses, shall be discharge.

II. The parties agreed that effective January 1, 2001, Section IX.A. of the Memorandum of Understanding entitled Drug Testing, and Section II.L. of the Administrative Directive 03.02.200, Drug Testing for Applicants and Employees in the Department of Corrections, shall be modified as follows:

If just cause is established as a result of a pre-disciplinary meeting, discipline for violations shall be as follows:

OFFENSE	DISCIPLINE
First Offense	Discharge

III. Any offense of positive finding resulting from a test taken prior to January 1, 2001 shall be governed by Part I of this memorandum.

IV. The parties agree to establish a Trades/DOC committee which shall have the authority to address impact issues and other procedural issues concerning drug testing.

For the Employer

Date: 5/4/16

Terrence M. Healy
For the Union

Date: May 3, 2016

SIDELETTER

TRANSFERS

For the purposes of transfer, the parties agree an emergency is an unexpected or unforeseen event which is beyond the control of the Agency. This does not include an employee absence due to vacation, holiday, or short term illness.

M M Hoffman

For the Employer By [illegible]

Date: 5/4/16

For the Union Terrence M. Healy

Date: May 3, 2016

SIDELETTER

During the course of the 2008 State of Illinois, Central Management Services (CMS) negotiations with the Trades Coalition (Trades), the parties agreed to establish a Labor/Management Committee (Committee) to explore ways to advise the Trades of newly created positions within the Department of CMS. The Committee will establish procedures whereby both the Agency affected and the Trades representatives can provide input through the Personnel process which will determine the appropriate classification for the newly created position.

Once these positions have been assigned and if a dispute exists between Union's claiming jurisdiction, the Department of CMS, Bureau of Labor Relations Office, will convene a meeting in an attempt to resolve the dispute with the parties claiming jurisdiction. If the parties cannot resolve the dispute, this meeting will be considered Step four (4) of the Contractual Agreement's grievance procedure.

The Committee will meet no later than June 30, 2009 and report to the affected parties their mutually agreed to process no later than November 20, 2009. All such agreements shall be made a part of and attached to the collective bargaining agreement.

For the Employer

Date: 5/4/16

Terrence M. Healy

For the Union

Date: May 3, 2016

LIGHT DUTY

Agencies (The Departments of Corrections, Juvenile Justice, Human Services, Natural Resources, Veterans' Affairs and the Illinois State Police) who have light duty policies in effect July 1, 2008 shall have such policies and practices continue, and such policies and practices shall not be affected by the policies set forth herein. Agencies without existing light duty policies, or policies which do not extend to all its employees, or to non-service connected illness or injury shall be governed by the policy set forth below.

An employee who has suffered a service connected injury or illness, or who is unable to perform his/her regular duties for a period of more than sixty (60) calendar days, shall be assigned to light duty provided the Employer determines that a suitable light duty assignment is available. Such determination shall not be arbitrary or capricious. However, by mutual agreement an agency and the Union may agree to a shorter time frame for eligibility subject to the approval of the Department of Central Management Services. Light duty assignments shall be subject to the following provisions:

1. Employees shall be assigned to light duty provided that the treating physician indicates in writing that the employee is capable of returning to work and performing light duty and will likely be able to return to full duties within 120 days of the employee's evaluation.

2. Employees on light duty on the effective date of this agreement may continue performing light duties consistent with this policy if their doctor indicates in writing that they will likely be able to return to full duties within 120 days.

3. If at the end of a 120 day period; an employee, in the opinion of the treating physician, is not capable of performing full duties, he/she shall continue on light duty with the approval of the treating physician for a period of thirty (30) days.

4. Up to two (2) additional thirty (30) day extensions shall be granted if necessary, but in no instance shall an employee be permitted to remain on light duty more than two hundred ten (210) days, except for that period of time which preceded the date of this agreement.

5. A task force composed of up to three (3) union and three (3) management representatives is hereby established in each agency to develop a list of tasks that employees on light duty may be required to perform except that in agencies with 24 hour facilities, such task force shall be on a facility basis at the request of either party. At the request of either party, a statewide task force comprised of up to three (3) union and three (3) management representatives shall also be established.

6. Prior to assignment on light duty, the union, management, and the employee shall meet to discuss the employee's assignment. Such assignments shall be made within the limitations set by the treating physician.

7. If management desires to change an employee's light duty tasks, it shall again meet with the employee and the union representative to repeat the process herein as set forth in #6.

8. In the case of a dispute between management and the union, the union and the affected employee retain the right to grieve the assignment.

9. Any change in work schedule (shift or days off) will only be done by agreement with the Union and the Employer.

10. The employee shall receive his/her base rate of pay and benefits consistent with his/her classification.

11. Current practices regarding an employee on light duty being counted or not counted as part of a staffing minimum shall continue.

12. Employees on light duty shall not be in an overtime rotation unit, shall not be mandated to work overtime, and shall not be permitted to volunteer for overtime assignments, unless mutually agreed otherwise at the agency level.

13. The union may initiate an expedited grievance at the Agency level over any violation of this policy.

14. In no case shall an employee be placed in an area that will pose health or safety risks to the employee or other staff.

15. If an employee is assigned a task beyond the limitations set by the treating physician, the employee shall have the right to refuse such task.

16. Light duty assignments shall be temporary in a nature and shall not be considered permanent vacancies.

17. In the event that there are less light duty assignments available than employees who are eligible, first priority shall be given to employees with service connected illness or injury. However, no employee shall be removed from light duty in order to give priority to an employee with a service connected illness or injury.

18. Employees do not waive any rights to Worker's Compensation benefits by participating in the program.

For the Employer

Date: 5/4/16

Terrence M. Healy

For the Union

Date: **May 3, 2016**

Side Letter on Cost Containment

The State of Illinois and the Laborer's International Union of North America have agreed to collaborate on efforts to achieve cost containment in healthcare. If through those joint efforts the Parties achieve savings, then those savings will be returned to the Parties according to the 60%-40% cost sharing split between the Employer and the Union.

For the Employer

Date: 5/4/16

For the Union

Date: May 3, 2016

Health Insurance Memorandum of Understanding

If the Employer subsequently agrees to a negotiated health insurance benefit program for employees represented by AFSCME Council 31 that provides a plan design that is less costly to employees, the Parties agree to meet, confer, and renegotiate the Health Insurance benefits applicable to employees under this Agreement in order to afford such employees access to the more attractive Health Insurance plan negotiated by AFSCME Council 31 for its Master Contract with the State of Illinois.

For the Employer

Date: 5/4/16

For the Union

Date: May 3, 2016