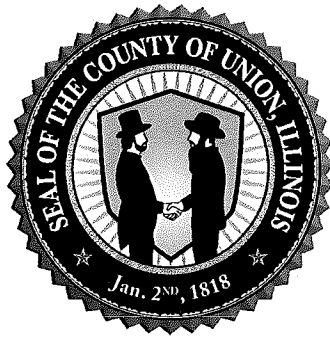


COLLECTIVE BARGAINING AGREEMENT

BETWEEN

UNION COUNTY ILLINOIS  
STATE'S ATTORNEY'S OFFICE



AND

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

AND

LABORERS' LOCAL UNION 773



DECEMBER 1, 2014 THROUGH NOVEMBER 30, 2017

**UNION COUNTY GOVERNMENT  
STATE'S ATTORNEY'S OFFICE**

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>		<b><u>PAGE NUMBER</u></b>
Article 1	Parties to Agreement	1
Article 2	Area and Employees Covered	1
Article 3	Recognition and Union Security	1
Article 4	Dues Check-Off	2
Article 5	Management Rights	2
Article 6	Workweek and Overtime Pay	3
Article 7	Holidays, Sick, Personal and Funeral Leave	3
Article 8	Vacations	5
Article 9	Grievance Procedure	6
Article 10	Stewards	6
Article 11	Seniority	7
Article 11.1	Layoff and Recall	7
Article 12	IMRF - Laborers' Industrial Pension	8
Article 13	Health and Welfare	8
Article 14	No Strike - No Lock-out	9
Article 15	Jury Duty	9
Article 16	Office Staffing	10
Article 17	Educational Leave	10
Article 18	Wages / Bonuses / Allowances	10
Article 19	Pay Periods	12

**UNION COUNTY GOVERNMENT  
STATE'S ATTORNEY'S OFFICE**

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>		<b><u>PAGE NUMBER</u></b>
Article 20	Parity	12
Article 21	Laborers' Political League	12
Article 22	Non-Discrimination	12
Article 23	Limitations of Agreement	13
Article 24	Beginning and Duration of Agreement	13
	Signatures	14
Appendix A	Preferred Pension Schedule Union Co. State's Attorney	15
Appendix B	Seniority Listing	17
Appendix C	Dues Withdrawal Authorization Application	18

# **COLLECTIVE BARGAINING AGREEMENT**

## **ARTICLE 1** **PARTIES TO AGREEMENT**

This Collective Bargaining Agreement is made and entered into by and between the County of Union, Illinois, (hereinafter referred to as the "County"), the Union County State's Attorney's Office (hereinafter referred to as the "Officeholder" and together with the "County" as the "Employer") and the Laborers' International Union of North America, the Southern and Central Illinois Laborers' District Council and Laborers' Local 773, (hereinafter referred to as the "Union"), acting pursuant to the law as the exclusive bargaining agency for the employees covered by this Agreement.

## **ARTICLE 2** **AREA AND EMPLOYEES COVERED**

The employees as set forth in Article 16 of this Agreement employed by the ***Union County State's Attorney's*** Office and as certified by Illinois Labor Relations Board ***Case No. S-RC-94-102.***

## **ARTICLE 3** **RECOGNITION AND UNION SECURITY**

Within the limits provided by the laws of Illinois, the Officeholders recognize the Laborers' International Union of North America as the sole and exclusive Bargaining Representative for the employees covered by this Agreement.

It shall be a condition of employment that all present employees who are or become members of the Union shall remain members of the Union or, if an employee chooses not to be a member of the Union, then that employee shall contribute his fair share for representation within ninety (90) days of the effective date of this Agreement and all employees who are hired hereinafter shall become and remain members of the Union or if an employee chooses not to be a member of the Union then that employee shall contribute his fair share for representation within ninety (90) days following the date of first employment or within one hundred twenty (120) days following the first date of employment if such additional time is deemed necessary by the Officeholder.

An employee completing the ninety (90) day probationary period shall receive from the Officeholder a written notice stating that he has completed his probation or that it is deemed necessary to extend his probationary period the additional thirty (30) days. Should it be necessary to extend the probationary period, the employee shall, at the end of this extension, be given written notice that he has completed his probation.

This ninety (90) or one hundred twenty (120) day period is to serve as a probationary period and employees will not be subject to the benefits of this Agreement until

completing their probationary period; all rights and benefits shall be retroactive to the first date of hire.

No one will suffer a reduction in wages and conditions as a result of this Agreement.

**ARTICLE 4**  
**DUES CHECK OFF**

All dues, initiation fees and assessments levied by the Union on the employees covered by this Agreement shall be checked-off from the wages of such employees once every month, except delinquent dues and initiation fees shall be checked-off weekly and remitted by the County to the Secretary of the said Union. The check-off, however, is to authorize the County in writing to so check off. If an employee or employees should at any time contend that the County acted wrongfully or illegally in making a check-off for dues, initiation fees or assessments, the Union will defend and protect the County against expenses, repayments or losses on account of such contention.

The dues authorization to be signed by the employees will be made a part of this Agreement as APPENDIX "C".

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

It is understood and agreed that the Officeholder possesses the sole and unrestricted right to plan and conduct its operations and to determine the conditions of employment of its employees, except where that right is clearly, expressly, and specifically limited in this Agreement. Nothing herein shall affect the internal control authority of the Officeholder as referenced in State Statute.

Rights which the Officeholder may exercise include, but are not limited to, the following:

1. To determine its mission, organization, budget, method of operation, and standards of service;
2. To determine the methods and means, including number and type of personnel, needed to carry out its mission;
3. To plan, direct, and control the work of employees, including the assignment of overtime;
4. To select new employees and to promote current employees;
5. To suspend, demote, discharge or take other disciplinary action against employees for just cause;

6. To lay off employees for lack of work or funds or for other legitimate reason;
7. To introduce new or improved methods, equipment, and facilities.
8. To contract out for goods and services, provided that the Officeholder will notify the Union prior to contracting out law enforcement services to the extent that wages, hours or benefits of bargaining unit employees may be reduced. Upon request, the Officeholder will meet and negotiate with the Union over the impact of such contracting out.

The Officeholder recognizes the obligation to bargain collectively with the Union on all matters pertaining to wages, hours, and working conditions of the employees covered by this Agreement. The Officeholder agrees not to adopt or enforce any personnel policy or rule conflicting with any provision of this Agreement.

## **ARTICLE 6** **WORKWEEK AND OVERTIME PAY**

The workweek will be based on thirty-five (35) hours, with the office hours from 8:00 a.m. until 4:00 p.m., and with a one (1) hour unpaid lunch break, also including a paid fifteen (15) minute break in the morning and a paid fifteen (15) minute break in the afternoon.

Work in excess of thirty-five (35) hours in a week or seven (7) hours in a workday will be compensated at a rate of one and one-half (1 ½) times the employee's regular rate of pay. The Employer may choose the method of overtime compensation between compensatory time (comp-time) and pay.

Insofar as practical, the Officeholder shall divide overtime equally among all employees. All forms of approved absences shall be counted as time worked for overtime computation. Any overtime must be previously approved by the Employer or the Employer's designee.

## **ARTICLE 7** **HOLIDAYS, SICK, PERSONAL AND FUNERAL LEAVE**

### **Section 1: Holidays:**

Employees shall receive one (1) day's pay per each recognized Holiday, or one (1) day off in observance of the holiday.

Those holidays recognized under this Agreement shall be as follows:

New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	Washington's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	Thanksgiving Day
Veterans' Day	Christmas Eve Day
Day after Thanksgiving	Christmas Day;

And any other additional days or part days which may be observed by the County and as directed by the County Board.

When an employee is required to work on a Holiday, he shall be paid one and one-half (1 ½) times his regular rate of pay in lieu of holiday pay.

### **Section 2: Sick Leave:**

- (1) Employees covered by this Agreement will earn paid sick leave at the rate of one day per month. The amount of sick leave accumulated at the time any illness begins will be available in full, and additional leave will continue to accrue while an employee is using that already accumulated. An employee may accumulate up to two hundred forty (240) days; ninety (90) days of which may be paid to an employee upon resignation or retirement, if not used for IMRF service credit; provided, however, for any employee hired after December 1, 2013, any accumulated sick days shall have no cash value and such employee hired after December 1, 2013 shall not be paid for any accrued sick days upon resignation or retirement.
- (2) Sick leave compensation will be at the employee's normal rate of pay. An employee may use accrued sick leave for personal illness or injury, for personal medical and dental appointments, or when necessitated by an emergency illness or injury of a member of the employee's immediate family. For this purpose, "immediate family" shall include spouse, child (including step), parent, sibling (including step), grandchild, grandparent or corresponding in-law living in the employee's household.
- (3) Employees who misuse sick leave may be suspended or discharged. An employee's supervisor may require documentation from a physician, or other administratively acceptable proof of illness, when there are reasonable grounds to suspect misuse of sick leave. Employees receiving sick leave pay may not work elsewhere without forfeiture of this pay.
- (4) The Office Holder reserves the right to require an employee to undergo a medical examination, at the Employer's cost, for the purpose of

ascertaining if the employee is physically and/or mentally fit to perform the duties of his position.

**Section 3: Personal Leave:**

The Employer shall grant each employee four (4) days of personal business leave per year without loss of pay. Except in the case of an emergency, notice of the necessity for personal business leave shall be submitted as soon as possible to the Officeholder or his designee. Any unused personal leave days shall not accumulate. They will not be used less than one-half (1/2) day per request.

**Section 4: Funeral Leave:**

In the event of a death in the immediate family of an employee, the employee shall be allowed three (3) days leave without any loss of pay and these three (3) days shall not be charged to sick leave. Immediate family shall mean the death of a spouse, father, mother, brother, sister, son, daughter, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, maternal or paternal grandparents, including step relations in the same categories of the aforesaid.

One (1) day of funeral leave shall be allowed for other family members; more time may be taken if needed and may be charged to vacation, sick or personal leave or without pay if there is no accumulated time available.

**ARTICLE 8**  
**VACATIONS**

An employee shall be credited on his anniversary date of each year the following days of paid vacation:

One (1) through nine (9) years service:	Two (2) weeks vacation
Ten (10) years of service:	Three (3) weeks vacation
Eleven (11) years service and beyond:	Three (3) weeks plus one (1) normal work day of vacation per year of service to a maximum of four (4) weeks (160) hours of vacation.

An employee cannot continue to accrue vacation if he has credited to his account the amount of vacation he would accrue in a two (2) year period at his current rate of accrual.



Vacation days may be used separately or taken in blocks. When vacation days are used separately, advance notice for a vacation day shall be submitted as soon as possible and must be approved by the Officeholder prior to use.

Employees shall make every effort to give the Office Holder at least ten (10) working days notice of their request for vacation days (block). All vacation days that are to be used in blocks shall be by mutual consent of the Employer and Employee.

If a regular Holiday should occur during an employee's vacation, it shall not count as a vacation day.

## **ARTICLE 9** **GRIEVANCE PROCEDURE**

### **Section 1: Purpose:**

The Officeholder recognizes the need for employees to have an opportunity to voice their complaints and grievances and hereby establishes the following procedure:

### **Section 2: Procedure:**

The grievance shall be presented promptly so that the facts can be readily obtained. The time limit shall be established as within five (5) working days of knowledge of the event or happening that comprised the grievance.

In the event that an employee shall have a grievance, he shall report the same to his Steward, in writing, and the Steward shall report the same to the Officeholder promptly. Should the Steward be the grieved party, the Local Union Representative or another Union employee will present the grievance to the officeholder on behalf of the grieved party.

If the Steward and the Officeholder cannot adjust the matter satisfactorily, the grievance shall be submitted to the Union Representative and the Officeholder. If at such time the Union Representative and the Officeholder cannot settle the matter, it shall be referred to the County Board.

If the grievance cannot be settled at the County Board Level, the grievance will then be presented to the Illinois Department of Labor for arbitration within seven (7) working days. The decision of the Arbitrator shall be final and binding on all parties.

## **ARTICLE 10** **STEWARDS**

The Business Manager of the Local Union shall appoint one Steward per office who shall assist an employee in presenting a grievance to the employee's Supervisor. 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 be allowed paid release time off for Union business.

## **ARTICLE 11** **SENIORITY**

Seniority will exist from the date of full-time employment in the State's Attorney's office in a job classification covered by this Agreement. All other County seniority will remain intact for vacation, retirement and/or other applicable contractual obligation. A listing of employees in their order of seniority for each Department is included with this Agreement as Appendix "B".

### **ARTICLE 11.1** **LAYOFF AND RECALL**

The Employer in its discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for reduction in services and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order:

1. Part-time workers within the affected department.
2. Probationary employees within the affected department.
3. In the event of further reductions in force, employees will be laid off from the affected department in reverse order of their seniority and with ability to perform the remaining work available without further training.

Employees who are laid off shall be placed on a recall list of the department for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the department to which they are recalled without further training. If an employee is recalled to a position (or a similar position at same or higher rate of pay) and refuses it, such refusal shall terminate all further recall rights.

Employees who are eligible for recall shall be given seven (7) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, providing that the employee must notify the Employer of her intention to return within five (5) days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notices by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation of the employee to provide the Employer of her latest mailing address.

**ARTICLE 12**  
**IMRF – LABORERS’ INDUSTRIAL PENSION**

The County shall participate in the Illinois Municipal Retirement Fund and contribute the standard amount of the employer’s share.

**Section 1:**

The Employer agrees to contribute to the Laborers’ National (Industrial) Pension Fund (the “Pension Fund”) for all employees covered by this Agreement in accordance with this Article.

**Section 2:**

Beginning on July 1, 2011 and for the term of this Agreement, the Employer shall contribute to the Pension Fund at the rate specified in the attached Addendum (Appendix “A”) for each and every hour or portion of an hour for which an employee covered by this Agreement in the **Union County State’s Attorney’s** Office is paid by the Employer (including hours or portions of hours of paid holidays, vacation, sick leave, personal leave, other paid leave and overtime).

The parties agree that these pension contributions **that would otherwise be paid in salary or wages instead** will be contributed by the Employer (pre-tax) to the Pension Fund. The contributions are to be considered Employer contributions for purposes of the tax laws and they are not taxable income to the employees, rather taxation is deferred until benefits are paid.

**ARTICLE 13**  
**HEALTH AND WELFARE**

The Employer agrees to provide employees covered by this Agreement Health and Welfare benefits for the duration of this Agreement, consistent with those being offered at the signing of this agreement.

Beginning August 1, 2015, the Employee shall pay \$35.00 Monthly toward the employee’s health insurance premium, the remaining cost of the individual employee’s premium for the health insurance program shall be paid by the County.

The employee shall be responsible for the first three hundred dollars (\$300.00) of the deductible expense in the health insurance plan and the Employer shall reimburse said employees for any deductible above three hundred dollars (\$300.00). If the employee elects family coverage, the employee shall be responsible for all premium and deductible costs associated with the family coverage.

The County reserves the right to change insurers and health plans during the course of this Agreement so long as the benefits and coverage sought are substantially similar or better than those being currently offered.

**ARTICLE 14**  
**NO STRIKE – NO LOCKOUT**

**Section 1: No Strike:**

Neither the Union nor any Officers, Agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, residential picketing, slow down, sit down, concerted stoppage of work, concerted refusal to perform overtime or any other intentional interruption of the operations of the Employer at any location regardless of the reason for doing so. Any or all employees who violate any provisions of this Article may be discharged or otherwise disciplined by the Employer. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. The Union and its Officers and Representatives will be cooperative with the Employer in taking whatever affirmative action is necessary to direct and urge any employee who violates this Article to return to work and to achieve a prompt resumption of normal operations.

**Section 2: No Lockout:**

The Employer will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Union so long as there is good faith compliance by the Union with this Article, unless the Employer cannot efficiently operate in whole or in part due to a breach of this Article.

**Section 3: Judicial Relief:**

Nothing contained herein shall preclude the Employer from obtaining a temporary restraining order, damages and other judicial relief as determined appropriate by the court in the event the Union or any employees covered by this Agreement violate this Article.

**ARTICLE 15**  
**JURY DUTY**

When an employee is called to serve on jury duty the employee shall receive his regular rate of pay for the time served.

**ARTICLE 16**  
**OFFICE STAFFING**

Due to the current size of the work load in the **State's Attorney's** Office there shall be a minimum of three (3) full-time positions in the office with at least two (2) being State's

Attorney's Legal Assistants and the third position either being a State's Attorney's Legal Assistant, Victims Advocate, or other grant position. There will be no layoffs or elimination of these positions, without just cause or in the event any and all grant sources are terminated.

Temporary reductions in staff, due to approved time off and/or leaves of any kind or due to termination/resignation of any employees, shall not result in any additional pay for the remaining employees or penalties to the County for periods when staffing falls below the authorized numbers of employees.

### **ARTICLE 17** **EDUCATION LEAVE**

In the event an employee desires to further his education, the Employer and the Employee, subject to the needs of the office, shall work out a schedule that accommodates both the Employee and the Employer. This shall be contingent upon consent of both parties and the operating needs of the office.

Effective July 1, 2015, and notwithstanding the terms of Section 1 of Article 18, Employees possessing a Paralegal Degree from an accredited institution of higher education shall be paid wages at Level 3.

### **ARTICLE 18** **WAGES / BONUSES / ALLOWANCES**

#### **Section 1. Job Classifications:**

Employees hired before the signing of this Agreement shall continue in their current pay grade. Any employee hired after the signing of this Agreement shall be paid at the LEVEL 1 wage, and they shall stay at LEVEL 1 through their first five years of employment. At the beginning of their sixth (6<sup>th</sup>) year of employment they shall automatically be moved into the LEVEL 2 pay grade, and shall remain at this level through their tenth (10<sup>th</sup>) year of employment. Employees beginning their eleventh (11<sup>th</sup>) year of employment shall be automatically raised to the LEVEL 3 pay grade.

#### **Section 2. Wages:**

The following schedule reflects the wage increases that each employee will receive effective December 1, 2014.

<b>Job Classification</b>	<b>December 1, 2014</b>	<b>December 1, 2015</b>	<b>December 1, 2016</b>
<b>LEVEL I</b> Legal Assistant	<b>\$13.17</b>	<b>2.5% Increase</b> <b>\$13.50</b>	<b>2.5% Increase</b> <b>\$13.84</b>
<b>LEVEL II</b> Legal Assistant	<b>\$15.56</b>	<b>2.5% Increase</b> <b>\$15.95</b>	<b>2.5% Increase</b> <b>\$16.35</b>
<b>LEVEL III</b> Legal Assistant	<b>\$17.99</b>	<b>2.5% Increase</b> <b>\$18.44</b>	<b>2.5% Increase</b> <b>\$18.90</b>

**Section 3. Longevity:**

In addition, employees covered by this Agreement shall receive a longevity increase to be added to their gross wage on their first pay check following December 1, 2011 and then on the first paycheck in December for each subsequent year and according to the following table:

<b>Beginning of 6 Years Service through 10 years service:</b>	<b>\$225.00 per year</b>
<b>Beginning of 11 years service through 15 years service:</b>	<b>\$275.00 per year increase for a total longevity of \$500.00</b>
<b>Beginning of 16 years of service through 20 years of service:</b>	<b>\$325.00 per year increase for a total longevity of \$825.00</b>
<b>Beginning of 21 years of service:</b>	<b>\$400.00 per year increase for a total longevity of \$1225.00</b>

The longevity increase applies for years of service in the current Office and will be paid as an addition to the hourly wage rate and payable beginning on the anniversary date of the employee's employment in the current office.

**Section 4. Mileage:**

Use of a personally owned automobile for official county business must be authorized in advance. Mileage will be reimbursed at the current rates consistent with Internal Revenue Guidelines in effect at the time of the reimbursement. All mileage shall be submitted in time to meet the bi-weekly payroll for reimbursement. The authorized mileage allowance includes all operating expenses such as gas, oil, and repairs precluding any separate claim for such items

**ARTICLE 19**  
**PAY PERIODS**

Employees shall be paid bi-weekly. In the event an employee is on vacation, or otherwise absent, his paycheck shall be mailed to his home address.

**ARTICLE 20**  
**PARITY**

The Employer agrees that if during the term of this Agreement it enters into any new Agreement with the employees of the Union County Circuit Clerk's Office providing for increased wages, lesser hours of work or for terms or conditions more favorable to that Employee group than those described in this Agreement, or if it unilaterally grants such

more favorable conditions to non-bargaining unit Employees, then the Employer shall immediately apply such provisions automatically to this Agreement, and such improved benefits shall immediately be in full force and effect and supersede any less favorable provisions of this Agreement.

**ARTICLE 21**  
**LABORERS POLITICAL LEAGUE**

If any employee so desires, and upon written authorization, the Employer shall deduct from wages an LPL contribution. Such contribution shall be sent to the Midwest Region Laborers' Political League each month.

**ARTICLE 22**  
**NON-DISCRIMINATION**

It is agreed that there shall be no discrimination by the Union or the Employer against any employee or applicant for employment with respect to hiring, firing, rate of pay, work assignment, or any term or condition of employment for reasons of race, religion, color, sex, age, marital status, handicap, national origin, or veteran's status.

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

**ARTICLE 23**  
**LIMITATIONS OF AGREEMENT**

No provision in this Agreement which affects or interferes with the exercise of the constitutional, statutory or inherent administrative powers of the State's Attorney or the County Board may be enforced.

**ARTICLE 24**  
**BEGINNING AND DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from December 1, 2014 until November 30, 2017 and shall automatically continue from year to year. 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. Such other party must grant a meeting to the other party desiring the change within thirty (30) days after such notification.



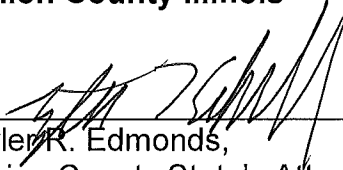
Due to the fact these employees provide a vital and necessary service the following procedure is hereby agreed to in the event of an impasse at the expiration of this Agreement.

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 Illinois Department of Conciliation and Mediation 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 Illinois Arbitration Service for an arbitrator with the 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.

**SIGNATURES**

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

**For the Employer:  
Union County Illinois**

  
\_\_\_\_\_  
Tyler R. Edmonds,  
Union County State's Attorney

Date: 10-1-15

**For the Union:  
Laborers' Local 773**

  
\_\_\_\_\_  
Kevin L. Starr, Business Manager

Date: 10-6-15

**Southern and Central Illinois  
Laborers' District Council:**

  
\_\_\_\_\_  
Richard Cunningham, Board Chairman

Date: 9/18/2015

  
\_\_\_\_\_  
Clint Taylor, Business Manager

Date: 10-6-15

## APPENDIX "A"

### Union County State's Attorney

#### PREFERRED SCHEDULE

Whereas the undersigned Union and Employer are parties to a Collective Bargaining Agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund; and

Whereas, the Pension Fund's Board of Trustees has adopted a Funding rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and Employer; and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every Collective Bargaining Agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedule and wish to document that Agreement;

It is hereby agreed by the Undersigned Union and Employer as follows:

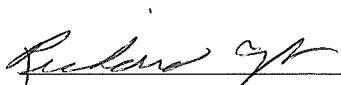
1. This Section shall be considered as part of the Collective Bargaining Agreement. The provisions of this Section supersede any inconsistent provision of the Agreement.
2. The current contribution rate to the Pension Fund of thirty one cents (\$0.31) per hour shall be increased by ten percent (10%) to the rate of thirty five cents (\$0.35) per hour effective March 1, 2011. On each anniversary of that effective date for the term of the Collective Bargaining Agreement, the contribution rate then in effect shall be increased by another ten percent (10%) (rounded to the next highest penny).
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group(s) will remain unchanged with the following exceptions:
  - (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.

- (b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income Option, and Widow/Widower Lump Sum Option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5000 or less and for the Fund's \$5000 death benefit.
  - (c) The Board of Trustees continues to have discretionary authority to amend the Rules and Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.
4. The Plan as a whole is deemed to be a part of the Preferred Schedule.
  5. This Addendum shall be effective as of January 1, 2011, which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

To acknowledge their Agreement to this Addendum, the Union and Employer have caused their Authorized Representatives to place their signatures below:

**FOR THE EMPLOYER:**

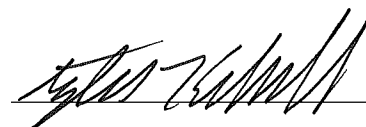
**FOR THE UNION:**

 \_\_\_\_\_

 \_\_\_\_\_

9/18/2015  
Date

10-6-15  
Date

 \_\_\_\_\_

10-1-15  
Date

**APPENDIX "B"**

**SENIORITY LISTING**

**Union County State's Attorney's Office**

**Hire Date**

- |           |                      |                         |
|-----------|----------------------|-------------------------|
| <b>1.</b> | <b>Julie Mowery</b>  | <b>January 18, 2007</b> |
| <b>2.</b> | <b>Anne Beckmann</b> | <b>October 21, 2013</b> |
| <b>3.</b> | <b>Sheri Vega</b>    | <b>July 1, 2015</b>     |

**APPENDIX "C"**

**DUES CHECK-OFF AUTHORIZATION FORM**

LABORERS' LOCAL 773  
5102 LABORERS' WAY  
MARION, IL 62959

AFFILIATED WITH  
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

**CHECK-OFF AUTHORIZATION AND ASSIGNMENT**

Union County State's Attorney

I, \_\_\_\_\_, (print name), do hereby assign to Laborers' Local Union No. 773, Laborers' International Union of North America, such amounts from my wages as shall be required to pay an amount equivalent to the initiation fees, readmission fees, membership dues, and assessments of the Local Union as may be established for its members from time to time. My Employer, including my present Employer and any future Employer, is hereby authorized to deduct amounts from my wages and pay the same to the Local Union and/or its authorized representative, in accordance with the collective bargaining agreement in existence between the Union and my Employer.

This authorization shall become operative upon the effective date of each collective bargaining agreement entered into between my Employer and the Union.

This authorization shall be irrevocable for a period of one year, or until termination of the collective bargaining agreement in existence between my Employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one year each, or for the period of any subsequent agreement between my Employer and the Union, whichever is shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between my Employer and the Union, whichever occurs sooner. Furthermore, this check-off authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union.

Union Dues and fees are not tax deductible as charitable contributions for federal income tax purposes. Local dues may qualify as business expenses, however, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

This assignment has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

_____		_____	
Phone		Employee Signature	
_____		_____	
Date of Birth		Social Security Number	
_____			
Street Address			
_____			
City	State	Zip Code	
_____		_____	
Initiation Fee	Date Employed	Dues	