

SubStance

Illinois Mechanical & Specialty Contractors Association



Spring '15



Tom Morton,
IMSCA President

As IMSCA's newly elected President, one of my responsibilities is to contribute an article for the SubStance publication. Readership continues to be an issue for SubStance magazine. I have found most of the articles interesting and informative and I try to make an effort to pass them along to my staff and employees. IMSCA staff puts a lot of effort in to producing SubStance, and I hope once you read this issue you will pass it along to others.

I quickly learned the importance of having a voice in governing bodies. Rules and regulations can and do affect me and my family. When my family moved to a new area, we wanted to install an aluminum anodized fence in our backyard. I did not want the hassle of maintaining a wood fence. Apparently, all metal fences were banned in the area. The intent of this rule was to prevent people from installing galvanized chain link fences. In my opinion, the type of fence I hoped to install was a type of fence that should be allowed. However, since the covenant stated "all metal fences" my request was denied. The only way to get permission was to convince board members to amend this language and change the rule. So, I "lobbied" the board members and explained my position. The result was an amendment to the covenants to exclude only chain link fences, and other types of fences that could rust or fall in to disrepair. Through this experience, I realized the only way to change laws and rules having a negative impact on our daily lives or business, is to explain the affects to the people making the decisions.

I wanted to continue to better understand government processes, so I decided to become involved on the national level and travel to Washington DC to attend the NECA Lobby Day.

Greetings IMSCA Members

I was overwhelmed by the amount of bills that each of our representatives are presented with and asked to vote on. I realized there was no way I would be able to know the impact all of these proposals would have on me or my business. In addition, there was no way my Congressman could know how these bills might impact their constituents. That is when I understood the importance of having a lobbyist represent me and my interests, and serving as my voice in Washington DC.

I was then given the opportunity to attend an IMSCA meeting – and low and behold – I realized the same thing was happening at the state level. I watched our IMSCA lobbying team pass legislation that reversed an Illinois Supreme Court Ruling known as "Cypress Creek", and the law was returned to its original intent. This success would not have been made possible without the sub-contracting industry having a voice in Springfield. Most recently, Louie and Jessica successfully passed SB 3023, legislation that would prevent banks from circumventing the legislative fix to Cypress Creek. IMSCA's lobbying team successfully passes and blocks legislation and speaks up on our behalf to make sure the Illinois sub-contracting industry isn't negatively impacted by decisions made by Springfield lawmakers.

Please take a look at this month's issue of SubStance, and pass it along to everyone in our industry to keep them informed on what is happening in our state. If you have any questions or concerns about issues affecting your business, IMSCA is a great resource. Please don't hesitate to reach out to IMSCA staff or IMSCA board members with questions. In the coming year, we will likely see a lot of changes with the new Governor's administration – and it's more important than ever to have someone looking out for our industry. After working with Louie and Jessica for the past few years, I believe we couldn't be in better hands.

*Legislative
Representation
for over 2,000
Construction
Employers*



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IMSCA

Illinois Mechanical & Specialty Contractors Association

Featured Story



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Think Twice Before Hitting “Send”

Communicating with your clients is almost as important as the work you do for them. Compared to even fifteen years ago, clients demand almost constant contact with their contractors.

Do you or your key employees send upwards of a hundred emails a day? Late at night, do you email from home on your smart phone? Do you communicate with your customers and employees via text messages?

Virtually everyone uses email as an essential business tool. It has become as common, if not more common, than placing a phone call. Because of its speed and overall convenience, e-mail has replaced the interoffice memorandum as the preferred method of communication. With such ubiquity, however, has come a certain sense of informality. Texting takes that informality to a whole new level. But that sense of informality, combined with the convenience of email and texting, poses a distinct litigation threat to you as contractors.

The first threat stems from the fact that many employees will prepare and send electronic communications containing conclusions that they would never put in a formal business memorandum. One way or another, emails and texts are preserved for posterity – whether on paper or in electronic format. As such, when

litigation ensues, the smart lawyer uses the available discovery tools to obtain such information in the same way as he or she would obtain traditional paper documents. In fact, before first meeting with clients I almost always ask them to send me all email threads regarding the dispute. More often than not, electronic communications obtained in discovery (the pre-trial exchange of information) present a treasure trove of information to the opposing party’s lawyer while creating a nightmare for your own lawyer.

For example, I was involved in litigation where my client’s employee sent an “interoffice” email in which she questioned certain actions of the client. On its face, the email was incredibly damaging. After interviewing the employee, it became clear that the email was based on nothing but surmise and conjecture. The damage, however, was done. Despite the employee’s explanation, the plaintiff built a major portion of its case around the email. Its theory, of course, was that anything in writing must be true. As a general rule, people are more inclined to believe what they see rather than what they hear. Although the matter was ultimately resolved in my client’s favor, the client could have avoided expense and anguish had the employee simply given more thought before

hitting the “send” button.

Similarly, what about the text or email that attempts to placate a complaining customer? Are your employees more likely to overpromise or go beyond mere puffery in a way they wouldn’t if constrained to the traditional business letter? Again, those texts will take center stage as disputes play out.

What can the business owner do? Obviously, you should warn your employees that, despite the “delete” button, emails and texts exist in near perpetuity. Electronic messages sent in haste, or in an emotional moment, often come back to life in the courtroom - - generally on a 8’x12’ blowup in front of the jury. In a different context, we particularly see this in family law cases where the parties engage in “text wars.” You should also discuss with your employees that emails are no different than the traditional interoffice memo. Ease and convenience are no excuse for failing to adhere to proper business standards. As in all situations, honesty and accuracy are the touchstones that should be instilled in your employees.

The second threat stems from your employees’ inappropriate use of electronic messages. Inappropriate messages sent over the company’s e-mail system could expose the company to harassment, defamation, or other claims.

One study found that more than 50% of employees had received pornographic, sexist, or racist e-mails at work.

To reduce these risks, many employers monitor their employees’ use of e-mail and Internet access in the workplace. Because such monitoring poses its own risks, employers should be familiar with the law in this area and should implement policies and practices that minimize the risk of lawsuits.

Under federal law, the monitoring of e-mails by an employer is governed primarily by the Electronic Communications Privacy Act of 1986. Under this act, the lawfulness of particular monitoring activities will depend heavily upon whether employees’ messages are intercepted during transmission or are retrieved from storage on the company’s server.

In general, “real time” monitoring is permitted only under certain situations. The most common exception is when the employer has notified its employees that their communications will be monitored. I recommend that such notice (1) be in writing, (2) state that any private, non-business-related communications are done at the user’s own risk, with no expectation of privacy and (3) state that a password is not an indicator of personal privacy.

In contrast, monitoring of

messages stored on an employer provided server is generally fair game so long as the employer is the provider of the server or system. However, disclosure of such communications to third parties is restricted. Accordingly, before discussing such messages with anyone other than the employee at issue, seek competent legal advice. The safest course of action is to view only those messages stored on your server.

To the extent current Illinois law addresses this issue, it largely mirrors federal law. Nonetheless, if you plan to implement a monitoring policy, talk to your attorney first as the law in this area is ever changing.

Finally, the smart business owner has (or soon will) institute a code of conduct for its employees’ Internet and email use. That code of conduct should prohibit the transmission of threatening, discriminatory, offensive, harassing, obscene and derogatory messages or material. Whether or not you choose to monitor, the code of conduct should also notify your employees that they have no expectation of privacy with respect to their email.

Email and, to a lesser extent text messages, are an integral and necessary part of today’s business world. However, as with every other part of your business, do your best to mitigate their dangers.



Jessica Newbold,
Legislative Consultant,
IMSCA

Meet Your IMSCA Officers...

IMSCA elects new officers every two years and the new officers began serving on your behalf in December 2014. Each officer will serve a two-year term in their current position. After two years, they will move up the chairs and a new Secretary will be elected to fill the vacancy that will be left in December 2016. Let's get to know your new IMSCA officers!

Tom Morton, President

Tom has been involved in the IBEW since 1973 when he served as an Apprentice and became a Journeyman. Tom has been a member of the National Electrical Contractors Association (NECA) since starting his own company, LLD Electric in 1997. In addition, Tom has served as a JATC instructor and on the LCJATC board. Tom has served on the Board of Directors for the Northeastern Illinois Chapter NECA since 2006 and presently serves as the Chapter's Secretary/Treasurer and has been



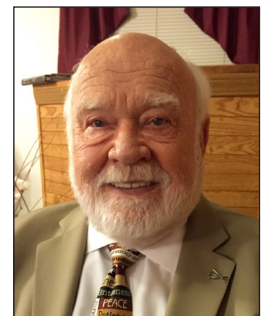
the Lake County Division Chairman since 2007. Tom regularly attends NECA's annual Legislative Conference in Washington D.C. and serves as the Chapter Representative on the Political Action Committee (PLC). Tom became passionate about being involved politically during his travels to Washington D.C. This experience helped him understand the importance of paying attention to legislation that may have a direct impact on Illinois businesses and families. In addition, Tom strongly believes in the importance of contributing financially to IMSCA's Political Action Committee and serves as a champion of

the cause throughout the industry.

In his spare time, Tom is a bar-b-que enthusiast owning eleven different types of bar-b-ques, and has even won a bar-b-que rib competition. Tom enjoys travel and golf. In addition, Tom is an avid wine collector and enjoys spending time with his family and new grandson.

Dave Nelson, Vice President

David began working at Nelson Piping Company as part-time summer help when he was in high school. In 1957, David returned from college to enter into the apprentice program as a pipefitter and eventually purchased Nelson Piping Company in 1972. The company has operated under the "Nelson Piping Company" name since 1919. David's interest in association involvement began in 1968 and he has served all local offices in the Mechanical Contractors





Association, including serving as interim Association Executive Director. He served on the National MCAA board for 10 years. He has travelled extensively participating in management and trade related seminars in conjunction with membership efforts. David was instrumental in the creation of the MCAA Plumbing Committee, which evolved into the National Plumbing Committee and the National Plumbing Bureau of the MCAA. David was the recipient of the National Distinguished Service Award from MCAA.

David's interest in legislative matters began early in his career. During a meeting with Congressman Anderson, the congressman explained he represents a constituency of people who call and write letters to express their views and direction on legislation. The congressman further explained that as much as he represents those people and not himself, he must vote accordingly. David never forgot this conversation or lesson and has been politically active ever since. David preaches the gospel of political involvement and believes candidate support pre and post-election is important. Simply put, David believes all of us must stay informed, stay involved and stay in touch with our legislative representatives.

Giuseppe Muzzupappa, Treasurer

Giuseppe has been with the Northeastern Chapter of the National Electrical Contractors Association (NECA) since 2008, serving as Assistant Director. He is involved with many aspects of the Chapter, including CBA negotiations, overseeing NECA's education program and event planning. Giuseppe participates in industry-related organizations such as IMSCA, CICSO, IAEI, JATC, LMCC, NIU Student Chapter and NECA Future Leaders.



Giuseppe shares a passion for political involvement, and often reaches out to elected officials on IMSCA's behalf. He consistently attends IMSCA's Lobby Day event and meets with his elected officials on issues important to the Illinois sub-contracting industry. Giuseppe encourages IMSCA members the importance of being involved and supporting

the efforts of IMSCA's lobbying team.

On a personal level, Giuseppe loves to follow and participate in sports. In his spare time, he enjoys working on his home, spending time with family and friends, cooking and making wine. Giuseppe is also a travel enthusiast. Giuseppe was born in Chicago, but has spent most of his life living in the western suburbs.

Chad Fricke, Secretary

Chad is a graduate of PORTA High School (1995) and LLCC (1998). Chad began his professional career at F.J. Murphy & Son, Inc. in February 2000 as an Engineering Technician. Chad has worked in many positions at F.J. Murphy & Son, and was promoted to President of the company in May 2014. Chad has served in the MCA of Central Illinois since August 2011 and has been involved in IMSCA since 2012. Chad is also a member of the Illinois PHCC, National Fire Protection Association (NFPA), National Fire Sprinkler Association (NFSA), and the National Institute for Certification in Engineering Technologies (NICET). Chad currently holds the highest-level NICET certification in two Fire Protection Engineering Technologies: water-based systems layout and inspection and testing of water-based systems. In addition to serving as IMSCA's Secretary, Chad also represents IMSCA on the Capital Development Board (CDB) Advisory Committee and keeps IMSCA members informed of current CDB issues.



Chad brought a possible legislative issue to IMSCA's lobbying team, which became the impetus for House Bill 2451, a current legislative priority for IMSCA.

Chad is married and has two children. He currently lives in Petersburg, IL and is a member of the Two Rivers Jeep Club, Menard County Sportsman's Club and Council member at Bethlehem Lutheran Church of Petersburg.

VETERAN Hiring



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Almost one year ago, new rules from the Office of Federal Contract Compliance Programs (OFCCP) regarding Veteran hiring went into effect. The new rules relate to the implementation of the non-discrimination and affirmative action regulations of Section 503 of the Rehabilitation Act of 1973. Section 503 prohibits discrimination by certain federal contractors and subcontractors (collectively, “contractors”) against individuals on the basis of disability, and requires affirmative action on behalf of qualified individuals with disabilities.

The purpose of this article is to focus on the final rules that relate to Veterans. These rules relate only to federal projects and not to local projects with federal money. The following major provisions in the final rule, which will be discussed in greater detail below, would:

- a. Establish, for the first time, a seven percent (7%) work force utilization goal for individuals with disabilities and veterans. This goal, however, is not a quota or a ceiling that limits or restricts employment of individuals with disabilities or veterans. Instead, initially the goal is being used as a management tool. Failing to meet the disability utilization goal, alone, is not a violation of the new rules and will not lead to a fine, penalty, or sanction.
- b. Requires contractors to invite applicants to voluntarily self-identify as an individual with a disability or as a protected vet-

eran at the pre-offer stage of the hiring process. This is in addition to the existing requirements that contractors invite applicants to voluntarily self-identify after receiving a job offer. The stated purpose of this data collection is to provide contractors with useful information about the extent to which their outreach and recruitment efforts are effectively reaching people with disabilities.

- c. Require contractors to invite incumbent employees to voluntarily self-identify on a regular basis. Again the stated purpose is for data collection to assess employment practices.
- d. Require contractors to maintain several quantitative measurements and comparisons for the number of individuals with disabilities and veterans who apply for jobs and the number of individuals with disabilities and veterans they hire in order to create greater accountability for employment decisions and practices.
- e. Require prime contractors to include specific, mandated language in their subcontracts in order to provide knowledge and increase compliance by alerting subcontractors to their responsibilities as Federal contractors.

The question then becomes how does Section 503 of the Rehabilitation Act of 1973 interface with the

Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA). VEVRAA prohibits employment discrimination against certain protected veterans. Under the new Section 503 rule, there will likely be an overlap interaction between protected veterans under VEVRAA and individuals with disabilities. Specifically, some of the newly hired individuals with disabilities will likely be protected veterans. Regarding veterans, however, there will also be non-disabled veterans needed to meet the new hiring goals.

I VEVRAA

VEVRAA prohibits employment discrimination against protected veterans by covered Federal contractors, and requires that these companies take affirmative action to employ and advance in employment these veterans. To be considered a protected veteran the potential employee must meet one or more of the following criteria:

1. A disabled veteran;
2. A veteran who has separated from the military within the past three years;
3. A veteran who received an Armed Forces service medal while on active duty; or
4. A veteran who served on active duty during a war or in a campaign.

Companies subject to this rule are those that have a single contract of \$100,000 or more in value. The \$100,000 figure is not aggregated so ten \$10,000 contracts to do work on federal projects will not call into play these new rules.

II EQUAL OPPORTUNITY CLAUSE

Under the new rules, there is a requirement that contractors require job listings "in a manner or format permitted by the appropriate employment service delivery system." The final rule does not mandate that contractors list employment opportunities with the American Job Cen-

ters, nor does it require that contractors enter into linkage agreements. Rather, the final rule requires that contractors undertake appropriate outreach and positive recruitment activities. At the end of this article there will be a number of suggested resources that contractors may use to carry out this general outreach and recruitment obligation.

If a contractor uses electronic or internet-based application processes, an electronic notice of employee rights and contractor obligations must be "conspicuously stored with, or as part of, the electronic application." Additionally, a new paragraph requires contractors to state in job solicitations and advertisements that they are an equal opportunity employer of "protected veterans" and individuals with disabilities. The clause should state:

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

III TIMING OF PRE-OFFER INQUIRIES

As mentioned earlier, employers are supposedly permitted to ask applicants to self-identify whether they are disabled or more importantly for this article whether they are protected veterans. The employer is supposedly entitled to ask applicants to self-identify when the applicants are asked for other demographic information. How this would be looked at by the EEOC is an open question. Additionally, "basic qualification" screens may not screen out on the basis of disability unless the disability is job-related and consistent with business necessity.

IV PHYSICAL AND MENTAL QUALIFICATIONS

In the event that the require-

ments of the job have certain specified physical and mental qualifications, this must be documented. Specifically:

- a. These qualifications must be reviewed and updated periodically;
- b. The contractor must document its annual review;
- c. The contractor must document contemporaneously those instances in which the contractor believes that hiring the individual would constitute a "direct threat"; and
- d. The contractor has the burden to demonstrate that the qualification standards that tend to screen out qualified individuals with disabilities are job related and consistent with business necessity.

V OUTREACH AND RECRUITMENT

Going forward, the new rules require documentation of activities and an annual written assessment of the effectiveness of each of its activities. More importantly, if the totality of the contractor's effort is not effective, the contractor must identify and implement alternative efforts. These records must be retained for three years. It will be necessary to show that whatever outreach and recruitment were instituted, they were both appropriate and positive. Attached to this article is a list of resources for outreach and recruitment of veterans.

VI DATA COLLECTION ANALYSIS

Under the rule the contractor is required to document and annually update the following:

1. The number of protected veteran applicants;
2. The total number of applicants for all jobs;
3. The total number of job openings and jobs filled;
4. The number of protected veterans hired; and
5. The total number of applicants hired.

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Express Indemnity Clauses in Construction Contracts May Mean 10 Years of Potential Liability

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Contractors should be aware that they may be not always be protected by the 4-year statute of limitations applicable to construction matters.

Illinois has a 4-year statute of limitations to sue contractors (and others) for alleged construction related defects. Section 13-214(a) of the Illinois Code states:

“Actions based upon tort, contract or otherwise against any person for an act or omission of such person in the design, planning, supervision, observation or management of construction, or construction of an improvement to real property shall be commenced within 4 years from the time the person bringing an action, or his or her privy, knew or should reasonably have known of such act or omission. Notwithstanding any other provision of law, contract actions against a surety on a payment or performance bond shall be commenced, if at all, within the same time limitation applicable to the bond principal.” 735 ILCS 5/13-214(a) (emphasis added).

Illinois also has a 10-year statute of limitations to sue on written contracts. Section 13-206 of the Illinois code states, in part:

“Except as provided in Section 2-725 of the ‘Uniform Commercial Code’, actions on bonds, promissory notes, bills of exchange, written leases, written contracts, or other evidences of indebtedness in writing and actions brought under the Illinois Wage Payment and Collection Act shall be commenced within 10 years next after the cause of action accrued . . .” 735 ILCS 5/13-214(a) (emphasis added).

An Illinois Appellate Court recently issued a decision on which statute applies to written construction contract express indemnity clauses related to alleged construction defect claims.

In *15th Place Condominium Association v South Campus Development Team, LLC*, 2014 Ill. App. (1st) 122292, 25 (June 26, 2014), the Appellate Court held that a developer's claim against a general contractor was subject to the 10-year statute of limitations applicable to written contracts and not the 4-year statute of limitations for alleged construction defects.

Linn-Mathes, Inc. (“General Contractor”) entered into a written agreement (the “Contract”) with South Campus Development Team (“Developer”) to build two condo-

minium towers at 811 and 833 West 15th Place in Chicago, Illinois (the "Project"). Construction of the Project substantially completed in 2003 and 2004. The Developer turned over control of the condominiums to its owners and the 15th Place Condominium Association ("Association") in April 2005. Following the turnover, the Association discovered numerous design and workmanship defects related to the balconies, masonry and garage. After hiring an engineering company to confirm the presence of design and workmanship defects, the Association filed a lawsuit against the Developer in September 2008.

On June 21, 2011 the Developer filed a third-party complaint against Fitzgerald Associates Architects P.C. ("Architect") and the General Contractor. The third-party complaint

against the General Contractor included, among other things, a claim for express indemnity.

The General Contractor argued that the Developer's claim for express indemnity should be dismissed because it was not timely filed within the four years required under 735 ILCS 5/13-214(a) for construction related defects.

The trial court agreed with the General Contractor and dismissed the Developer's third-party claim for express indemnity against the General Contractor. The Developer appealed.

The appellate court reversed the trial court ruling and remanded the case to the trial court for further proceedings, holding that the Developer's express indemnity claim "must be governed by the 10-year statute of limitations applicable to written con-

tracts because the nature of that claim is for the failure to indemnify rather than any act or omission relating to the construction activity."

Lesson learned: The 10-year statute of limitations applicable to written contracts will apply to contractual indemnity obligations in written construction contracts.

Although beyond the scope of this article, it may interest the reader to know that the appellate court in 15th Place Condominium Association also held that a contractual accrual provision, which provided that all causes of action accrue on the date of substantial completion of the Project was valid and enforceable in Illinois. Such provisions may effectively limit the ability of developers to pursue claims against a contractor for construction defects.

"Veteran Hiring" continued

In order to determine if the contractor is meeting its annual hiring bench-mark, the OFCCP is allowing two different bench-marks. Specifically, a contractor may use the national percentage of veterans in the civilian labor force which is currently eight percent (8%) or it may establish an individual bench-mark using five factors identified in the final rule. The five factors in the final rule must take into account the following:

1. The average percentage of veterans in the civilian labor force in the state where the contractor is located over the preceding three years, as posted in the Benchmark Database on the OFCCP website;
2. The number of veterans, over the previous four quarters, who participated in the employment service delivery system in the state where the contractor is located, as posted in the Benchmark Database on the OFCCP website;
3. The applicant and hiring ratios for the previous year;

4. The contractor's recent assessments of the effectiveness of its outreach and recruitment efforts; and
5. Any other factors, such as the nature of the job or its location, that would affect the availability of qualified protected veterans.

VII COMPLIANCE EVALUATIONS

Under the new rules there is a pre-award compliance review procedure. Specifically, the OFCCP may request that documents be provided either on-site or off-site during compliance checks and that focused reviews may be conducted both on-site and off-site.

VIII CONCLUSION

Whether a contractor is hiring a person with a disability or a protected veteran or a protected veteran who is disabled, the contractor may not use selection criteria that relate to the performance of an essential function of the job to exclude any of the above categories of potential

employees if that person can satisfy the criteria with a reasonable accommodation.

Despite requests from the construction industry that it be excluded from the new rules, the OFCCP refused to omit contractors. As a result, you should consider the following:

1. Actively recruit veterans;
2. Determine employment opportunities and create detailed job descriptions;
3. Consider using military language in your outreach and job descriptions;
4. Access credible resources to help you look for qualified veterans;
5. Ask appropriate questions;
6. Do not ask:
 - (a) What type of discharge did you receive?
 - (b) Are you going to be called up for active duty soon?
 - (c) Have you seen a psychiatrist since you have been back?
 - (d) Did you see action over there?



Louis Giordano,
Executive Vice President,
IMSCA

The New Rauner Administration: *Does It Really Mean Change?*

Governor Rauner has ushered in his new administration, and yet it feels like we are going to have the same discussions in the General Assembly that we've had for the last 9 or 10 years. The state is in critical financial shape, the temporary income tax increase was allowed to expire – creating an estimated \$2.25 billion shortfall in FY2016. There doesn't seem to be a reasonable way to balance the budget without severe draconian measures. How do we resolve the unfunded retirement accounts that are estimated to require nearly \$100 billion to be actuarially sound? What do we do about the rapid growth in Medicaid costs?

Although legislation was passed to address the retirement system funding issue, it is pending constitutional review by the Illinois Supreme Court. Most observers believe the court will decide the pension legislation is not constitutional. If that is the case, it will be back to the drawing board for pension reform. In addition, the state currently has a \$4 billion backlog in unpaid bills – coupled with declining revenues resulting from the income tax reduction, that figure is expected to grow this fiscal year.

Governor Rauner made his state budget address, but as always, the devil is in the details. He announced dramatic cuts but also proposed an increase in the K-12 education budget. He also announced budget increases for the state's corrections system - but hasn't provided details about where the additional revenue will come from. The Governor

proposed a pension proposal stating all new state workers will fall under a new and separate retirement plan. He indicated this change would add \$200,000,000 to this year's budget – however, that doesn't seem to be realistic.

We are currently seeing political posturing on both sides of the aisle. At this point, from my outside view, it appears that compromise between the parties will lead to revenue increases of some fashion and some dramatic cuts in other previously sacred areas. Both Speaker Madigan and President Cullerton have indicated that May 31st doesn't look like a realistic date to finalize the state's business. An overtime session during the summer appears to be imminent. The difference this year is that the Governor is a Republican, so the Democratic majority in both houses will insist that the Republican minority cast their votes in favor of the drastic cuts, as well as the proposed revenue increases. In previous years, the majority party would make the decision to pass the budget, and leave on May 31st – without a single Republican vote. Now, both parties must share in the decision-making responsibility.

As for a Capitol Program, it doesn't look like it's on Governor Rauner's radar screen – even though there was significant discussion about the need for a Capitol Program during the campaign. Let's hope in the near future a plan will surface to provide for construction activity funded by a new bond program.

Legislative Session Dates



March

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

May