

MEMORANDUM OF AGREEMENT

The following agreement is made with the Mid-America Regional Bargaining Association, for and on behalf of the Builders Association (BA), the Mason Contractors Association of Greater Chicago (MCA), Illinois Road and Transportation Builders Association (IRTBA), Underground Contractors Association (UCA), Fox Valley Associated General Contractors (FVGC), Contractors Association of Will and Grundy Counties (CAWGC), and the Lake County Contractors Association (LCCA) and for all employers that authorize any of the foregoing associations to bargain on their behalf.

The parties hereby renew the expired 2001-06 agreements with the above-identified associations (or their predecessors), and preserve them as area-wide agreements, for four years, expiring on May 31, 2010, with all dates revised to reflect the new contract term.

The above agreements shall be amended to provide the following revised or additional terms:

1. Subcontracting:

Substitute the following for the second and third paragraphs in subcontracting articles:

Paragraph 2. The Employer agrees that it will not contract or subcontract any work covered by this Agreement to be done at the site of construction, alteration, painting or repair of a building, structure or other work, except to a person, firm or corporation that is party to the applicable collective bargaining agreement with the Union.

Paragraph 3. If an Employer, bound to this Agreement, contracts or subcontracts any work covered by this Agreement to be done at the jobsite of the construction, alteration, painting or repair of a building, structure or other work to any person or proprietor who is not signatory to this Agreement, the Employer shall require such subcontractor to be bound by all the provisions of this Agreement, or the Employer shall maintain daily records of the subcontractor's or the subcontractor's Employees jobsite hours and be liable for payments to the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity, the Laborers' Pension Fund, and the Construction and General Laborers' District Council of Chicago and Vicinity Joint Apprentices and Training Trust Fund.

2. Wages

Amend to include the following:

a. The rates of wages exclusive of fringe benefits to be paid in this trade for the period June 1, 2006 to and including May 31, 2010, shall be as set forth below for the respective following classifications as further defined herein.

The wage rates include a total economic increase of \$2.90 per hour effective June 1, 2006 to May 31, 2007 to be allocated between wages and fringe benefits by the Union in its sole discretion, which includes the dues deduction; June 1, 2007 to May 31, 2008, \$3.00 per hour total economic increase to be allocated between wages, fringe benefits and other funds by the Union in its sole discretion; June 1, 2008 to May 31, 2009, \$3.00 per hour total economic increase to be allocated between wages and fringe benefits by the Union in its sole discretion; June 1, 2009 to May 31, 2010, \$3.10 per hour total economic increase to be allocated between wages, fringe benefits and other funds by the Union in its sole discretion. The foregoing allocations may include allocations to LECET and LDC/LMCC.

b. The Union will allocate a minimum of fifty-cents (\$.50) per hour from the total economic increase over the contract term, which includes twenty cents (\$.20) per hour in the first contract year, which will be dedicated only toward reduction in the Laborers' Pension Fund unfunded liability and will not be used to fund benefit improvements. The foregoing does not limit the allocation of additional contributions for increased benefits based on actuarial cost projections.

3. Benefit Funds

Add the following new provisions:

a. Article III Section 2 of the trust agreements of the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity and the Laborers' Pension Fund shall be amended to include the following: "Association-appointed Trustees must be full-time employees of Contributing Employers within the Association's membership. A Contributing Employer shall be defined as an Employer that has employed an average of five (5) or more Laborers performing bargaining unit work for whom contributions have been made per month in each of the previous three (3) calendar years."

b. The Employer agrees to be bound by the Agreements and Declarations of Trust, as well as any amendments thereto, establishing the Chicagoland Laborers' Vacation Fund, a jointly-trusted vacation plan established for the purpose of providing income to members during their winter layoffs. Contributions to the Fund will be allocated in the Union's sole discretion from the total economic increase.

c. The Employer agrees to be bound by the Agreements and Declarations of Trust, as well as any amendments thereto, establishing the Chicagoland Laborers' Annuity Fund, a jointly-trusted defined contribution plan providing a supplemental retirement benefit. Contributions to the Fund will be allocated in the Union's sole discretion from the total economic increase.

d. The parties agree that the Westchester benefit funds will be operated and administered by a board of trustees that is expanded to include 8 employer and 8 union trustees. Appointing authority for the two additional employer trustees shall be vested with new employer associations that currently are not party to the trust agreements and under whose labor agreements more than 20,000 hours of benefits were paid in 2005.

e. Special Rules for Bonding. An employer that is owned or managed, in whole or part, by an individual who currently has or previously had in the last ten (10) years ownership or principal managerial responsibility for another contributing employer that currently is or ceased doing business when delinquent to the Funds shall be required to post for the benefit of the Funds an additional cash bond or obtain a surety bond from a Fund-approved insurer in an amount equal to twice the amount of the other contributing employer's delinquency. This amount may be adjusted by the Benefit Fund Trustees for each individual employer. This bond shall be in addition to and separate from the bond required elsewhere in this Agreement.

4. Bonding

Add the following additional paragraph:

Contractors shall be required to obtain an appropriate bond within thirty (30) days of executing this Agreement, which bond may also be posted in cash. Should the Employer fail to comply with the provisions of this Article, the Union may withdraw its employees or strike until such compliance occurs, and the Employer shall further be liable for all costs, including attorneys fees, incurred in enforcing these provisions.

5. Work Rules

Add the following additional paragraphs:

a. Direct Deposit. In lieu of paying wages by payroll check, the Employer may make payment by electronic bank draft if the employee voluntarily accepts such alternate method of payment. The Employer shall not mandate electronic banking as a condition of employment. Electronic wage payments must be transferred to the employee's bank account no later than the employee's regular pay day and at no cost to the employee. If payment is made by electronic bank draft, the Employee must also be provided a record of hours worked, rates of pay, and deductions made, at the same time and containing the same information as if wages were paid by payroll check.

If full wages are not timely transferred to the employee's account, the Employer shall pay the employee an additional four (4) hours pay for each day or portion thereof until full wages are received. Employers who violate the provisions of these paragraphs shall be denied the use of electronic banking for wage payments.

b. **Foremen.** There shall be a Laborer appointed as Labor Foreman when five (5) or more Laborers are employed on any one job or project; there shall be sub-foreman after the first ten (10) Laborers, and for each multiple of five (5) Laborers employed thereafter to properly supervise the various phases of the work. A Sub-Foreman shall receive \$.45 premium wages above the regular wages paid those Laborers under his supervision, plus established overtime rates. When a Labor Foreman is needed to supervise Laborers such Labor Foreman shall receive \$.75 or more premium wages above top labor scale, as mutually agreed between said Labor Foreman and his Employer.
[this shall not apply to the Will & Grundy agreement]

c. **PRE-JOB CONFERENCES.** If the Union elects, a pre-job conference prior to commencement of work shall be held or if need is for additional men after the job has started, then the conference shall be held before the additional hiring commences if the Union elects. At the pre-job conference, the Employer shall advise the Union of its requirements as to workmen required in the respective classifications, the probable starting date, duration of the job, subcontractors, and working schedules.

d. **Out of Town Work.** When Laborers who reside or work in the nine-county geographic area covered by this Agreement are asked to work at locations outside these nine counties, the Employer shall continue to report and pay benefits for all hours worked outside the nine counties. If the work performed is covered under a labor agreement with the Laborers' International Union of North America or its affiliates, the Employer shall report and pay the benefit contributions to the fringe benefit fund identified, and the contribution rates specified, under that labor agreement. If the work performed is not covered under a labor agreement with the Laborers' International Union of North America or its affiliates, then the Employer shall report and pay the benefit contributions to the fringe benefit funds identified, and the contributions rates specified, under this Agreement.

e. UCA, LCCA only: Amend the following work rule as follows:

Tools, boots, hard hats, rain gear, implements and safety equipment shall be furnished by the Employer and same shall remain the property of the Employer. Hard hats and safety equipment shall be maintained and worn at all times as directed by the Employer, or at any time the task at hand may be hazardous to the Employee.

6. Stewards

Add the following paragraph to replace any provisions relating to appointment of stewards:

Paragraph 1. The parties agree that the following basic principles apply to the selection of a Job Steward:

(1) The Union requires that a Steward must fully protect the interest of the Union.

(2) The Employer requires that the Steward be a Laborer who can efficiently perform his duties as a Laborer and will not disrupt the job unnecessarily in discharging his duties as a steward.

(3) To meet the two basic principles agreed to by the parties, it is further agreed:

(a) The Job Steward shall be a working Laborer;

(b) The Steward shall be selected by the Business Manager of the Union with jurisdiction over the job;

(c) In selecting a Steward preference shall be given to Union members presently employed in the bargaining unit of the Employer on the specific site, provided, however, that if, in the judgment of the Business Manager, no presently employed Union member is competent to act as Steward, the Steward shall be selected from outside the bargaining unit. A reason shall be given by the Business Manager why no member is competent. However, the reason shall not infringe upon the right of the Business Representative to select the Steward; and

(d) The Union shall have the right to replace any steward at any time.

7. Training and Apprenticeship

Replace the first sentence of paragraph 4 with the following:

The term of apprenticeship shall be 2,400 hours, or two years, whichever occurs later, or such other duration as is mutually agreed by the Training and Apprenticeship Fund trustees.

Delete the second sentence of paragraph 7

8. Settlement of disputes

Replace the last paragraph with the following:

With regard to this Article, the Union reserves its right, and it shall not be a violation of this Agreement, for the Union to strike, picket and/or withdraw its employees from any Employer who fails to pay wages or fringe benefits as required under this Agreement. Except as provided in this Article, there shall be no strike, slowdown, withdrawal of men or other concerted refusal to work by the Union or the employees during the term of this Agreement. Further, there shall be no lockout by the Employer. The Employer further

agrees that no punitive action shall be taken against its employees if said employees refuse to cross a picket line that may be placed on the job or project of their employer.

9. BRANCHES OF WORK

Substitute and/or add the following language, which pertains to jurisdictional disputes

Delete second paragraph referring to the Standard Agreement formulated by the Joint Conference Board of the Construction Employer's Association and the Chicago and Cook County Building Trades Council.

Replace with: In the event of a jurisdictional dispute over any of the work covered under this Agreement that cannot be adjusted by both parties to this Agreement and the contending party, and if a binding authority recognized by the Union determines the work to be definitely the jurisdiction of some other union, then the parties shall jointly abide by such determination; provided that in the event the decision is appealed by the Union, this provision shall not be applicable until such time as the final decision issues.

Add the following work jurisdiction to appropriate paragraphs:

- Clearing and Cleaning of debris:
add: recycled material
- Add: Safety and deck monitoring.
- General Excavating and Grading:
add: All GPS equipment and lasers, and grade checking
- add: Firestopping, fireproofing beams, ceilings, walls and floors with all forms of fire prevention materials;
- Concrete Coring, Testing and Quality Control:
add: All work in connection with quality assurance/quality control and the collection and testing of construction materials and soil samples for the purposes of quality control/quality assurance. (Concrete Coring, Testing and Quality Control shall not be subject to the subcontracting restrictions in Article ____).
- Inspection, Maintenance and Repair of Underground Utilities, and Sewers:
Add new paragraph: All underground and preparatory work, which includes televised inspections, telegrouting, root cutting, herbicide application, lining, vacuuming, vacuum excavation, and jetting, in new or existing utilities, water mains, structures, shafts, tunnels, sewers, drains,

pipes and related structures of every character and description; all work performed on the ground when excavating with a vac-truck.

- Water mains:

i. UCA Agreement only

Revise Paragraph 3 as follows:

(a) The digging and excavation for all sewers, catch basins, manholes, test holes, shafts and subways; the excavation for bridges and viaduct abutments; the excavation or the digging of trenches for, and the laying of, drain pipes, concrete pipes, water pipe extensions, water main taps, water main fusing, water mains from whatever source and beyond the first point of connection from building, conduits in which wire or cables are carried or run, all underground pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines and utilities, including temporary, of every description, including excavations or digging to uncover such utilities, drain pipes, concrete pipes, water pipes, water mains, sewer pipes, conduits and gas pipe lines for the purpose of relocation, removal, repair or alterations of such pipes, conduits or pipe lines, and all temporary piping of every description in connection with excavating and underground construction; the handling, placing and bracing in position of all sheeting forms and steel reinforcing, including the driving thereof, and the welding and burning of same, putting on grout mortar on bottom of sewers about pumping stations, including the erection, alteration and remodeling of same; all common labor performed in connection with the erection, alteration, remodeling, or demolition of bridges and viaducts, all installations of repairs to and removal of temporary ventilation pipes or water lines in underground work, sewer work or tunnels; the laying and connecting of all non-metallic and metallic pipes; the rodding of all sewer, drain and conduit pipes or systems; and all common labor performed on or about, or in connection with the mixing or handling of materials on any of the work above set forth.

ii. All other agreements:

Add: water mains to the first joint from the building.

iii. Delete all references to directional boring

-Tenders

Add paragraph to include the following:

All fire watch, hole watch, and confined space entry watch for the above-mentioned craft.

- Factories

Amend the first sentence to add the following:

All work in factories, mills, power stations, oil refineries, chemical plants, and industrial plants performed now or as may be acquired hereafter

Add the following sentences to the end of the paragraph:

All fire watch attendants when multi-craft personnel are used, and all general area firewatch. Attendants for all confined space entry when multi-craft personnel are used. All attendants for foreign material exclusion when single or multi-craft are used.

-UCA and FVAGC Agreements only:

Delete existing language from Fox Valley Agreement relating to Scaffolds, and insert existing language from other MARBA Agreements:

Scaffolds: Erection, planking, maintenance and removal of all scaffolds and windbreaks for lathers, plasterers, bricklayers, masons and other construction trade crafts. Building planking or installation and removal of all staging, swinging, tubular and hanging scaffolds, including maintenance thereof.

10. PREAMBLE (UCA, IRTBA only)

- Amend Road Building agreement to state that it is made with the Construction and General Laborers' District Council of Chicago and Vicinity, for and on behalf of its affiliated Local Unions nos. 1, 4, 5, 6, 25, 76, 96, 118, 269 and 288.

Amend Underground agreement to state that it is made with the Construction and General Laborers' District Council of Chicago and Vicinity, for and on behalf of its affiliated Local Unions nos. 2, 5, 96, 149, 288, 582 and 1035.

Add to both: "Nothing in this Agreement restricts the areas where Laborers may work within the Union's geographic jurisdiction."

11. Article II - HOURS AND OVERTIME (BAGC only):

Correct typographical error, to state:

Paragraph 2. Starting times may be adjusted by the Employer, upon notice to and clearance by the Union, from 6:00 a.m. to 9:00 ~~p.m.~~ a.m. at straight time.

12. Article IX SHIFT WORK (UCA only):

Add new paragraph:

Where a second 8-hour shift is established, employees working on the second shift shall receive fifty cents (\$.50) per hour in addition to their base rate of pay. Where a third shift is established, or where a second 12-hour shift is established, employees working on such shifts shall receive one dollar (\$1.00) per hour in addition to their base rate of pay.

13. FVAGC only (Art. XVII):

Add existing IRTBA language:

If any Employee of the Employer works any time in excess of four (4) hours after the starting time of any day, and he does not finish the day at work through no fault of his own, he shall receive eight (8) hours' pay.

14. Lake County Agreements only

(Lake County Only) Bldg.. Road Art. IX SAFETY AND EDUCATION FUND

Amend Paragraph 4 as follows:

Effective June 1, 2006, each Employer shall contribute two cents (\$.02) per hour for each hour worked by his employees covered by this Agreement to the Lake County Contractors' Safety and Education Fund. This Fund shall be a jointly administrated with Lake County Contractors' Association and Laborers' Local 152 each having one Trustee appointed by their own organizations.

(Lake County Only) Bldg Art. IX, Road Art. VII SHIFT WORK

Replace existing paragraph 14 with the following:

Section A. When it is necessary that the Employer use more than one shift for a period of three (3) or more consecutive days, the Local Union's Business Manager shall be notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations. In cases where the multiple shift operations are to run greater than five (5) consecutive days, a pre-job conference shall take place between the Business Manager of Local 152 or his representative and the Employer before such shift work will be allowed. In the event permissible shift work does not fulfill the requirements as stated above, except for conditions beyond the Employers control, time worked will revert to premium wages for the second and third shift.

Section B. On Multiple shift arrangements, the work week shall start at 8:00 a.m. Monday, and continue until 7:59 a.m. Saturday. In no event shall regular working hours of different shifts overlap.

Section C. When three (3) eight (8) hours shifts are used, the Employees on the first shift shall receive eight (8) hours' pay for eight (8) hours worked. Employees on the second shift shall receive eight (8) hours' pay for seven and one-half (7 ½) hours worked. Employees on the third shift shall receive eight (8) hours' pay for seven (7) hours worked. On all three shifts one-half hour shall be allowed for eating lunch. Employees on the second shift shall receive eight (8) hours pay under this section even if they are permitted to leave after seven and one-half (7 ½) hours and Employees on the third shift shall receive eight (8) hours pay under this section even if they are permitted to leave after seven (7) hours, it shall be a violation of this agreement if an employee does not receive eight (8) hours pay. Employees who work eight (8) hours on a shift without receiving a one-half hour lunch shall receive, in addition to the eight (8) hours pay as provided in this Section, one (1) hour's pay at the applicable premium rate. Any work done in excess of eight (8) hours on the first shift, and in excess of seven and one-half (7 1/2) hours on the second and seven(7)hours on the third shifts shall be paid wages at the applicable premium hourly rate of pay.

Section D. When two twelve (12) hour shifts are used, an eating period of one-half hour shall be allowed each shift without deductions in pay and all time in excess of eight (8) hours shall be paid at the regular overtime rates, that is to say, and two and one-half (2 ½) hours immediately following the first eight (8) hours shall be paid for at the rate of time and one-half, and double time thereafter. Employees who work one of two twelve (12) hours shift without receiving a one-half hour lunch shall receive, in addition to the twelve (12) hours pay as provided in this Section, one-half hour's pay at the applicable premium rate.

Section E. When two eight (8) hour or two ten (10) hour shifts are used, an eating period of one-half (1/2) hour shall be allowed, but not paid for, but all time in excess of eight (8) hours worked shall be paid at the regular overtime rates, as set forth in Paragraph 4 of this Article.

Section F. On Saturday, other than single time shift, shift work shall start at 8:00 a.m. and the first eight (8) hours of each shift shall be paid for at the rate of time and one-half, and thereafter double time shall be paid; however, under no conditions shall more than eight (8) hours be worked at the rate of time and one-half on any one shift.

15. CAWGC only:

Add the following to Industry and Safety Funds article:

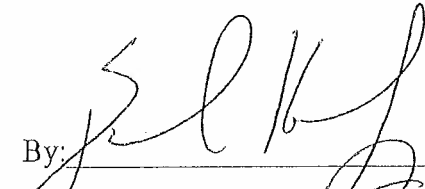
If the CAWGC directs, each Employer shall pay to the MARBA Industry Advancement Fund (hereafter sometimes referred to as the "Industry Fund"), in the amount of \$.08 for each hour worked for the Employer by those of his Employees covered by this Agreement.

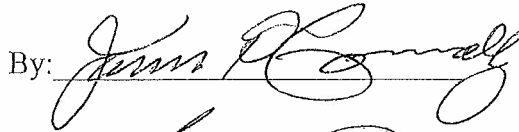
The parties agree to these terms by their execution hereof on June 4, 2006:

MID-AMERICA REGIONAL
BARGAINING ASSOCIATION

CONSTRUCTION AND GENERAL
LABORERS DISTRICT COUNCIL OF

CHICAGO AND VICINITY

By: 
David H. Lorig

By: 

By: 