

## Memorandum of Agreement

This Memorandum of Agreement ("Agreement") is entered into this 21<sup>st</sup> Day of July 2010 between the Chicago Regional Council of Carpenters ("Union") and the Mid-America Regional Bargaining Association ("Association") for the period June 1, 2010 through May 31, 2014 and final agreement is contingent upon ratification of these terms by each of the parties.

The parties agree to extend their 2008-2010 labor agreements for the time period referenced above with the following additional modifications. Unless otherwise specified, these modifications shall apply to the Cook, Lake and DuPage and Fox Valley Agreements. All references to contract provisions are to the Cook Lake and Dupage Agreement and the appropriate provisions of the Fox valley Agreement will be modified accordingly.

### Article III

#### Subcontracting

3.5 If an EMPLOYER, bound by 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 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 Chicago Regional Council of Carpenters Welfare Fund, the Chicago Regional Council of Carpenters Pension Fund and the Chicago Regional Council of Carpenters Apprentice Training Fund, as provided in Articles XII, XIII, and XIV of this Agreement. However, this Section shall not be enforced where the work is subcontracted to an employer that is bound to an agreement with any union, provided that this identical clause is contained in the agreement between the employer and the union. ("Enforcement Proviso") This Enforcement Proviso to Section 3.5 shall expire on May 30, 2014.

### Article VI

#### Hours of Work

6.1 (a) Eight (8) hours shall constitute a regular day's work, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. with one-half (1/2) hour off from 12:00 noon to 12:30 p.m. for lunch. However, upon notice to the Union, the Employer may begin work at 7:00 a.m. and end at 3:30 p.m. with one half (1/2) hour off from 12:00 noon to 12:30 p.m. for lunch.

The Employer may begin work at 6:00 a.m. provided that the first hour of work is paid at the rate of time and one-half and all hours worked after 9:30 p.m. are paid at the rate of double time. The lunch period may be adjusted at the Employer's option during placement of concrete only, in any one-half (1/2) hour period between 12:00 noon and 1:00 P.M. The regular workday as described above may be adjusted for cause. In such event, the EMPLOYER must receive approval of the Business Representative of the District or the Regional Council of Carpenters prior to affecting the adjusted workday schedule and in no case should a job begin before 6:00 A.M.

#### Article IV

##### Wages

Effective June 1, 2010 \$2.00 Increase per hour to be allocated to the pension and health and welfare funds\*.

Effective June 1, 2011 \$2.00 Increase per hour to be allocated to the pension and health and welfare funds\*.

Effective June 1, 2012 \$2.10 Increase per hour

Effective June 1, 2013 \$2.20 Increase per hour\*\*

\* In addition to the increases in the first and second years the union shall allocate in years one and two the sum total of \$2.40 from the annuity fund to the pension and health and welfare funds.

\*\*In the event that the Association negotiates a higher percentage increase with either The International Union of Operating Engineers Local 150 for the Heavy Highway and Underground Agreement or the Building Agreement, or the Laborers District Council of Chicago and Vicinity for the period covered by the fourth year of this Agreement (June 1, 2013-May 31, 2014), the wage/fringe package increase agreed to above for the fourth year of this agreement may be, at the sole option of the Association, increased by the same percentage agreed to for that year with the Operators or Laborers (whichever is higher). In the alternative the Association may elect to open this Agreement in the fourth year for the sole purpose of negotiating wage increases and in no event shall the parties propose or agree to less than the \$2.20 increase noted above or an amount more than the percentage increase agreed to with the Operators or Laborers (whichever is higher) for that same period.

For work performed in Will and Grundy Counties, the parties agree that effective June 1, 2010 there will be an increase of \$2.00 per hour and on June 1, 2011 there shall be an increase of \$2.00 per hour. Thereafter the above increase shall apply for years three (3) and four (4) of the Agreement. In addition, the work rule changes negotiated between the Union and the Contractors' Association for Will and Grundy Counties effective June 1, 2010 shall be incorporated into this Agreement.

Wages and fringe benefit contributions for all labor agreements between the Union and the Association shall be retroactive to July 1, 2010.

#### Article VII

##### Shift Work

7.6 All approved shifts falling entirely on Saturday shall be paid wages at the rate of time and one-half. All approved shifts falling entirely on Sunday shall be paid wages at the rate of double time.

7.10 When work to be performed in occupied buildings is of such a nature that it is not appropriate or practical during the regular work day, such as renovation, alteration and modernization, such work may be performed at an adjusted time; provided a pre-job conference takes place between the Chicago Regional Council of Carpenters and the EMPLOYER and permission is granted by the Chicago Regional Council of Carpenters. Contractors utilizing the provision shall notify the Chicago Regional Council of Carpenters by requesting the pre-job conference on the form provided by the Chicago Regional Council of Carpenters. By mutual consent of the EMPLOYER and the UNION, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. However, the adjusted shift shall run a minimum of three (3) consecutive days. All Employees working under this provision shall be paid under the shift work provision contained in Section 7.3(4). Any and all work in excess of seven (7) hours under this provision shall be paid at a rate of double time. An EMPLOYER who violates this section shall pay as a penalty double time for all hours worked.

#### Article XVIII

##### Settlement of Disputes

18.1 Except as provided in Sections 12, 13, 14, 15, 27, 28, 34 and 35, any dispute concerning the proper interpretation and application of this Agreement shall be handled in the first instance by a meeting between a representative of the UNION and the EMPLOYER within seven (7) days after the dispute has been initiated. In the event the dispute involves an issue concerning wages or other issues wherein the UNION must have information or documents in order to proceed, the EMPLOYER must provide such requested information within ten (10) working days of receipt of the request. Failure of the EMPLOYER to timely provide such

information or seek an extension from the arbitrator for good cause shall be deemed an admission of the UNION or employee's claim. An admission of the claim for failure to provide information or documents shall only occur after the appointment of an arbitrator. This limitation period will only be extended by mutual agreement between the UNION and the EMPLOYER. Disputes must be raised within thirty (30) days of the date the employee or the EMPLOYER become aware of the events giving rise to the dispute. However, the UNION may file a grievance under this provision for a violation of the collective bargaining agreement within thirty (30) days of a representative of the UNION first being made aware of the alleged violation. A representative of the UNION is defined as any elected Regional Council officer or any appointed Business Representative.

18.3 The arbitration hearing shall begin no later than thirty (30) days after the date of referral to arbitration. Upon completion of the arbitration hearing, the parties may elect to submit written briefs to the arbitrator no later than seven (7) calendar days after the close of the arbitration hearing. The arbitrator shall issue a written decision and findings fourteen (14) calendar days after the completion of the arbitration hearing unless the arbitrator requests written briefs from the parties in which the time for the arbitrator's decision shall be twenty-one (21) calendar days after the completion of the hearing. This limitation period may only be extended by mutual written agreement of the UNION and the EMPLOYER.

The Union agrees to furnish the Association with copies of all requests for arbitration simultaneously with any request sent to the PAB. In addition, the Union shall notify the Association of hearing dates at least ten (10) days in advance of the PAB hearing and will provide the Association with a copy of any arbitration decision within seven (7) days of receipt of any decision. The Union's failure to provide the notices and arbitration decision as required herein shall make any award issued by the arbitrator inapplicable to and inadmissible in any future arbitrations for any purpose.

The parties will discuss and agree upon the members of the Permanent Arbitration Board.

#### Article XXI

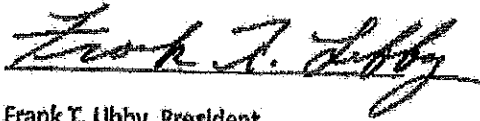
##### Most Favored Nations

21.1 (a) In no event shall any EMPLOYER be required to pay higher wage rates or be subject to more unfavorable wage rates, contract terms or work rules, than those agreed to by the UNION in any executed Collective Bargaining Agreement with any other construction industry employer within Cook, Lake, and DuPage Counties, Illinois. In no event, shall wage rates, contract terms or work rules granted any sub-trade (including sub-trades whether or not dealt with in Articles I, XXII, XXIII, XXIV and XXV) be applied to general carpentry or any other sub-trade. However all EMPLOYERS operating within a sub-trade shall have the benefit of this provision within that sub-trade. This paragraph shall not apply to the terms and conditions of any national or international agreement, nor the terms and conditions of any contract involving shop, stair shops, in-plant, industrial, municipal, factory, millmen, component parts,

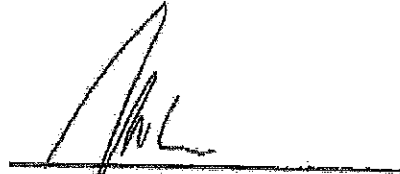
maintenance agreements, project labor agreements, CEDA and such other similar governmentally funded community programs and governmental agreements, nor to the terms and conditions in effect for the first one hundred and eighty days..

Chicago Regional Council of Carpenters

Mid-America Regional Bargaining Assn.



Frank T. Libby, President



J. David Pepper, Chairman Carpenters  
Craft Committee

Work Rule Changes for Will and Grundy Counties

Effective June 1, 2010:

All work pertaining to bridge work and road work 9th and 10th hours Monday - Friday will be paid at the rate of time and a half. Saturday rate shall be at the rate of time and a half. All other overtime remains the same as current contract.

Effective June 1, 2010: Article IV Section 2

Regarding Discharge: When a man is laid off, he shall receive two hour notice and be paid in full at the time of his discharge. Eliminate the clause that states employees shall sharpen their tools until lay off.