

Memorandum of Understanding

This Memorandum of Understanding is made by and between the Mid-America Regional Bargaining Association, for and on behalf of its participating employer associations (collectively, "MARBA") and the Construction and General Laborers' District Council of Chicago and Vicinity, for and on behalf of its affiliated local unions (collectively, the "Union").

The parties agree to extend their 2006 -- 2010 labor agreement an additional three (3) years, from June 1, 2010 through May 31, 2013, with all dates therein modified to reflect the new contract term, and with the following additional modifications:

1. Article VII Paragraph 3 of the Building Agreement and corresponding articles of the Road Building, Underground, Fox Valley and Lake County Contractors Agreements are modified as follows:

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 Apprentice and Training Trust Fund as provided in Article VIII, paragraphs 2- 3A inclusive, and Article XV of this Agreement.

2. The following paragraph shall be added to Article VIII of the Building Agreement and corresponding articles of the Road Building, Underground, Fox Valley and Lake County Contractors Agreements:

If the Employees are withdrawn from any job in order to collect contributions to the Laborers' Health and Welfare, Pension and/or Apprenticeship and Training Funds, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours, provided that two (2) days' written notice of intention to remove employees from the job is given to the Employer by the Union. These lost time amounts may be collected only from the contractor with whom the Union has a dispute and the Union shall not pursue collection efforts from any other entity. This lost time liability shall not apply if the Employer has made payment on behalf of the affected employees to another fringe benefit fund under a MARBA labor agreement or a labor agreement of a union affiliated with the Building and Construction Trades Department, AFL-CIO.

3. The following paragraph shall be added to Article IX of the Building Agreement and corresponding articles of the Road Building, Underground, Fox Valley and Lake County Contractors Agreements:

If the Employees are withdrawn from any job in order to ensure compliance with the provisions of this Article, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours, provided that two (2) days' written notice of intention to remove employees from the job is given to the Employer by the Union. These lost time amounts may be collected only from the contractor with whom the Union has a dispute and the Union shall not pursue collection efforts from any other entity. This lost time liability shall not apply if the Employer produces the required bond before expiration of the 2-day notice period.

4. Revise Article XI Paragraph 4 of the Building Agreement and add to corresponding articles of the Road Building, Underground, Fox Valley and Lake County Contractors Agreements:

Payment by the Employer and acceptance by the Employee of less than the wage herein stipulated shall be a violation of this Agreement upon the part of each. Upon conclusive proof to the Joint Grievance Committee of such violation, the Employer shall immediately pay the unpaid balance due in accordance with the wage herein stipulated; and in addition thereto, shall pay as directed by the Joint Grievance Committee an amount no less than fifty percent (50%) of the amount of such pay shortage as just and liquidated damages because of such violation. In cases where an employee was knowingly complicit in the underpayment of wages, none of the liquidated damages assessed against the Employer shall be awarded to that employee.

5. New paragraph to Article XVI of the Building Agreement and corresponding articles of the Road Building, Underground, Fox Valley and Lake County Contractors Agreements:

Wage Audits. Where the grievance concerns wages that are reflected in a wage audit showing a pattern or practice of wage underpayment, the grievance must be filed within forty-five (45) days after the Union's receipt of the audit. The recovery of any wages shall be limited to the two-year period preceding the grievance filing date (or 3 years if so determined for cause by the Joint Grievance Committee). In cases where an employee was knowingly complicit in the underpayment of wages, that employee shall be limited to receiving unpaid wages from the last 45 days and the additional amounts assessed against the employer shall first be paid to defray the audit costs and thereafter as directed by the Joint Grievance Committee.

6. Add new Article to the Building Agreement and corresponding articles of the Road Building, Underground, Fox Valley and Lake County Contractors Agreements:

ACCESS TO PREMISES

Authorized representatives of the Union shall have access to all construction projects, provided that they first notify the employer of their arrival, that they do not stop the progress of the project (except to the extent as may be authorized in this Agreement), and provided further that such representatives fully comply with the visitor and security rules established for the construction project by the general contractor and the owner. It shall be the duty of the Employer to provide adequate passes, as requested by the Union, provided the Employer is able to do so.

7. Add New Paragraph to Article XI of the Building Agreement and corresponding articles of the Road Building, Underground, Fox Valley and Lake County Contractors Agreements:

KEY MAN

The Employer may utilize no more than one (1) Laborer at a job site as its key man who resides outside the geographic area covered by this Agreement. This limitation shall not apply to any Laborer who works regularly and continuously within the geographic area covered by this Agreement. Exceptions can be made with the parties' mutual agreement in order to obtain reciprocal arrangements with other jurisdictions.

8. The paragraph concerning "Out of Town Work" in Article VIII of the Building Agreement and corresponding articles of the Road Building, Underground, Fox Valley and Lake County Contractors Agreements is amended as follows:

Out of Town Work. When Laborers who reside or work in the nine-county geographic area covered by this Agreement are voluntarily requested 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. No employee shall be obligated to accept out of town employment or be subject to retaliation for refusing such work.

9. The following sentence is added to Article XI Paragraph 6 of the Building Agreement and corresponding articles of the Road Building, Underground, and Lake County Contractors Agreements:

The Employer also agrees that it will ice the water at the start of each shift.

10. Add the following to Article XV of the Building Agreement and corresponding articles of the Road Building, Underground, Fox Valley and Lake County Contractors Agreements:

Mandatory Apprenticeship. No agreement on the request of the Union for the establishment of mandatory apprenticeship has been consummated. Therefore, the question of establishing mandatory apprenticeship is hereby reserved for the future consideration of the parties. Upon service of sixty (60) days' notice in writing upon Employer from Union, such question shall be taken up for discussion and further negotiation by the parties hereto. The negotiation committees shall be comprised of the then current trustees of the Construction and General Laborers' District Council of Chicago and Vicinity Apprenticeship and Training Fund. Neither the request for nor the conduct of said negotiations shall impact the validity or enforceability of any other provision of the Labor Agreement.

11. Amend the portion of Article II Paragraph 1 of the Building Agreement and corresponding articles of the Road Building, Underground, Fox Valley and Lake County Contractors Agreements as follows:

In weeks that have designated holidays that fall during the regular work week, but not more often than six (6) times per year, the Employer may schedule four (4) consecutive ten (10) hour work days at straight time. The Union and the Employees must be informed and the Union must give permission to the Employer in writing.

12. Amend Article II of the Building Agreement, Article III, Paragraphs 1, 2, 3 and 4 of the Road Building Agreement, Article VIII (Overtime) Paragraphs 1, 2 and 4 of the Underground Agreement, Article III Section 1 of the Fox Valley Building Agreement, Article V Sections 1 and 4 of the Fox Valley Heavy and Highway Agreement, Article IX Paragraph 3 of the Lake County Contractors Building Agreement, and Article VII Paragraphs 1 and 4 of the Lake County Contractors Paving and Sewer Agreement to provide that:

- a. Paragraph 1: When one shift is used, eight (8) hours per day, between 7:00 a.m. and 3:30 pm., from Monday through Friday, shall constitute the normal work day and straight time shall be paid. [Underground Agreement excepted];

- b. Paragraph 3: On Monday through Friday, the first eight (8) hours' work shall be paid at straight time, the next four (4) hours at time and one-half, and double time thereafter; and
- c. Paragraph 5: On Saturdays, time and one-half will be paid for the first ten (10) hours worked and double time thereafter.

13. The Employer shall pay the following economic increases in each year of this agreement, to be allocated by the Union among wages and fringes except where otherwise indicated:

Effective June 1, 2010:	\$1.75 per hour to be allocated to fringes only
Effective June 1, 2011:	\$1.80 per hour to be allocated to fringes only
Effective June 1, 2012:	\$1.85 per hour

14. The Preamble to the Building Agreement is amended to state:

Term of Contract

This AGREEMENT entered into this 1st day of June, 2010, for Cook, DuPage, Lake, Will, Grundy, Kendall, Kane, McHenry and Boone Counties by and between the BUILDERS ASSOCIATION, the MASON CONTRACTORS' ASSOCIATION OF GREATER CHICAGO, and the LAKE COUNTY CONTRACTORS ASSOCIATION represented by the MID-AMERICA REGIONAL BARGAINING ASSOCIATION, hereinafter referred to as EMPLOYER, and CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY, for and on behalf of its affiliated Local Unions, hereinafter referred to as the UNION, shall remain in full force and effect until 11:59 p.m. on May 31, 2013.

The Preamble to the Road Building Agreement is amended to state:

Preamble

ROAD BUILDING AGREEMENT and Working Rules entered into this 1st day of June, 2010, for Cook, DuPage, Lake, Will, Grundy, Kendall, Kane, McHenry and Boone Counties, Illinois by and between the ILLINOIS ROAD AND TRANSPORTATION BUILDERS ASSOCIATION, represented by the MID-AMERICA REGIONAL BARGAINING ASSOCIATION, Associates who are parties signatory hereto, and the present and future members of such Association who have designated the Association as their bargaining representative, together with such other Employers signatory to this Agreement, hereinafter called the "Employer," and the CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF

CHICAGO AND VICINITY, for and on behalf of its affiliated Local Unions Nos. 1, 2, 4, 5, 6, 25, 75, 76, 96, 118, 149, 152, 225, 269, and 288, 582 and 1035, hereinafter called "Union," covering Street Paving and Grade Separation Work in all its branches, shall remain in full force and effect until 11:59 p.m. on May 31, 2013. Nothing in this Agreement restricts the areas where Laborers may work within the Union's geographic jurisdiction.

Side letter: The references in the recognition provisions to specific Local Unions is not intended to supercede any other agreements between the Union and MARBA,

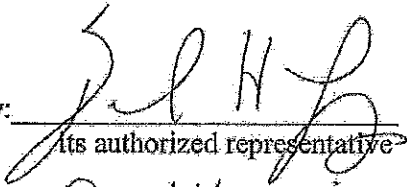
15. Amend Article VI Paragraph 2 of the Building Agreement and corresponding articles of the Road Building, Underground, Fox Valley and Lake County Contractors Agreements to provide that:

All Employers covered by this Agreement shall deduct from the wages of Employees covered by said contract, working dues in the amount ~~of one and three quarters percent (1.75%) of gross wages or such amount approved~~ designated by the Union for each hour worked and shall remit monthly to the Union office the sums so deducted, together with an accurate list of Employees from whose wages said dues were deducted and the amounts applicable to each Employee, not later than the 10th day of the month next following the month for which such deductions were made. Dues remittance reports shall include a report of the hours worked and wages earned by each Laborer. Employers who fail to timely remit Union dues shall be assessed an additional ten percent (10%) liquidated damages. The Union shall give thirty (30) days' prior written notice to the Employer of any change in the rate of dues to be deducted and remitted.

The parties agree to these terms and execute it on July 20, 2010.

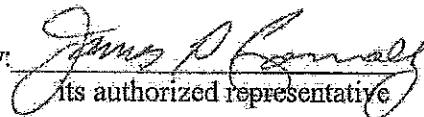
Mid-America Regional Bargaining
Association

By:


its authorized representative
David H. Lorig

Construction and General Laborers'
District Council of Chicago and Vicinity

By:


its authorized representative