

## **2010-2013 MEMORANDUM OF AGREEMENT**

Administrative District Council 1 of Illinois of the International Union of Bricklayers and Allied Craftworkers, AFL-CIO (“District Council”), on the one hand, and the Mason Contractors Association of Greater Chicago, Builders Association, Lake County Contractors Association, Fox Valley Associated General Contractors, and Contractors Association of Will and Grundy Counties, by the Northern Illinois Mason Employers’ Council, their bargaining representative, on the other hand, agree that the Joint Agreement and Working Rules for the period June 1, 2006 through May 31, 2009, between Illinois District Council No. 1 of the International Union of Bricklayers and Allied Craftworkers, predecessor to the District Council, and the designated employer associations, set forth in the “Red Book,” shall be their agreement for June 1, 2010 through May 31, 2013, subject to the following revisions, some of which were previously approved and became effective at earlier dates but which are repeated here for the sake of clarity and convenience:

1. All references to Illinois District Council No. 1 of the International Union of Bricklayers and Allied Craftworkers will be deemed instead to refer to Administrative District Council 1 of Illinois of the International Union of Bricklayers and Allied Craftworkers, AFL-CIO.

2. In addition to making the name change as stated in Item 1, the first introductory paragraph is revised by doing the following:

- deleting “27,” from the sixth line;
- adding the following in the nineteenth line between “rights,” and “including”: “subject to the requirements stated in this Agreement,”;
- changing the period after “membership” in the seventh line from the bottom to a comma, deleting the entire next sentence, and substituting the following: “but any such employer accepted by the Associations and not listed in Exhibit A will only become bound to this Agreement as of the time the employer complies with the bond requirements contained in this Agreement and the Union provides the employer and the Associations with confirmation that the employer has satisfied those bond requirements and is subject to this Agreement.”

3. Article II, Section 2.1 is revised to provide that this Agreement is effective from June 1, 2010, through and including May 31, 2013.

4. Article VI, Section 6.3 is revised by deleting “4:00 P.M.” from the first and fifth lines and inserting “scheduled quitting time” in each of those places.

5. Article VII, Section 7.4A is revised to provide as follows:

The Standard Payment for work performed effective as of June 1, 2010, is as follows:

Wage Rate	\$ 39.03
Administrative District Council 1 Welfare Fund	\$ 8.80
Local Pension Fund	\$ 5.52
Bricklayers and Stone Masons of Illinois District Council No. 1, B.A.C.	
Annuity Trust Fund	\$ 4.00
International Pension Fund	\$ 1.15
District Council Training Center Fund	\$ .33
International Masonry Institute	\$ .47
Labor-Management Cooperation Committee	\$ .25
Illinois Masonry Institute Promotion Trust	\$ .18
Masonry Industry Advancement Fund	\$ .06
Chicagoland Construction Safety Council	\$ .01
International Council of Employers of Bricklayers and Allied Craftworkers	\$ .01

For Employers that are party to this Agreement by virtue of membership in the Contractors Association of Will and Grundy Counties, there shall be no contributions to the Masonry Industry Advancement Fund or the Chicagoland Construction Safety Council. Instead, such Employers shall contribute 6¢ per hour to the Will and Grundy Industry Advancement Trust and 1¢ per hour to the Three Rivers Construction Alliance.

6. Article VII, Section 7.4B is revised by substituting “\$1.95” for “\$3.20” in the first line and substituting “2011” for “2007” in the second line; and Article VII, Section 7.4C is revised by substituting “\$2.00” for “\$3.25” in the first line and substituting “2012” for “2008” in the second line.

7. Article VII, Section 7.5 is revised by deleting the phrase “and Health and Welfare Fund” from the introductory sentence and by deleting Subsections A(2), B(2), C(2), D(2), and E(2); and by inserting the words “the area formerly comprising” after the word “For” in the introductory sentence of Subsection C.

8. Article VIII is revised by adding a new provision, designated as 8.11A, titled “International Council of Employers Contributions,” and reading as follows:

The Employer shall contribute to the International Council of Employers of Bricklayers and Allied Craftworkers (“ICE”) the amount specified in this Agreement per hour for work performed by all employees covered by this Agreement.

9. Article IX, Section 9.1 is revised to provide as follows:

9.1

All questions of jurisdiction over work to be performed within Cook County under this Agreement shall be resolved through the procedures of the Chicago Joint Conference Board as provided in the Standard Agreement between the Construction Employers’ Association and the Cook County Building and Construction Trades Council. All questions of jurisdiction over work to be performed outside of Cook County under this Agreement shall be resolved by a Joint Arbitration Board as described in Section 10.2 of this Agreement or, if the Joint Arbitration Board does not render a decision, the dispute may be referred to arbitration as described in Sections 10.3 through 10.6 of this Agreement.

10. Article X, Section 10.7 is revised by adding the following at what is now the end of that provision: “If an Employer fails to comply with an award by the JAB or by an arbitrator within two weeks of receipt of such award, the Union may, at its sole discretion, stop any job of that Employer, and may publicize such stoppage or attempted stoppage of work, anything to the contrary in this Agreement notwithstanding.”

11. Article XII, Section 12.1 is revised by inserting the words “wages owed to employees for work covered by this Agreement and for” in the second sentence between the words “responsibility for all” and “payments or contributions.”

12. Article XIII, Section 13.6 is revised by adding the following, to appear immediately after what is now the end of Section 13.6:

The requirement that each Employer corporation employing one or more Corporate Officials must report and pay on a minimum of 150 hours of work per month for each such Corporate Official will be deemed to have been voluntary before July 1, 2007 and to have become mandatory on July 1, 2007, subject to the provisions of Article XIII, Section 13.6A. To the extent any individual who is a Corporate Official performs bargaining unit work for another Employer, and that other Employer reports and pays on that work, the

150 hour minimum that the Employer corporation of which the individual is a Corporate Official must report and pay on that individual shall be reduced by the number of hours on which the other Employer reports and pays on that individual in a given month.

Without limiting the general authority of the Joint Arbitration Board, the Joint Arbitration Board is specifically authorized and directed to consider individual situations involving this Article XIII, Section 13.6, and to allow exceptions or modifications to this provision's requirements as the Joint Arbitration Board considers necessary and appropriate to avoid an unreasonable, unexpected, or unfair result.

13. Article XIII is revised by adding the following provision, to appear as Section 13.6A:

#### 13.6A Special Economic Condition

The JAB, as defined in Article X, Section 10.1, may, on the request of the Union, the Associations, or any individual Employer, declare that a "Special Economic Condition" exists. That determination will apply until the JAB rules that the Special Economic Condition no longer exists. The JAB may also determine that a Special Economic Condition will be deemed to have begun on some previous date; and a Special Economic Condition is deemed to have been declared and to have begun as of September 1, 2008. Anytime that a Special Economic Condition exists, the following terms shall apply, notwithstanding anything to the contrary contained in Article XIII, Sections 13.5 or 13.6:

- a. An individual who is registered as a mason contractor pursuant to Section 13.5 will be permitted to accept work for others, under the same terms and conditions as apply to any other employee, without being required to relinquish his registration as a mason contractor.
- b. A Corporate Official as defined in Section 13.6 may perform bargaining unit work for an Employer other than the Employer corporation of which he is a Corporation Official, subject to the same terms and conditions as any other employee, with no effect on his status as a Corporate Official of the Employer corporation and without effect on his participation or non-participation in the designated benefit funds pursuant to Subsection (ii) of Section 13.6.

- c. An Employer Corporation that employs one or more Corporate Officials will be relieved of the obligation in Subsection (i) of Section 13.6 to report and pay on a minimum of 150 hours of work per month, twelve months a year, on the Corporate Official or Corporate Officials and, instead, will only be required to report and pay on hours of bargaining unit work actually performed for the Employer Corporation by each such Corporate Official.
- d. Any Employer Corporation that fails to report and pay accurately and fully on the work of Corporate Officials when Subsection (c) of this Section 13.6A is applicable because a Special Economic Condition is in effect will be barred from receiving the benefits of the Special Economic Condition and will be required to report and pay on 150 hours of work per month, 12 months a year, for each Corporate Official retroactive to the beginning of the Special Economic Condition during which the failure to report and pay accurately and fully was found to have occurred.

14. Article XVI, Sections 16.1 and 16.2, are revised to provide as follows:

#### 16.1 Stewards

All stewards must be members of the Union in good standing. In addition to his work as an employee under the terms of this Agreement, the steward shall be permitted to perform during working hours such of his normal Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the steward a reasonable amount of time for performance of such duties. The steward shall receive the regular rate of pay for a bricklayer or stone mason. The steward shall be subject to the rules and decisions of the Joint Arbitration Board. The steward shall always, while at work, carry a copy of this Agreement and these Working Rules. The steward's duties shall consist of examining all working dues books and cards issued to bricklayers, stone masons, and apprentices at any time, in his judgment, it is necessary but as far as possible, without inconveniencing the Employer. The duties of the steward shall also be to check terms and conditions of work and starting dates of employment for new employees, and all workers employed on a job shall report to the steward any differences or disputes that may arise in connection with the work or any part of it, and the steward shall report such differences or disputes to the Union. Stewards shall call time for starting and quitting work, and shall be furnished with a key to the shed. The steward shall be present whenever the Employer pays

employees covered by this Agreement and shall have the right to examine each paycheck given to each such employee. The steward's duties shall not include any matters relating to hiring, termination, or discipline of employees.

#### 16.2 Appointment of Stewards

The Union, acting through its authorized representative, shall have the right to appoint and place a steward of its own choosing on all jobs of each Employer through May 31, 2013.

15. Article XXIV, Section 24.1, is revised by deleting the first two sentences and inserting the following four sentences, with the final two sentences of the section remaining unchanged:

#### 24.1 Bond Obligation

Any Employer that (i) becomes bound to a new agreement with the District Council on or after June 1, 2010, or (ii) is or becomes delinquent in any obligations owed under this Agreement, regardless of the length or amount of the delinquency, and regardless of whether it subsequently cures the delinquency, must furnish a satisfactory surety company's bond, in the amount stated in Section 24.2, to guarantee payment of all obligations under this Agreement. Any Employer that was bound to an agreement with the District Council before June 1, 2010, and was not required to provide a bond, will not be required to provide a bond unless it incurs any delinquency, in which case that Employer must provide a bond in the amount stated in Section 24.2. Any Employer that was bound to an agreement with the District Council as of May 31, 2010, and maintained a bond in the proper amount as of that date, may retain the bond in that amount unless it incurs any delinquency, in which case that Employer must increase its bond to the amount stated in Section 24.2. An Employer that had a bond as of May 31, 2010, but is not required because of a delinquency to increase the amount of that bond to the amounts stated in Section 24.2 is subject to and responsible for changes in the bond amount based on changes in the number of employees, but any such changes will be based on the bond amounts set forth in the version of Article XXIV, Section 24.2 in effect on May 31, 2010.

16. The first sentence of Article XXIV, Section 24.2, is revised to provide as follows, with the rest of the section remaining unchanged:

If the Employer has two (2) employees or fewer working under this Agreement, the bond shall be in the amount of \$10,000.00; if the Employer has three (3) to five (5) such employees, the bond shall be in the amount of

\$30,000.00; if the Employer has six (6) to ten (10) such employees, the bond shall be in the amount of \$60,000.00; if the Employer has eleven (11) to twenty (20) such employees, the bond shall be in the amount of \$120,000.00; if the Employer has twenty-one (21) to thirty (30) such employees, the bond shall be in the amount of \$180,000.00; and the amount of the bond shall increase \$60,000.00 for each additional ten (10) employees.

17. Article XXV, Section 25.3 is revised by adding the following as the second sentence: "In addition to the right of the steward to make such an examination, any representative of the Union or the LMCC shall have the right, upon request, to be present whenever the Employer pays employees covered by this Agreement and shall have the right to examine each paycheck given to each employee."

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Agreement to be executed effective as of June 1, 2010.

ADMINISTRATIVE DISTRICT COUNCIL  
1 OF ILLINOIS OF THE  
INTERNATIONAL UNION OF  
BRICKLAYERS AND ALLIED  
CRAFTWORKERS, AFL-CIO

NORTHERN ILLINOIS MASON EMPLOYERS'  
COUNCIL, bargaining representative for:

MASON CONTRACTORS ASSOCIATION OF  
GREATER CHICAGO  
BUILDERS ASSOCIATION  
LAKE COUNTY CONTRACTORS ASSOCIATION  
FOX VALLEY ASSOCIATED GENERAL  
CONTRACTORS  
CONTRACTORS ASSOCIATION OF WILL AND  
GRUNDY COUNTIES

By: \_\_\_\_\_  
James Allen

By: \_\_\_\_\_  
Richard Lauber

Date: \_\_\_\_\_

Date: \_\_\_\_\_