

JUNE 1, 2006 TO MAY 31, 2010

BUILDING AGREEMENT

between the

BUILDERS' ASSOCIATION

**MASON CONTRACTORS' ASSOCIATION
OF GREATER CHICAGO**

LAKE COUNTY CONTRACTORS ASSOCIATION

Represented by the

MID-AMERICA REGIONAL BARGAINING ASSOCIATION

and the

**CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL
OF CHICAGO AND VICINITY**

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TERM OF CONTRACT

This AGREEMENT entered into this 1st day of June, 2006, 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, hereinafter referred to as the UNION, shall remain in full force and effect until 11:59 p.m. on May 31, 2010.

If either party wishes to modify this Agreement, it shall serve written notice by certified or registered mail, upon the other party not less than sixty days prior to May 31, 2010 of its intent to begin negotiations for a new Agreement. In the absence of the service of such notice, this Agreement shall automatically renew itself, together with all amendments and improvements as negotiated after said initial expiration date, by and between the parties in area-wide bargaining, from year to year thereafter.

Article I EQUAL OPPORTUNITY

The parties agree that Employees will not be discriminated against because of race, creed, religion, color, age, sex or national origin.

The masculine gender has been used in this Agreement to facilitate ease of writing and editing and therefore the masculine gender shall include the feminine gender. Whenever the words "he", "him", "his", or "man" is used, they shall be read and construed as "he or she", "him or her", "his or hers", and "man or woman", respectively.

Article II HOURS AND OVERTIME

Paragraph 1. When one shift is used, eight (8) hours per day, between 8:00 a.m. and 4:30 p.m. from Monday through Friday, shall constitute the normal work day and straight time shall be paid. 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 days at straight time. The Union and the Employees must be informed and the Union must give permission to the Employer in writing.

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 a.m. at straight time.

Paragraph 3. At the option of the Employer, the starting time for the day, or the first shift can be flexible.

It is the Employer's responsibility to inform the Employee and obtain clearance from the Union of any change in starting time prior to quitting time the day before such change is to be effective. The first eight (8) hours' work shall be paid at straight time, the next 2½ hours at time and one-half and double time thereafter.

Paragraph 4. When one night shift is used to perform emergency work which cannot be done during the normal work day, such work shall be paid for a time and one-half for the first eight (8) hours, and double time thereafter.

Paragraph 5. Overtime rates on single shift work starting at 8:00 a.m. Saturday, shall be time and one-half for the first eight (8) hours, and thereafter double time shall be paid until 8:00 a.m. Monday, unless changed by Paragraph 2 above. During the period between December 1 and March 15, Saturday may be used as make-up day at straight time while tending masons whose Local Unions observe similar conditions; provided, however, that after forty (40) hours have been worked, time and one-half will be paid.

Article III MULTIPLE SHIFTS

Paragraph 1. When it is necessary that the contractor use more than one shift for a period of three (3) or more consecutive days, the Union shall be notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations.

Paragraph 2. On Multiple Shift arrangements, the work week shall start at 12 o'clock midnight Sunday, and continue until 11:59 p.m. Friday. In no event shall regular working hours of different shifts overlap.

Paragraph 3. When three (3) eight (8) hours shifts are used, the workmen shall receive eight (8) hours' pay for seven and one-half (7½) hours worked; one-half hour being allowed for eating. Employees shall receive eight (8) hours pay under this Section even if they are permitted to leave after seven and one-half (7-1/2) hours, and 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 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.

Paragraph 4. 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 (2½) 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) hour shifts 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.

Paragraph 5. When two eight (8) hour or two ten (10) hour shifts are used, an eating period of one-half (½) 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.

Paragraph 6. On Saturday, other than single time shift, shift work shall start at 12:01 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.

Article IV SUNDAYS, HOLIDAYS AND ELECTION DAYS

Paragraph 1. All work performed on Sundays or on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or on Mondays when such holidays are celebrated, shall be paid for at the double time rate. There shall be no work performed on Labor Day, excepting in case of dire emergency, and with the

written consent of the President of the District Council. If a holiday falls on a Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than Sunday, it shall be celebrated on that date.

Paragraph 2. On Election Days, the individual employed in this trade shall be allowed time not to exceed two (2) hours, without pay, for the purpose of voting, provided that the worker on the job has given notice to the Employer or his agent and has made arrangements no less than twenty-four (24) hours in advance, to receive such time off.

Paragraph 3. When a holiday falls on Monday through Friday, make-up days on Saturday shall be paid at time and one-half for the first eight (8) hours and double time thereafter.

Paragraph 4. 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 days at straight time. The Union and the Employees must be informed and the Union must give permission to the Employer in writing.

Article V UNION SECURITY

All new Employees shall be required to join the Union after the expiration of seven (7) days of employment or seven (7) days after the execution date of this Agreement, whichever is later, and shall remain members of the Union in good standing as a condition of continued employment.

Good standing shall mean payment of the initiation fees and both working and non-working dues uniformly required as a condition of acquiring or retaining membership in a Local Union.

Employees covered by this Agreement at the time it is signed, and who are members of the Union at that time, shall be required as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.

Employees covered by this Agreement at the time it has been signed, and who are not members of the Union at that time shall be required to join the Union seven (7) days after the date of execution of this Agreement and remain members of the Union in good standing for the duration of this Agreement.

Article VI CHECK-OFF & DUES DEDUCTIONS

Paragraph 1. Employers also agree to deduct from the net earnings payable to an Employee covered by this Agreement, initiation fees and quarterly Union dues insofar as permitted by state and federal laws upon receipt and in accordance with a duly executed authorization form

