

LABORERS' CHICAGO DISTRICT COUNCIL/MARBA TENTATIVE AGREEMENT

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").

Subject to the Parties' respective ratification procedures, the parties agree to extend their 2017-2021 labor agreement an additional five (5) years, from June 1, 2021 through May 31, 2026, with all dates therein modified to reflect the new contract term, and with the following additional modifications:

REFERENCES TO ALL MARBA CONTRACTS INCLUDES Builders [including MWCC], Road Builders, Underground Contractors and corresponding Fox Valley and Great Lakes Construction Association Agreements, unless otherwise specified herein.

1. ALL CONTRACTS

NEW Article on public health emergencies:

"Public Health Emergencies. In any county or portion thereof covered by this Agreement, if the Illinois Governor declares a public health emergency, and for the duration thereof, the Employer shall abide by recommendations from the Centers for Disease Control and Prevention (CDC) and the Illinois Department of Public Health (IDPH), and all applicable laws and regulations, for construction worker health and safety. If the Employer fails to timely comply with such requirements after notice from and discussion with the Union (including the District Council if requested), the Union may withdraw employees from any worksite not in compliance herewith."

2. Out of Town Work (Builders Art. VIII, par. 5; Road Builders, Art. V, Par. 5; UCA Art. V, par. 9). Add the following:

Where out of town work requires an overnight stay, the Laborer shall receive paid lodging plus \$55 per night for meals and incidental expenses or the equivalent in accordance with an Employer's policy. Nothing herein shall restrict an Employer's ability to require compliance with its applicable travel related policies. This provision will take effect only for projects bid on or after June 1, 2021.

3. Lunch for single shifts (Builders Art. II; Road Builders, Art. III, add last paragraph; UCA Art. VIII). Add the following:

"An employee required to work through his or her eating period shall nevertheless work for at least 8.5 hours (inclusive of one half hour paid at time and one half)."

4. Settlement of Disputes. (Builders Art. XVI, par. 5; Road Builders, Art. XVI; UCA Art. XIV). Add the following new paragraphs:

Grievances alleging a violation of Builders, Art. 1, Road Builders, Art. I, or UCA Fundamental Principle No. 8 shall be initiated with the designated company official and may be advanced directly to arbitration. [final language to be drafted]

5. Dues Deductions (Builders Art. VI, pars. 1 and 2; Road Builders, Art. VII, pars. 1 and 2; UCA Art. IV, pars. 1 and 2).

Par. 1: Revise as follows:

substitute "gross payroll earnings" for "net earnings"

Par. 2: Revise as follows:

"All Employers covered by this Agreement shall deduct from the gross payroll earnings of Employees covered by said contract, working dues in the amount designated by the Union and shall remit monthly to the Union office the sums so deducted,..."

NEW Paragraph 6:

"Effective June 1, 2022, the Employer shall submit monthly dues remittance reports to the Union through the District Council web portal."

6. Cash payment of wages (Builders, Art. XIV; Road Builders, Art. XI; UCA, Art. X):
Remove references to payment of wages in cash.

7. BUILDERS AGREEMENT ONLY
Hours and Overtime (Builders, Art. II).

Par. 2: Add an additional paragraph as follows:

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.

"Double time will be paid for all hours worked before 6:00 a.m. unless multiple shifts are working."

8. BUILDERS AGREEMENT ONLY
Particular Work Rules and Conditions. (Builders, Art. XI)

Revise sec. (m) as follows:

(m) ~~Plasterer Laborers. Applies to all Laborers as agreed upon in the Agreement with the Chicagoland Association of Wall and Ceiling Contractors, and Construction and General Laborers' District Council of Chicago and Vicinity.~~
who perform work as mixermen, hod carriers, plaster machine tenders, and builders of scaffolding, and all work pertaining to lathing and plastering, the application of gunite and the handling of the cement gun nozzle or any work of a thickness of one and one half (1½) inches or more and any work as may be directed by the contractor, his agent or foreman.

9. BUILDERS AGREEMENT ONLY

Sunday, Holidays and Election Days (Art. IV, Par. 1)

Revise as follows:

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.

10. UNDERGROUND CONTRACTORS ONLY

Work Hours – Overtime (UCA Art. VIII – OVERTIME)

Article VIII. Insert at the beginning:

“The employer will abide by all overtime requirements below.”

14. ALL AGREEMENTS

Pension (Builders Art. VIII, par. 1; Road Builders Art. V, par. 1; UCA Art. V, par. 1).

Delete the following paragraph and additional clause:

“The Union shall allocate the total economic increase in its sole discretion, subject to the following: The Union will allocate seventy-five cents (\$.75) in the first year of this Agreement, and twenty-five cents (\$.25) in each of the second, third and fourth years of this Agreement, which will be dedicated only toward reduction in the Laborers' Pension Fund's unfunded liability and will not be used for benefit improvements. Any allocations to the Laborers' Pension Fund in any contract year in excess of the above stated amounts shall, at the Union's option, be dedicated only toward benefit

improvements, provided that the pension fund remains in green fund status as defined by the Pension Protection Act of 2006, or any successor legislation.

Subject to the foregoing,” . . .

15. ALL AGREEMENTS

Contribution increments (Builders Art. VIII, par. 1; Road Builders Art. V, par. 1; UCA Art. V, par. 1).

Add new Section:

“Contributions to all fringe benefit funds under this Agreement shall be made in increments of no less than one-half hour for each half-hour or portion thereof an employee performs covered work.”

16. ALL AGREEMENTS

Holiday Work Weeks (Builders Art. II, par. 1 and Art. IV, par. 4; Road Builders Art. III; UCA Art. VIII, par. 5).

Unless the Employer is delinquent in the payment of fringe benefit fund contributions or working dues, has failed to comply with a JGC or arbitration award, or is in violation of JATC rules, 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 four (4) ten-hour workdays can be nonconsecutive if the other trades working alongside the Laborers are working the same schedule. In order to use this alternate work schedule, the Union and the Employees must have notice no later than four o'clock pm on the preceding Friday. The notice to the Union shall be through the District Council's web portal, and the Union must give permission to the Employer in writing.

17. ALL AGREEMENTS

Total Annual Economic Increase


The term of this Agreement shall be five years, from June 1, 2021 through May 31, 2026. The total economic increases to be paid under this agreement shall be:

Effective June 1, 2021:	\$2.45 per hour
Effective June 1, 2022:	\$2.50 per hour
Effective June 1, 2023:	\$2.55 per hour
Effective June 1, 2024:	\$2.60 per hour
Effective June 1, 2025:	\$2.65 per hour




For the Construction and General Laborers' District Council of Chicago & Vicinity, for and on behalf of its affiliated local unions

By: 
Its authorized representative

By: 
Its authorized representative

For the Mid-America Regional Bargaining Association

By:  David H. Long
Its authorized representative

Dated: May 25, 2021