

MEMORANDUM OF AGREEMENT

The District Council and the Associations, as defined in the first paragraph of the introductory section (subject to the name changes identified below) of the current Joint Agreement, which is in the form of a complete agreement effective June 1, 2017, through May 31, 2020 (presented in a green-covered booklet), and a five-page statement of the changes for the period June 1, 2020, through May 31, 2023, agree that the current Joint Agreement is revised as follows for the period June 1, 2023, through May 31, 2027:

1. The third sentence of the first paragraph of the introductory section is revised by adding the following after "Mason Contractors Association of Greater Chicago": and the Mid-America Regional Bargaining Association (for itself and its member associations, the Chicagoland Association of General Contractors, the Illinois Road and Transportation Builders Association, the Great Lakes Contractors Association, and the Underground Contractors Association) and any other associations that may subsequently grant their bargaining rights to the Mid-America Regional Bargaining Association (the "Associations"), and their members who assign bargaining rights to any of the Associations; and by deleting everything from "the Builders Association" through and including "their bargaining representative."
2. Article II, Section 2.1 is revised to provide the Agreement is effective from June 1, 2023, through and including May 31, 2027.
3. Article V is revised, as provided for in the agreed changes for 2020-2023, by adding the following provision as a new subsection within Section 5.1 which will be identified as Subsection M, and redesignating what is now Subsection M as Subsection N:

5.1 M

Bricklaying masonry also consists of the preparation, setup, calibration, operation, cleaning, and routine maintenance of any mechanical devices or robotics used to install masonry units and materials, or that otherwise assist the mason in performing any of the work described in Article II and Code 1 of the International Union Constitution, as well as the preparation and ongoing maintenance of the work area to allow proper installation of masonry units and materials.

4. Article V is further revised by adding the following what is now the end of Section 5.1H, to appear as a new paragraph:

To the extent not already included in this Article V, Section 5.1H, precast work within the jurisdiction of the Union also includes installation of any precast concrete panels, prefabricated brick panels, and prefabricated stone panels. Precast panel erecting shall include but not be limited to setting of all tilt up panels (tilt panels or fabricated on the site) as well as traditional precast wall panels, parking garages including setting floor tees, beams and columns, systems buildings, setting of hollow core floor plank and sound barrier walls, cutting with a torch, patching, grouting, caulking, grinding, all types of welding, including to beams, support angles, and clip angles, as well as any type of steel that affects

panel stability (e.g. kicker angles, bracing of walls, tubes, bearing gussets, halfens, threaded rods, and pole braces). The Union’s jurisdiction also includes hooking up and unhooking panels, unloading and loading panels or slabs, signaling, shooting panels with a transit or level, setting and barring into place such slabs, walls, or sections, pouring concrete piers (deadmen), installing helical anchors for pole bracing.

5. Article VI, Section 6.1 is revised by removing the final sentence.
6. Article VI, Section 6.11 is revised by removing the period at is what is now the end of the third sentence and inserting “within the work week, excluding Saturdays and Sundays.”
7. Article VI, Section 6.11 is further revised removing by what is now the last sentence.
8. Article VII, Section 7.1A. is revised to provide as follow:

- A. The payment for work performed effective as of June 1, 2023, is as follows:

Wage Rate	\$50.81
Administrative District Council 1 Welfare Fund	\$12.50
Administrative District Council 1 Pension Fund	\$13.50
Bricklayers and Stone Masons of Illinois District	
Council No. 1, B.A.C. Annuity Trust Fund	\$7.70
International Pension Fund, including PPA	\$1.81
District Council Training Center Fund, including Fit	\$0.55
International Masonry Institute	\$0.87
Labor-Management Cooperation Committee	\$0.36
Market Recovery Labor-Management Cooperation Committee	\$0.20
Illinois Masonry Institute Promotion Trust	\$0.21
Masonry Industry Advancement Fund	\$0.12
Chicagoland Construction Safety Council	\$0.01
International Council of Employers of Bricklayers and Allied	
Craftworkers	\$0.01
Construction Industry Service Corporation	\$0.01

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9. Article VII, Section 7.1 is further revised by revising the first sentence of Section 7.1B to read as follows: "Raises of \$2.90, \$2.98, and \$2.84 per hour will become effective as of June 1, 2024, June 1, 2025, and June 1, 2026, respectively."
10. Article VII, Section 7.1 is further revised by ^{mv for af} (1) substituting "Mason Contractors Association of Greater Chicago" "Northern Illinois Mason Employers Council" the two places it appears in the third sentence and (2) adding the following at what is now the end of Section 7.1B: "Subject to the proceeding provisions of this Section 7.1B, allocations among wages and existing benefit funds will be within the sole authority of the District Council except that for the raises effective June 1, 2024, and June 1, 2025, there shall be allocations of an additional \$1.25, \$0.01, and \$0.01 per hour each year, respectively, to the Administrative District Council 1 Pension Fund, the Illinois Masonry Institute Promotion Trust and the Masonry Industry Advancement Fund; and for the raise effective June 1, 2026, there shall be an allocation of an additional \$1.00 per hour to the Administrative District Council Pension Fund and an additional \$0.01 per hour each to the Illinois Masonry Institute Promotion Trust and the Masonry Industry Advancement Fund."
11. Article VII, Section 7.7 is revised by substituting "\$60.00 for \$35.00."
12. Article VIII, Section 8.13 is revised by substituting "Pension" for "Welfare" in the first sentence and by substituting "2027" for "2023" in the second sentence.
13. Article X, Section 10.2 is revised by deleting the last sentence.
14. Article XIV, Section 14.2 is revised by adding the following sentence at what is now the end: "Beginning June 1, 2024, the DCTC shall also provide respirator fit testing, subject to rules and regulations of the DCTC."
15. The last paragraph of Article XIV, Section 14.3 is revised by deleting everything except the first sentence and substituting the following: "Apprentices will only participate in or have payments made on their behalf to the Annuity Fund during the period they remain as Apprentices by their Employer making payments to the Annuity Fund on their behalf of \$2.00 an hour beginning when they reach the 80% level and continuing at that rate through the remainder of their apprenticeship, and contributions on their behalf to the Annuity Fund in the full amount provided for in this Agreement will be made when they become Journeypersons. That \$2.00 an hour contributions for Apprentices at or above the 80% level will become effective June 1, 2024."
16. Article XIV, Section 14.8 is revised by (1) substituting "2027" for "2023" in the first sentence, (2) substituting "\$75.00" for "\$25.00" in the second sentence, (3) substituting "400" for "200" the three places it appears in the first paragraph and the place it appears in the second paragraph, (4) removing the words "and Annuity" from the second sentence of the second paragraph, and (5) adding the following as the next to last sentence of the first paragraph: "All Novice Trainees' hours worked will be carried over and credited towards their apprentice program as hours worked."

Article XIV, Section 14.8 is also revised by inserting the following after “retroactively” in the second sentence of the second paragraph: “on 240 hours of the 400 hours worked”; and adding the following at what is now the end of that second paragraph: “The DCTC will provide periodic safety and first aid, classroom, and/or skills training opportunities for Novice Trainees and will inform Employers who have reported employing Novice Trainees of such training sessions, and Employers are required to inform all Novice Trainees in their employ of such sessions and to urge them to attend. However, in no event shall a Novice Trainee’s employment be restricted or delayed due to his or her inability to attend training courses at the DCTC.”

17. Article XIV is further revised by adding a new section, to be designated as Section 14.9 and to provide as follows:

14.9 DEDICATED APPRENTICES

- M.V.*
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- A. Notwithstanding any other provisions in this Article XIV or elsewhere in the Agreement, and without affecting other obligations regarding the ratio of Apprentices to Journeypersons, each Employer that has employed at least five Journeypersons for at least six months within the previous twelve months must hire one Apprentice who will start at the 50% wage level and, subject to the following terms and to such terms as may be established by the DCTC, must retain that Apprentice through the full apprenticeship period; and the Apprentice must continue to work for that Employer through his or her full apprenticeship.
 - B. An Apprentice employed under these procedures will be referred to as a “Dedicated Apprentice” and the Employer that employs such a Dedicated Apprentice will be referred to as an “Employing Contractor.”
 - C. The following rules will apply to the hiring and employment of Dedicated Apprentices:
 - 1. The Employer may identify an individual who will serve as its Dedicated Apprentice, and if that individual is not yet in the apprenticeship program, they will be admitted to the program subject to normal qualifications established by the DCTC; or the Employer may request that the DCTC provide it with an Apprentice who may become its Dedicated Apprentice.
 - 2. An Apprentice hired or assigned as a potential Dedicated Apprentice shall work for the Employing Contractor for a minimum of 80 hours probationary period. At the end of that time the Apprentice will have the right to choose not to become a Dedicated Apprentice for that Employer. The Employer will have the right to choose not to utilize that individual as its Dedicated Apprentice; but if the Apprentice remains in that Employer’s employ after that probationary period, they will become that Employing

Contractor's Dedicated Apprentice.

3. If the Apprentice does not become a Dedicated Apprentice, they will remain as an Apprentice subject to the authority of the DCTC and may be assigned to a new Employer for consideration as a Dedicated Apprentice; and the Employer will be required to employ a new Apprentice for a probationary period subject to the same terms as above.
4. If an Employer rejects two Apprentices during or at the end of the probationary period for the position of Dedicated Apprentice, that Employer must receive permission of the DCTC to reject a third Apprentice as a Dedicated Apprentice.
5. The Employing Contractor will strive to employ the Dedicated Apprentice on a regular basis and except in special circumstances authorized by the DCTC, the Dedicated Apprentice must be employed on any day that the Employing Contractor is employing a total of at least five individuals to perform work covered by the Agreement.
6. The Dedicated Apprentice may not voluntarily cease to work for the Employing Contractor without the permission of the DCTC, but the Dedicated Apprentice may work for another Employer when work is not available with the Employing Contractor but must return to the Employing Contractor when sufficient work is available.
7. The Employing Contractor may not end the employment of the Dedicated Apprentice before completion of the full apprenticeship term of the Dedicated Apprentice except with permission of the DCTC.
8. References in this section to the "DCTC" shall mean the Trustees of the District Council Training Center Fund, who may provide that the Apprenticeship Coordinator may act on their behalf, subject to the right of appeal to the Trustees.
9. Disputes over application of this provision will be presented initially to the DCTC but if the decision of the DCTC is not satisfactory to all involved, the Employing Contractor, Dedicated Apprentice, or Union may pursue the matter through the provisions of this Agreement for Settlement of Disputes.

10. This Section 14.9 will cease to be effective as of May 31, 2027, unless the parties agree otherwise.

18. Article XVI, Section 16.2 is revised by substituting "2027" for "2023."

19. Article XXVIII is revised by adding the following provisions:

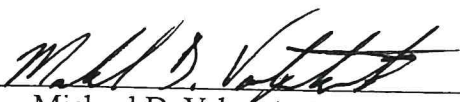
- N. Notwithstanding anything to the contrary elsewhere in this Agreement, the per diem for employees working at a location more than 100 miles from the Union's borders will be \$170.00 a day, including hotel costs.
- O. Notwithstanding anything to the contrary elsewhere in this Agreement, double-time shall be paid on all work exceeding ten hours in a day, Monday through Friday, and double-time shall be paid for all work exceeding eight hours in a day on Saturday.
- P. The Employer is responsible for providing safety equipment and harnesses, and shall provide fire-rated harnesses upon request.
- Q. Welding is prohibited in inclement weather, which is defined as being when ambient temperature is below 0 degrees Fahrenheit; when surfaces are wet or exposed to rain, snow, or high wind velocities; or when welding personnel are otherwise exposed to inclement conditions.
- R. If travel is required of more than one hour on a Sunday, the Employer will pay all employees \$30.00 an hour (without making any benefit fund contributions) regardless of the number of vehicles used or whether a company vehicle is used.
- S. The Employer will provide a shanty on job sites for parking garages and system buildings where space is available.
- T. All Concrete Specialist and Bricklayers on an erecting crew must have welding certification, and all welders must carry current certification.
- U. Notwithstanding anything to the contrary elsewhere in this Agreement, the contributions per hour for work performed effective as of June 1, 2023, to the Bricklayers and Stone Masons of Illinois District Council No. 1, B.A.C. Annuity Trust Fund and to the Market Recovery Labor-Management Cooperation Committee shall be \$7.90 and \$0.05 respectively.
- V. Notwithstanding anything to the contrary elsewhere in this Agreement, all terms of this Agreement, including but not limited to the provisions of this Article XXVIII, will apply wherever the Employer performs work covered by this Agreement.
- W. Precast work is within the Union's jurisdiction as set forth above in Article V, Section 5.1H.

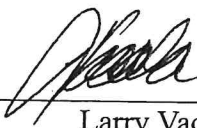
M.V.
X.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement to be effective as of June 1, 2023.

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

MASON CONTRACTORS ASSOCIATION OF
GREATER CHICAGO
MID-AMERICA REGIONAL BARGAINING
ASSOCIATION, for itself and its member
associations CHICAGOLAND ASSOCIATION
OF GENERAL CONTRACTORS, ILLINOIS
ROAD AND TRANSPORTATION
BUILDERS ASSOCIATION, GREAT
LAKES CONTRACTORS ASSOCIATION,
and UNDERGROUND CONTRACTORS
ASSOCIATION

By: 
Michael D. Volpentesta

By: 
Larry Vacala

Date: 6-5-2023

Date: 6-5-2023

Note: The parties anticipate preparing a new "stand alone" agreement booklet incorporating these changes.

Side Letter

The District Council and the Associations agree to the following as part of their 2023-2027 Agreement, but have chosen to present it through this Side Letter rather than by including this language in the individual provisions:

As set forth in Article VII, §7.1 B, the parties have agreed to total economic wage package increases during the life of the agreement which include certain allocations to the District Council Pension Fund. The District Council and the Associations have agreed to these raises and allocations to the Pension Fund, in part, with the understanding the existing unfunded liability of the Pension Fund will be addressed during the term of this Agreement. Thus, the District Council and the Associations recommend that (1) for the agreed allocations of \$1.25 to the Pension Fund effective June 1, 2024, and effective June 1, 2025, the Trustees will devote \$.98 in each of those years to the unfunded liability and \$.27 in each of those years to benefit improvements and (2) for the agreed allocation of \$1.00 to the Pension Fund effective June 1, 2026, the Trustees will devote \$.73 to the unfunded liability and \$.27 to benefit improvements. The District Council and the Associations respectfully urge the Trustees to apply these allocations as contained in this side letter to the Pension Fund in this manner. Any allocations by the Union to the Pension Fund through May 31, 2027 in excess of the amounts provided for in Article VII, §7.1 B will be applied as directed by the Trustees and shall only come from the agreed upon existing economic package.

Mark S. Vaptsas 6-5-2023
[Signature] 6-5-2023