

PROJECT LABOR AGREEMENT
for
NAVY PIER and McCORMICK PLACE

This Agreement is entered into by and between the Metropolitan Pier and Exposition Authority, an Illinois governmental entity (hereinafter "Authority"), and each of the Unions signatory hereto.

Because of the scope, cost and duration of, and important public purpose to be served by the expansion of the McCormick Place Complex facilities, the parties to this Agreement have determined that it is in the public interest to have this Project and related Projects ("Projects") completed in the most timely, productive, economical and orderly manner possible and without labor disputes or disruptions of any kind that might interfere with or delay the Projects.

The parties have determined that it is desirable to eliminate the potential for friction on and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation and that such mutual undertakings should be maintained and, if possible, strengthened and that the ultimate beneficiaries remain the taxpayers and visitors to Chicago.

To further these goals and to maintain a spirit of harmony, labor-management cooperation and stability, the parties hereto agree, as follows:

1. During the term of this Agreement, the Authority shall not contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract, any construction, alteration, painting, repair, or other work to be done at the site of the Projects to any person, firm, company or entity that does not have, or does not agree to be

bound by, and operate under, a current collective bargaining agreement with a Union affiliated with the AFL-CIO Building and Construction Trades Department, or, as appropriate, the Teamsters Joint Council No. 25 or its affiliates, or, as appropriate, the Chicago and Northeast Illinois District Council of Carpenters and Joiners of America, which Union has jurisdiction over the particular work in question. Copies of all such current agreements constitute Appendix A to this Agreement, attached hereto and as may be modified from time-to-time and made a part hereof. The provisions of this Agreement shall apply to the parties and their affiliates, as well as to all contractors and subcontractors, irrespective of tier level, performing work on, or for, Projects of the Authority and any tenant of the Authority.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement executed by said bidder shall be executed before work begins and shall be the relevant area agreement regulating the wages, hours and other terms and conditions of employment.

3. Deliveries to the Project site or sites of construction materials shall be made by employees covered by collective bargaining agreements providing for the payment of the prevailing wage or subject to the applicable state or federal laws providing for the payment of the prevailing wage.

4. During the term of this Agreement, the Authority and its contractors or subcontractors shall engage in no lockout at the situs of the Projects.

5. During the term of this Agreement, no Union or any of its members, officers, stewards, agents or representatives, nor any employee, shall instigate, authorize, support,

sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of the Projects' premises for any reason whatsoever, including, but not limited to, a dispute between the Authority or any contractor or subcontractor and any Union or any employee, or by and between any Union, or in sympathy with any Union or employee or with any other individual or group.

6. Each Union agrees that it will use its best efforts to prevent any of the acts forbidden in Section 5 and that in the event any such acts take place or are engaged in by any employee or group of employees, each Union further agrees that it will use its best efforts (including its full disciplinary power under its applicable Constitution and By-Laws) to cause an immediate cessation thereof.

7. The Authority shall have the right to deny access to the premises and any contractor or subcontractor shall have the right to discharge or discipline any employee (and such discipline need not be uniform) who violates the provisions of Section 5. Such discharge or discipline by a contractor or subcontractor shall be subject to the grievance-arbitration procedure of the applicable collective bargaining contract only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review and shall not be disturbed.

8. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement and any form of self-help remedy is expressly forbidden.

9. In the event any contract dispute (excluding a dispute covered by Paragraph 10 of this Agreement) shall arise between any contractor or subcontractor of the project and any signatory labor organization relating to a contract and/or project covered by the provisions of this Agreement, and said dispute is resolved by the grievance arbitration procedure of the applicable collective bargaining agreement, any failure of a party to fully comply with such a final resolution shall result in the removal of the non-complying party from the Project upon proper notice to the Union, contractor, or subcontractor.

10. In addition to the obligations set forth in this Agreement, in the event any jurisdictional dispute arises between any affiliated unions or between Chicago and Cook County Building and Construction Trades Council, the AFL-CIO Building and Construction Trades Department, Teamsters Joint Council No. 25, or Chicago and Northeast Illinois District Council of Carpenters and Joiners of America, the parties shall notify the individual designated in Paragraph 11 of the existence of a problem and use their best efforts to resolve said jurisdictional dispute in an expeditious manner. In the event no resolution is achieved within forty-eight (48) hours, the parties shall select, by availability, one of the five agreed-upon arbitrators set out in Appendix "B" to hear and determine the dispute within forty-eight (48) hours. The arbitrator's decision shall be in writing and shall be limited to the particular dispute presented. In reaching his decision, the arbitrator shall consider, where appropriate, the following factors: (1) certifications and collective bargaining agreements; (2) agreements between the unions; (3) company preference and past practice; (4) area and industry practice; (5) relative skills and safety; (6) economy and efficiency of operations; and (7) prior

jurisdictional dispute determinations. The written decision shall be final and binding upon all parties to the dispute and may be a short form decision. The fees and costs of the arbitrator shall be divided evenly between the parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion. During the pendency of the jurisdictional dispute resolution and thereafter, the provisions of Paragraphs 4 and 5 set forth above shall be strictly enforced and the progress of the work will continue.

11. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems.

12. This Agreement shall be incorporated into, and become a part of, the collective bargaining agreement between any contractor or subcontractor and each Union signatory. In the event of inconsistency between this Agreement and any such collective bargaining contract, the terms of this Agreement shall supercede and prevail.

13. This constitutes the entire agreement between the parties hereto and may not be changed or modified except by the subsequent written agreement of the parties.

14. All parties represent that they have the full legal authority to enter into this Agreement.

15. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portion of this Agreement enforceable. This Agreement as thus amended shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

16. This Agreement shall become effective on this _____ day of _____, 2002, and shall remain in effect for the duration of the Projects. The Union signatories are listed on Appendix C.

Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations

By: _____
Its: _____

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Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations

By: Frank J. Duffy
Its: Representative

*Chicago District Council
of Carpenters*

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Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations

By: Fred Schreier
Its: PRESIDENT Ruggers Local 136

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Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations

By: *James P. [Signature]*
For HARBORERS DISTRICT COUNCIL

May-01-02 01:19P Marion
Chgo Bldg Trades Cncl Fax:312-372-7342
Apr 26 '02 10:19 P.07

14. All parties represent that they have the full legal authority to enter into this Agreement.

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Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations
SPRINKLER FITTERS Local 281 U.A.
By: Thomas M. Collins
Is: BUSINESS MANAGER

MAY-03-02 11:00 FROM: GLAZIERS LOCAL 708-485-3024 TO: 312 372 7342 PAGE: 001/001

14. All parties represent that they have the full legal authority to enter into this Agreement.

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Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations

By: [Signature]
Its: IBLS - REP.
GLAZIERS L.U. 07

Sent By: IRON WORKERS #1; 7083666891 ; May-2-02 9:49;
Chgo Bldg Trades Cnc1 Fax:312-372-7542 Apr 26 '02 10:50 Page 7/7

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Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations

By: Robert R. Baskovick President/ BM
Its: Iron Workers Local Union #1

LOCAL 52

9122483340

05/03/02 10:26am P. 002

14. All parties represent that they have the full legal authority to enter into this Agreement.

15. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portion of this Agreement enforceable. This Agreement as thus amended shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

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Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations

By: *William P...*
Its: _____

POINTERS, CLEANERS & RESTAURANT
7011 SOUTH WESTERN AVENUE
CHICAGO, ILLINOIS 60628

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Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations

By: FRANK O'LONE # 67
Its: Frank W. O'Loone

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Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations

By: James Buchanan
Its: Pipefitters Local Union 597

1239042

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Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations

By: Michael Fitzgerald
Its: BUSINESS MANAGER / FINANCIAL SECRETARY

14. All parties represent that they have the full legal authority to enter into this Agreement.

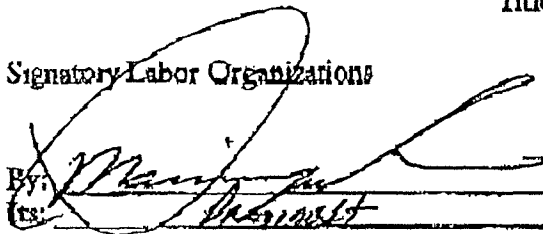
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16. This Agreement shall become effective on this 25 day of APRIL 2002, and shall remain in effect for the duration of the Projects. The Union signatories are listed on Appendix C.

Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations

By: 
Title: _____

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Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations

By: John J. Skennett
Its: BUS. MGR./SEC. TREASURER
BOILERMAKERS LOCAL #001

1133062

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Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations

By: Stanley Karynski
Its: President

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Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations

By: Terry Lynch Heat and Frost Insulators Local 17
Its: Business Manager

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Metropolitan Pier and Exposition Authority

ROOFERS UNION
800 W. ROOSEVELT RD.
WESTCHESTER, IL 60154

By: _____
Title: _____

Signatory Labor Organizations

By: *[Signature]*
Its: BUS. REP.

1839063

14. All parties represent that they have the full legal authority to enter into this Agreement.

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Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations

By: *Robert J. Wesselhoff*
Its: _____

CEMENT MASONS UNION LOCAL 502
739 S. 25th AVE.
BELLWOOD, IL 60104
ROBERT J. WESSELHOFF JR. Secretary-Treasurer

185906.2

From :

PHONE No. : 630 655 0942

Apr. 24 2002 8:39AM P02

14. All parties represent that they have the full legal authority to enter into this Agreement.

15. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, each provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portion of this Agreement enforceable. This Agreement as thus amended shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

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Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations

By: Thomas J. Faul
Its: D. B. R.

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Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations

By: Yane Kleshchinsk
Its: President / Business Manager
Mobile Services Local 669

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Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations

By: *[Signature]*
Is: U.P. Local 110.O.E.

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Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations

By: Herbert C. Harris
Its: Business Manager/Treasurer

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Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations

By: Plasterers Local #5
Its: Richard Debra Pres/Sec #172

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Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations

By: *Frank M. Sullivan* - BUSINESS MANAGER
Its: CHICAGO JOURNEYMEN PLUMBERS' LU 130

185906.2

14. All parties represent that they have the full legal authority to enter into this Agreement.

15. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portion of this Agreement enforceable. This Agreement as thus amended shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

16. This Agreement shall become effective on this _____ day of _____, 2002, and shall remain in effect for the duration of the Projects. The Union signatories are listed on Appendix C.

Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations

By: William Waldman
Its: President

FROM : LU63

FAX NO. : 7083445577

Jun. 04 2002 08:15AM P2

14. All parties represent that they have the full legal authority to enter into this Agreement.

15. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portion of this Agreement enforceable. This Agreement as thus amended shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

16. This Agreement shall become effective on this _____ day of _____, 2002, and shall remain in effect for the duration of the Projects. The Union signatories are listed on Appendix C.

Metropolitan Pier and Exposition Authority

By: _____
Title: _____

Signatory Labor Organizations

By: Ray Dean
Its: Local 63 Ironworkers

Ray Dean, Business Manager
Iron Workers Local 63

1849063

FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

JAMES C. FRANCZEK, JR.
312-786-6110
jcf@franczek.com

Exhibit B

300 SOUTH WACKER DRIVE
SUITE 3400
CHICAGO, ILLINOIS 60606
PHONE 312-986-0300
FAX 312-986-9192
<http://www.franczek.com>

June 25, 2002

Mr. Marvin Gittler
Asher, Gittler, Greenfield & D'Alba, Ltd.
200 West Jackson Boulevard - Suite 1900
Chicago, IL 60606

Re: MPEA Project Labor Agreement

Dear Marv:

This letter will confirm that each of the following arbitrators have agreed to act as required in Paragraph 10 of the Project Labor Agreement, if and as called upon. For your convenience, I have added their current address and telephone numbers:

Steven M. Bierig
Arbitrator
P.O. Box 438
Highland Park, IL 60035
847-236-1003

Robert W. McAllister
Arbitrator
No. 13, The Landmark
Northfield, IL 60093
847-441-7727

Robert Perkovich, Esq.
Arbitrator
P.O. Box 146759
Chicago, IL 60614-6759
312-733-1678

Thomas F. Gibbons
~~c/o DePaul Center for Dispute Resolution~~
~~25 East Jackson Boulevard - Suite 1600~~
~~Chicago, IL 60604~~
~~312-362-6316~~

708 456 4199

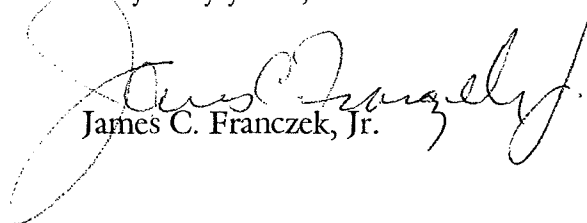
P.O. Box 5465
River Forest, Ill 60305
312-503-1152
FAX 708-456-4199
tgibbons@northwestern.edu

Byron Yaffe
Arbitrator
5000 North Marine Drive - No. 14A
Chicago, IL 60640
773-561-4470

This letter will further confirm that, by mutual written agreement, the parties may remove any designated arbitrator and substitute other arbitrators who may agree to assume the responsibility defined in Paragraph 10.

Please indicate your acknowledgement in the spaced provided below.


Very truly yours,



James C. Franczek, Jr.

JCF:mp

AGREED:



Marvin Gittler

Date:

7/2/02

Chicago & Cook County Building & Construction Trades Council
150 North Wacker Drive - Suite 1850
Chicago, Illinois 60606
312/372-2049

Bricklayers Local 21
1950 West 43rd Street, Chicago 60609.....773/650-1841

Boilermakers Local 1
2941 Archer Avenue, Chicago 60608.....773/247-5225

~~Cement Finishers Local 502~~
739 25th Avenue, Bellwood 60104.....708/544-9100

Ceramic Tile Layers Local 67
6425 South Central, Chicago 60638.....773/884-6500

Electrical Workers Local 134
600 West Washington, Chicago 60661.....312/454-1340

Glaziers Local 27
9223 West Ogden Avenue, Brookfield 60513.....708/485-3014

Heat & Frost Insulators Local 17
3850 South Racine, Chicago 60609.....773/247-8184

Iron Workers District Council
1108 First Street, LaSalle 61301.....815/224-1099

Iron Workers Local 1 (Structural)
7720 West Industrial Drive, Forest Park 60130.....708/366-6695

Iron Workers Local 136 (Machinery Movers)
8114 West Grand Avenue, River Grove 60171.....708/453-9300

Machinists Local 126
120 East Ogden Avenue #18A, Hinsdale 60521.....630/655-1930

Marble Cutters, Setters & Masons Local 66
6425 South Central, Chicago 60638.....773/735-2450

Marble Finishers & Polishers Local 87
6425 South Central, Chicago 60638.....773/884-0087

Operating Engineers Local 150
6200 Joliet Road, Countryside 60525.....708/482-8800

Painters District Council #14
1456 West Adams, Chicago 60607.....312/421-0046

Pipefitters Local 597
45 North Ogden Avenue, Chicago 60607.....312/829-4191

Plasterers Local 5
6631 West Stanley, Berwyn 60402.....708/749-3660

Plumbers Local 130
1340 West Washington, Chicago 60607.....312/421-1010

Pointers, Cleaners & Caulkers Local 52
1111 South Western, Chicago 60612.....312/243-3340

Roofers Local 11
9838 West Roosevelt Road, Westchester 60153.....708/345-0970

Sheet Metal Workers Local 73
205 West Wacker, Chicago 60606.....312/726-3673

Sprinklerfitters Local 281
11900 South Laramie, Alsip 60658.....708/597-1800

Chicago & NE IL District Council of Carpenters

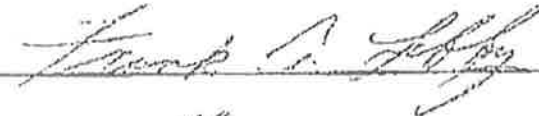
SIDE LETTER

In consideration for the Chicago & Northeast Illinois District Council of Carpenters ("Union") agreement to become signatory to the MPEA Project Labor Agreement, MPEA agrees to use its best efforts, consistent with the competitive procurement requirements of the MPEA Act 70 ILCS 210 *et seq.*, to insure that all customized architectural millwork to be installed at the site of construction will be fabricated by companies that are signatory to, or who agree to become signatory to, an agreement with an Illinois affiliate of the United Brotherhood of Carpenters and Joiners of America, including the Chicago & Northeast Illinois District Council of Carpenters.

Metropolitan Pier & Exposition Authority



Chicago & Northeast Illinois District Council of Carpenters



Dated: May 30, 2002