

**AMENDED LABOR AGREEMENT
FOR THE
METROPOLITAN PIER AND EXPOSITION AUTHORITY**

This Amended Labor Agreement (the "Agreement") is entered into, by and among the Metropolitan Pier and Exposition Authority (the "Authority"), an Illinois governmental entity, and Local 17U of the United Steelworkers of America, AFL-CIO-CLC ("Decorators"), the Chicago and Northeast Illinois District Council of Carpenters ("Carpenters"), Teamsters Local 714, International Brotherhood of Teamsters ("Teamsters"), and Riggers and Machinery Movers Local 136 ("Riggers.")

PREAMBLE

WHEREAS, trade shows, conventions and other similar events at facilities operated by the Authority have brought substantial economic benefits to the citizens of Chicago and Illinois and have contributed greatly to the livelihood of members of the undersigned unions, members of which perform the work of installing, maintaining and dismantling such events;

WHEREAS, competition with other venues for such business is strong and threatens in the future to erode these benefits by reducing the number and size of shows at Authority facilities;

WHEREAS, entities that control such business have expressed strong satisfaction with the Labor Agreement entered into in September of 1998 and December of 2000; and

WHEREAS, it is the desire and goal of the signatories that the benefits generated by the 1998 Labor Agreement be institutionalized and made permanent;

WHEREAS, the undersigned unions, recognizing the importance of the trade show industry to the economic health of Chicago, have met for repeated and lengthy discussions with representatives of the Authority, Contractors, Show Managers, Exhibitors and others and have successfully reduced labor costs and increased efficiency while protecting the interests of their members;

WHEREFORE, the Parties agree, as follows:

SECTION 1: DECORATORS AND CARPENTERS - WORK JURISDICTION

A. Unified Labor Force

For the purpose of work associated with the erection, maintenance, installation and dismantling of exhibitor booths, displays and similar items ("Exhibitor work") at Authority facilities, the Decorators and Carpenters have agreed to suspend traditional jurisdictional separations and to establish and utilize a unified labor force. Pursuant to this Agreement, all Exhibitor work that was traditionally within the jurisdiction of one or the other of these unions may be performed by the members of either union, provided that the labor available to perform such work will be comprised on the basis of a ratio to be agreed upon by the Decorators and Carpenters.

B. Union Protections

In consideration for the Decorators, Carpenters, Riggers and Teamsters agreement to the covenants set forth in this Agreement, the Authority recognizes their separate identities and affirms that it has not and will not take any action, the purpose or object of which is to revoke, modify or eliminate any Union's current recognition/certification as an exclusive bargaining agent or to otherwise adversely

affect their traditional jurisdictional prerogative, except as set forth in the preceding paragraph. The Authority further agrees to require, as a condition of access to its facilities, that general and independent contractors who erect and dismantle such trade shows, conventions and other similar events recognize and maintain the traditional jurisdictions of these unions with respect to all work performed by them other than work to be performed by the unified labor force.

SECTION 2: ADDENDUMS TO LABOR AGREEMENTS AND WORK RULES

In connection with labor performed at Authority facilities, each of the undersigned unions have or will offer to agree to addenda to their current labor agreements with contractors who employ their members or where appropriate to modify work rules effective no later than July 1, 2005 in substantially the following manner:

A. Jurisdiction

With respect to Exhibitor work, the Decorators and Carpenters waive their traditional jurisdictional claim to certain Exhibitor work and agree to participate in a unified labor force in accordance with terms specified above.

B. Hours of Work and Overtime Provisions

1. Monday through Friday Hourly Rate and Overtime Rate

The regular work day Monday through Friday shall be eight (8) hours (plus a 30-minute lunch break) and paid at straight time pay. Shifts may begin at 6, 7, or 8 a.m. After 8 hours worked and for the next consecutive 4 hours worked shall be paid at time-and-one-half pay, except

that Riggers, Decorators and Carpenters who have not worked for at least eight (8) hours at straight time on that day shall be entitled to double time after 6:30 p.m.

The first two (2) hours of tear-down work on Saturday shall be paid at time-and-one-half pay.

2. Conflicts

Except as specifically provided for in paragraphs 1 and 2 above, the hours of work and overtime rates shall be those established by current applicable collective bargaining agreement(s).

If a collective bargaining agreement grants affected employees greater benefits than those specified in paragraphs 1 and 2 above, the unions signatory to this Agreement will take whatever steps are necessary to assure that the terms of this Agreement are properly enforced and implemented.

SECTION 3: EXHIBITOR BOOTH WORK

In connection with exhibits no larger than 300 net square feet, an exhibitor or a full-time company representative may erect and tear down booths by hand without mechanical assistance or ladders. In booths no larger than 300 net square feet, union labor is not required to hang signs or graphics.

SECTION 4: MINIMUM CREW SIZE

The Decorators agree the number of Decorators for aerial sign hanging shall be reduced from four (4) to three (3). The Teamsters agree to reduce crew sizes (other

than at the docks and floor loads) from three (3) to two (2). Such reductions in crew sizes shall not create unsafe conditions.

The Riggers further agree to the following crew size modifications:

Exhibitors may move equipment within the booths without use of lifts or other similar equipment. Crew sizes for operations requiring a Rigger will be determined by the size of the job, including the use of a forklift or similar equipment.

Two or fewer persons may be used for booth work when, by way of example:

- no power equipment is necessary
- only cleaning of equipment is necessary
- only one person is necessary to pump oil
- only one person to operate non-motorized hoisting apparatus (*e.g.* genie lifts)

In such other circumstances as warranted by safety or efficiency reasons.

Decorators agree that exceptions to the three (3)-person crew size will be made when the job can efficiently and safely be done with fewer than three persons.

With respect to the crew size modifications for Riggers and Decorators as set forth above, the parties agree that crew size will be ascertained on a show-by-show basis and only after consultation between the affected Union Steward and the contractor. Crew size exceptions will be reviewed and agreed upon at pre-show

meetings of the Labor Management Council (or sub-committee thereof) and their implementation reviewed at post-show meetings.

SECTION 5: APPEARANCE AND CONDUCT

The Unions will cooperate with the Authority and contractors in the enforcement of all reasonable appearance and conduct rules and with training intended to improve customer service.

SECTION 6: EXHIBITOR RIGHTS

The parties agree to the Exhibitor Rights provided for in Addendum A.

SECTION 7:

The parties agree to the "Implementation of Enhancements and Ombudsman/Labor Management Council/Audit Process" attached as Addendum B.

**SECTION 8: LABOR MANAGEMENT COUNCIL/
DISPUTE RESOLUTION PROCEDURE**

A. Labor Management Council

A Labor Management Council of eighteen (18) individuals shall make up the Council: two (2) co-chairs, one (1) appointed by the Authority and one (1) elected by the Unions. The Authority shall appoint eight (8) employer members of the Council (which will include contractors and show managers) and each union shall appoint its own member of the Council. Those unions are the: Chicago and Northeast Illinois District Council of Carpenters; IBEW Local 134; Teamsters Local 714, International Brotherhood of Teamsters; Steelworkers Local 17U; Riggers and Machinery Movers Local 136; Chicago Journeymen Plumbers Local 130; Theatrical Stage Employees Union

Local 2; and Motion Picture Projectionists, Operators and Video Technicians Local 110.

Only one vote per organization.

A Quorum of the Council shall consist of ten (10) members at least five (5) Authority and five (5) Union.

1. The Council shall be established to provide for uniform compliance with the Agreement to review charges and fees, to review concerns and problems raised by exhibitors, contractors, unions and the authority that may arise from time-to-time to make suggestions for the promotion of increased business and use and to make recommendations to the Authority for improved conditions.

2. There shall be both pre- and post-show meetings with the Labor Management Council, a representative of each union and the Show Manager or managers at least forty-eight (48) hours' notice, in writing, must be given by the Show Manager to the Labor Management Council of the time and place of the pre- and post-show meeting.

3. The Labor Management Council must meet regularly for the purposes outlined above and to discuss cost savings, the ramifications of cost savings and the extent to which they have or have not been properly passed on to the customers.

4. The Labor Management Council may act through designated sub-committees as the Labor Management Council may from time-to-time designate.

B. Dispute Resolution Procedure

In addition to the obligations set forth in this Agreement, in the event a jurisdictional dispute by and between any of the unions, such unions shall take all steps necessary to promptly resolve the dispute, provided, however, in no event shall a jurisdictional dispute be discussed with, or in the presence of, an exhibitor or trade show personnel. In the event of a dispute relating to the trade or work jurisdiction, all parties, including the employer (contractors or subcontractors) agree that a final and binding resolution of the dispute shall be achieved, as follows:

1. Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve this dispute. (In the event there is a dispute between affiliates of the same International, the decision of the general president or his/her designee as the internal jurisdictional dispute authority of that International, shall constitute a final and binding decision.) Any agreement reached at this step shall be final and binding on all parties. The Authority retains the right to effectuate an interim decision with respect to jurisdictional disputes pending the convening of the representatives' reference in this paragraph.

2. If no agreement is reached as a result of paragraph 1, the matter shall be immediately referred to an arbitrator selected from a standing panel of five obtained from the Federal Mediation and Conciliation Service from which one shall be selected by the parties to

hear and determine the dispute. The panel shall be obtained within five (5) days of the execution of this Agreement and shall constitute a standing panel of arbitrators, each of which shall have the authority to finally resolve the dispute under this Article.

3. The selected arbitrator will set and hold a hearing within five (5) working days of the referral to him and the contractor and affected local union(s) shall be notified by fax of the date, time and place of hearing as described above. The failure of any party or parties to attend said hearing after receipt of actual notice shall not delay the hearing or issuance of decision by the arbitrator. The time period set forth can be extended only by mutual written agreement of all affected parties.

4. The arbitrator shall issue a short form written decision within three (3) days after the close of hearing provided that upon request of any party a full opinion shall be issued to the parties within thirty (30) days after the close of the hearing. Written positions or memoranda may be submitted by the parties only upon specific request of the arbitrator, providing it causes no delay. The decision shall be final and binding on all parties.

5. In rendering his decision, the arbitrator shall be bound by the historical and traditional practices of the parties on Authority properties. The arbitrator may also consider work assignments made in accordance with written agreements, established trade practices or

prevailing practices on Authority properties. Absent such agreements or practices, the arbitrator may look to such other factors as are traditionally employed in determining work assignments and resolving jurisdictional disputes including but not limited to the recognized and written trade jurisdiction of the union, recognized practices in the local area; agreements with the employers, skill(s) and ability of the represented employees to perform the work and such other factors as the arbitrator may deem relevant.

6. The services of the arbitrator shall be divided evenly and paid for by each participating party, and each party to the arbitration shall bear its own expense.

This procedure shall be the exclusive means of jurisdictional dispute resolution.

SECTION 9: DESIGNATED REPRESENTATIVES

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 can be directed problems which may arise during the term of this Agreement.

SECTION 10: SAVINGS

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 portions 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.

SECTION 11: ORDINANCE FORM

The Authority will adopt this Agreement in Ordinance form in accordance with applicable law.

SECTION 12: TERM

This Agreement shall be effective July 1, 2005 and shall remain in effect until December 31, 2010 and shall continue in effect thereafter unless a signatory requests modifications to this Agreement by written notice to the other signatories no earlier than December 1, 2009 and no later than February 1, 2010. Thereafter, a notice by any signatory to modify this Agreement may only be given during the month of January of every fourth year -- *i.e.* January of 2014, etc.

ENTERED into, by and among the undersigned, on this ____ day of June, 2005.

**METROPOLITAN PIER AND
EXPOSITION AUTHORITY, an**
Illinois governmental entity

**CHICAGO AND NORTHEAST ILLINOIS
DISTRICT COUNCIL OF CARPENTERS**

By: _____
By: _____
Its: _____
Its: _____

**LOCAL 17U of the United Steelworkers
International
of America, AFL-CIO-CLC**

**TEAMSTERS LOCAL 714,
Brotherhood of Teamsters**

By: _____
By: _____
Its: _____
Its: _____

**RIGGERS AND MACHINERY MOVERS
LOCAL 136**

By: _____
Its: _____