

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

International Union of Operating Engineers,))	
Local 399, AFL-CIO, <i>et al.</i> ,))	
)	
Plaintiffs,))	Case No. 16-cv-2395
)	
v.))	Judge Matthew F. Kennelly
)	Magistrate Judge Susan E. Cox
Village of Lincolnshire, Illinois, <i>et al.</i> ,))	
)	
Defendants.))	

PLAINTIFF UNIONS' RULE 56.1 STATEMENT OF UNCONTESTED FACTS

Plaintiffs International Union of Operating Engineers, Local 399, AFL-CIO, *et al.* (“the Unions”), submit pursuant to Local Rule 56.1 this statement of material facts as to which there is no genuine issue and which entitles the Unions to judgment as a matter of law:

1. Defendant Village of Lincolnshire, Illinois (the “Village”), is a municipal corporation, political subdivision, and Home Rule unit of government by referendum pursuant to the provisions of Article VII, Section 6, of the 1970 Constitution of the State of Illinois (Tab 1, Certified Ordinance; Complaint/Answer ¶ 15, Doc. #28 at PageID #50).

2. The Village of Lincolnshire is located in southeast Lake County, Illinois (The Village of Lincolnshire Community Profile (June 2, 2016) is available at <http://www.village.lincolnshire.il.us/community/community-profile>). The Village encompasses 4.58 square miles and, based on the 2010 Census, has a current population of 7,275 residents (*id.*).

3. Peter Kinsey is the Chief of Police of the Village (Complaint/Answer ¶ 2, Doc. #28 at PageID #47). In that capacity, he has the authority to investigate alleged violations of Ordinance Number 15-3389-116 enacted by the Board of Trustees of the Village of Lincolnshire, Illinois, on December 14, 2015 (“the Ordinance”), and to ensure the effective enforcement of the Ordinance

(Complaint/Answer ¶ 16, Doc. #28 at PageID #51). Defendant Kinsey is sued in his official capacity (*id.*).

4. Elizabeth Brandt is the Mayor of Lincolnshire (Complaint/Answer ¶ 17, Doc. #28 at PageID #51). In that capacity, she has the authority to execute the provisions of the Ordinance (*id.*). Defendant Brandt is sued in her official capacity (*id.*).

5. Barbara Mastandrea is the Village Clerk of Lincolnshire (Complaint/Answer ¶ 18, Doc. #28 at PageID #51). In that capacity, she has the authority to publish the Ordinance (*id.*). Defendant Mastandrea is sued in her official capacity (*id.*).

6. The Ordinance was enacted by the Lincolnshire Board of Trustees and approved by the Mayor on December 14, 2015 (Tab 1, Certified Ordinance; Complaint/Answer ¶ 19, Doc. #28 at PageID #51). The Ordinance was published on December 14, 2015, and immediately became in full force and effect (*id.*).

7. The Ordinance applies only to contracts between employers and labor organizations covering employees within the Village that entered into after December 14, 2015, and only to those employees, employers, and labor organizations that are covered by the NLRA (Tab 1, Certified Ordinance, §§ 2, 10; Complaint/Answer ¶ 20, Doc. #28 at PageID #51).

8. Section 4 of the Ordinance makes it unlawful for any “person covered by the NLRA [to] be required as a condition of employment or continuation of employment . . . to become or remain a member of a labor organization[,] to pay any dues, fees, assessments, or other charges of any kind or amount to a labor organization[, or] to pay to any charity or other third party, in lieu of such payments, any amount equivalent to or a pro-rata portion of dues, fees, assessments, or other charges regularly required of members of a labor organization[, or] to be recommended, approved, referred, or cleared by or through a labor organization” (Tab 1, Certified Ordinance,

§§ 4 (B), (C), (D), & (E)).

9. Section 5 of the Ordinance requires written authorization for an employer located within the Village to deduct union dues or fees from an employee's wages and requires that such authorization be revocable at any time (Tab 1, Certified Ordinance, § 5).

10. Section 6 of the Ordinance declares that "[a]ny agreement, understanding, or practice . . . that violates the rights of employees as guaranteed by provisions of this Ordinance is hereby declared to be unlawful, null and void, and of no legal effect" (Tab 1, Certified Ordinance, § 6).

11. The Village justified the passage of the Ordinance by asserting it was "fostering a commercially competitive environment to maintain a stable, diverse tax base in the Village and the promotion of job growth for the Village's residents" "by giving employees the freedom to choose employment without restraint or coercion regarding the payment of mandatory dues, fees or other payments to a labor organization as a condition of that employment" (Tab 1, Certified Ordinance (Preamble)).

12. International Union of Operating Engineers, Local 399, AFL-CIO ("Operating Engineers Local 399"), is a "labor organization" within the meaning of both the NLRA and the Ordinance (Complaint/Answer ¶ 5, Doc. #28, PageID #48-49).

13. Local 399 is the collective bargaining representative of a unit of employees of Colliers International Asset and Property Management, LLC, located within Lincolnshire (Complaint/Answer ¶ 5, Doc. #28, PageID #48-49; Tab 2, Certification of Patrick J. Kelly dated May 24, 2016 ("Kelly Cert."), at ¶ 2, Ex. A, Union 00001-00018).

14. On June 1, 2014, Colliers International Asset and Property Management signed a Collective Bargaining Agreement with Local 399 (Tab 2, Kelly Cert. ¶ 3). The Agreement

contains a union security clause and dues check-off provision (Tab 2, Kelly Cert. ¶ 4, Ex. A, Union 00004-00005). The Agreement expires on May 31, 2017 (Tab 2, Kelly Cert. ¶ 3, Ex. A, Union 00013).

15. Employees covered by the Agreement with Colliers work full-time on a permanent basis in the Village of Lincolnshire (Tab 2, Kelly Cert. ¶ 5).

16. Employees working under the Agreement with Colliers have executed forms authorizing the deduction of union dues from their wages and remittance of those dues to Local 399 (Tab 2, Kelly Cert. ¶ 6). All such authorization forms provide that the authorization is “irrevocable for a period of one (1) year from the date hereof or until the termination date of any applicable collective bargaining agreement, whichever occurs sooner.” (Tab 2, Kelly Cert. ¶ 6, Ex. A, Union 00019-00020).

17. International Union of Operating Engineers, Local 150, AFL-CIO (“Operating Engineers Local 150”), is a “labor organization” within the meaning of both the NLRA and the Ordinance (Complaint/Answer ¶ 6, Doc. #28 at PageID #49).

18. Accurate Group, Inc. (“Accurate Group”), is an Illinois corporation located at 101 Schelter Road STE B200, Lincolnshire, Illinois 60069 (Tab 3, Certification of Steven M. Cisco dated June 1, 2016 (“Cisco Cert.”), at ¶ 14; Tab 4, Bates Nos. 01921-01922).

19. On April 3, 2000, Accurate Group signed a “Memorandum of Agreement” with Local 150 which adopted the Master Agreement known as the MARBA Illinois Building Agreement (Tab 3, Cisco Cert. ¶ 15, Ex. A, Union 00021). The MARBA Illinois Building Agreement, effective June 1, 2010, through May 31, 2017, contains a union security clause, dues check-off provision, and hiring hall provision (Tab 3, Cisco Cert. ¶ 15, Ex. A, Union 00532-00622, 00539, 00547-00548, 00600-00601).

20. On April 3, 2000, Accurate Group signed a “Memorandum of Agreement” with Local 150 which adopted the Master Agreement known as the MARBA Heavy, Highway & Underground Agreement (Tab 3, Cisco Cert. ¶ 16, Ex. A, Union 00022). The MARBA Heavy, Highway & Underground Agreement, effective June 1, 2010, through May 31, 2017, contains a union security clause, dues check-off provision, and a hiring hall provision (Tab 3, Cisco Cert. ¶ 16, Ex. A, Union 00623-00715, 00635, 00659-00660, 00689).

21. The MARBA Agreements and other similar agreements are the Master Agreements for Local 150’s territorial Districts 1, 2, and 3 (Tab 3, Cisco Cert. ¶¶ 6, 7). These Master Agreements typically cover broad geographic areas with similar economic market conditions (*id.*). The Village of Lincolnshire is located within Local 150’s District 3 (Tab 3, Cisco Cert. ¶ 7, Ex. A, Union 02478; *see also* <http://www.village.lincolnshire.il.us/community/community-profile>).

22. There are over 7,000 signatory employers with valid agreements in Districts 1, 2, and 3 who employ over 7,000 Local 150 members (Tab 3, Cisco Cert. ¶ 8). Local 150 Districts 1, 2, and 3 encompass nine counties in the Chicagoland area which contain 315 municipalities (Tab 3, Cisco Cert. ¶ 7). Of these 315 municipalities, 35 municipalities occupy more than one county (*id.*). The Village of Lincolnshire is located within Local 150’s District 2 (Tab 3, Cisco Cert. ¶ 7, Ex. A, Union 02478; *see also* <http://www.village.lincolnshire.il.us/community/community-profile>).

23. The Master Agreements provide both the Union and employers stability and assurances that when any of the work covered by the Master Agreement is performed within its contractual jurisdiction, the same wages, benefit package, and other terms and conditions of employment will apply (Tab 3, Cisco Cert. ¶ 12). This is particularly important in the construction industry because Local 150 signatory employers bid on projects in multiple municipalities

concurrently, and can have projects that span throughout multiple municipalities (*id.*). For example, certain utility, road, or highway projects can travel through several municipalities, and be active in more than one municipality as the project is being completed (*id.*).

24. Central Boring, Inc. (“Central Boring”), is an Illinois corporation located at 3 GK Lane, Lincolnshire, IL 60069 (Tab 3, Cisco Cert. ¶ 17; Tab 4, Bates Nos. 01923-01925).

25. On February 19, 1998, Central Boring signed a “Memorandum of Agreement” with Local 150 which adopted the Master Agreement known as the MARBA Illinois Building Agreement (Tab 3, Cisco Cert. ¶ 18, Ex. A, Union 00023). The MARBA Illinois Building Agreement, effective June 1, 2010, through May 31, 2017, contains a union security clause, dues check-off provision, and hiring hall provision (Tab 3, Cisco Cert. ¶ 18, Ex. A, Union 00532-00622, 00539, 00547-00548, 00600-00601).

26. On February 19, 1998, Central Boring signed a “Memorandum of Agreement” with Local 150 which adopted the Master Agreement known as the MARBA Heavy, Highway & Underground Agreement (Tab 3, Cisco Cert. ¶ 19, Ex. A, Union 00024). The MARBA Heavy, Highway & Underground Agreement, effective June 1, 2010, through May 31, 2017, contains a union security clause, dues check-off provision, and a hiring hall provision (Tab 3, Cisco Cert. ¶ 19, Ex. A, Union 00623-00715, 00635, 00689, 00659-00660).

27. Employees covered by Local 150’s Memoranda of Agreement with Central Boring routinely perform work in the Village of Lincolnshire (Tab 5, Certification of Richard Fahy dated June 1, 2016 (“Fahy Cert.”), at ¶¶ 7-9).

28. C.R. Nelson Landscaping (“C.R. Nelson”) is an Illinois corporation located at P.O. Box 495 Lincolnshire, IL 60069 (Tab 3, Cisco Cert. ¶ 22; Tab 4, Bates Nos. 01926).

29. On October 12, 1991, C.R. Nelson signed a “Memorandum of Agreement” with

Local 150 which adopted the Master Agreement known as the Illinois Landscape Contractors Association, Northern Illinois Landscape Contractors Agreement (Tab 3, Cisco Cert. ¶ 23, Ex. A, Union 00027). The Illinois Landscape Contractors Association, Northern Illinois Landscape Contractors Agreement, effective January 1, 2013, through December 31, 2016, contains a union security clause and dues check-off provision (Tab 3, Cisco Cert. ¶ 23, Ex. A, Union 00239-00272, 00245-00246).

30. D.C.S. Trucking Co. (“D.C.S.”) is an Illinois corporation located at 500 Industrial Drive Lincolnshire, IL 60069 (Tab 3, Cisco Cert. ¶ 24; Tab 4, Bates Nos. 01927-01929).

31. On August 1, 2000, D.C.S. voluntarily recognized Local 150 as the exclusive bargaining representative of its employees (Tab 3, Cisco Cert. ¶ 25). After granting voluntary recognition, the parties negotiated a stand-alone Collective Bargaining Agreement (*id.*). The current version of this Agreement is effective August 1, 2015, through July 31, 2018 (Tab 3, Cisco Cert. ¶ 25, Ex. A, Union 00028-00065). This Agreement contains a union security clause and dues check-off provision (Tab 3, Cisco Cert. ¶ 25, Ex. A, Union 00033, 00063-00064).

32. Employees covered by Local 150’s Memorandum of Agreement with D.C.S. routinely perform work in the Village of Lincolnshire (Tab 5, Fahy Cert. ¶¶ 6-9).

33. Dick’s Heavy Equipment Repair (“Dick’s”) is an Illinois corporation located at 500 Industrial Lane, Lincolnshire, IL 60069 (Tab 3, Cisco Cert. ¶ 26; Tab 4, Bates Nos. 01930-01932).

34. On April 2, 2003, Dick’s signed a “Memorandum of Agreement” with Local 150 which adopted the Master Agreement known as the MARBA Illinois Building Agreement (Tab 3, Cisco Cert. ¶ 27, Ex. A, Union 00107). The MARBA Illinois Building Agreement, effective June 1, 2010, through May 31, 2017, contains a union security clause, dues check-off provision, and hiring hall provision (Tab 3, Cisco Cert. ¶ 27, Ex. A, Union 00532-00622, 00539, 00547-

00548, 00600-00601).

35. On April 11, 2003, Dick's signed a "Memorandum of Agreement" with Local 150 which adopted the Master Agreement known as the Excavators, Inc. Heavy, Highway & Underground Agreement (Tab 3, Cisco Cert. ¶ 28, Ex. A, Union 00106). The Excavators, Inc. Heavy, Highway & Underground Agreement, effective June 1, 2010, through May 31, 2017, contains a union security clause, dues check-off provision, and a hiring hall provision (Tab 3, Cisco Cert. ¶ 28, Ex. A, Union 00444-00531, 00455, 00479, 00509).

36. On August 1, 2000, Dick's voluntarily recognized Local 150 as the exclusive bargaining representative of its employees (Tab 3, Cisco Cert. ¶ 29). After granting voluntary recognition, the parties negotiated a stand-alone Collective Bargaining Agreement (*id.*). The current version of this Agreement is effective August 1, 2015, through July 31, 2018 (Tab 3, Cisco Cert. ¶ 29, Ex. A, Union 00066-00105). This Agreement contains a union security clause, and dues check-off provision (Tab 3, Cisco Cert. ¶ 29, Ex. A, Union 00071, 00103-00104).

37. Employees covered by Local 150's Memorandum of Agreement with Dick's routinely perform work in the Village of Lincolnshire (Tab 5, Fahy Cert. ¶¶ 5, 9).

38. Johler Demolition, Inc. ("Johler") is an Illinois corporation, which as of late-2015, was located at 200 Industrial Drive Lincolnshire, IL 60069 (Tab 3, Cisco Cert. ¶ 30; Tab 4, Bates Nos. 01933-01937).

39. On July 14, 2010, Johler signed a "Memorandum of Agreement" with Local 150 which adopted the Master Agreement known as the CAICA Illinois Building Agreement (Tab 3, Cisco Cert. ¶ 31, Ex. A, Union 00115). The CAICA Illinois Building Agreement, effective June 1, 2010, through May 31, 2017, contains a union security clause, dues check-off provision, and hiring hall provision (Tab 3, Cisco Cert. ¶ 31, Ex. A, Union 00151-00238, 00159, 00167,

00218).

40. On July 14, 2010, Johler signed a “Memorandum of Agreement” with Local 150 which adopted the Master Agreement known as the CAICA Heavy, Highway & Underground Agreement (Tab 3, Cisco Cert. ¶ 32, Ex. A, Union 00116). The CAICA Heavy, Highway & Underground Agreement, effective June 1, 2010, through May 31, 2017, contains a union security clause, dues check-off provision, and a hiring hall provision (Tab 3, Cisco Cert. ¶ 32, Ex. A, Union 00352-00443, 00364, 00388-389, 00417-00418).

41. On September 1, 2008, Johler signed a “Memorandum of Agreement” with Local 150 which adopted the Master Agreement known as the Excavators, Inc. Heavy, Highway & Underground Agreement (Tab 3, Cisco Cert. ¶ 33, Ex. A, Union 00117). The Excavators, Inc. Heavy, Highway & Underground Agreement, effective June 1, 2010, through May 31, 2017, contains a union security clause, dues check-off provision, and a hiring hall provision (Tab 3, Cisco Cert. ¶ 33, Ex. A, Union 00444-00531, 00455, 00479, 00509).

42. On September 1, 2008, Johler signed a “Memorandum of Agreement” with Local 150 which adopted the Master Agreement known as the MARBA Illinois Building Agreement (Tab 3, Cisco Cert. ¶ 34, Ex. A, Union 00118). The MARBA Illinois Building Agreement, effective June 1, 2010, through May 31, 2017, contains a union security clause, dues check-off provision, and hiring hall provision (Tab 3, Cisco Cert. ¶ 34, Ex. A, Union 00532-00622, 00539, 00547-00548, 00600-00601).

43. Revcon Construction Corp. (“Revcon”) is an Illinois corporation located at 500 Industrial Lane, Lincolnshire, IL 60069 (Tab 3, Cisco Cert. ¶ 36; Tab 4, Bates Nos. 01938).

44. On January 1, 1986, Revcon signed a “Memorandum of Agreement” with Local 150 which adopted the Master Agreement known as the MARBA Illinois Building Agreement

(Tab 3, Cisco Cert. ¶ 39, Ex. A, Union 00122). The MARBA Illinois Building Agreement, effective June 1, 2010, through May 31, 2017, contains a union security clause, dues check-off provision, and hiring hall provision (Tab 3, Cisco Cert. ¶ 39, Ex. A, Union 00532-00622, 00539, 00547-00548, 00600-00601).

45. On January 1, 1986, Revcon signed a “Memorandum of Agreement” with Local 150 which adopted the Master Agreement known as the MARBA Heavy, Highway & Underground Agreement (Tab 3, Cisco Cert. ¶ 40, Ex. A, Union 00123). The MARBA Heavy, Highway & Underground Agreement, effective June 1, 2010, through May 31, 2017, contains a union security clause, dues check-off provision, and a hiring hall provision (Tab 3, Cisco Cert. ¶ 40, Ex. A, Union 00623-00715, 00635, 00689, 00659-00660).

46. Employees covered by Local 150’s Memorandum of Agreement with Revcon routinely perform work in the Village of Lincolnshire (Tab 5, Fahy Cert. ¶¶ 2-4, 9).

47. In addition to the employees working for Lincolnshire-based Employers, Local 150 routinely continues to dispatch employees to construction projects located in the Village of Lincolnshire, and employees have been dispatched to construction projects located in the Village of Lincolnshire in the past few months (Tab 3, Cisco Cert. ¶ 48).

48. The union security clause in each of the collective bargaining agreements with Local 150 described above requires that all employees in the represented unit either become members of the Union and pay dues or pay an agency fee to the Union as permitted by federal labor law (Tab 3, Cisco Cert. ¶ 43, Ex. A, Union 00033, 00071, 00159, 00245-00246, 00284-00285, 00364, 00455, 00539, 00635, 00723, 00795, 00833).

49. Employees working under each of the collective bargaining agreements with Local 150 described above have executed forms authorizing the deduction of union dues from their

wages and remittance of those dues to Local 150 (Tab 3, Cisco Cert. ¶ 42, Ex. A, Union 00108-00114, 00125-00150). All such authorization forms provide that the authorization is “irrevocable for a period of one (1) year, or until the termination of the Collective Bargaining Agreement in existence between my Union and you, whichever occurs sooner” (*id.*). Local 150 regularly receives dues payments remitted to the Union under these clauses from these employees and their employers working in the Village of Lincolnshire (*id.*).

50. Employees working under each of the construction agreements with Local 150 described above as containing a hiring hall provision are required to pay dues or a lesser fee in order to register with and be referred for employment through the hiring hall (Tab 3, Cisco Cert. ¶ 49, Ex. A, Union 00167, 00309, 00388-00389, 00479, 00547-00548, 00659-00660, 00731, 00798, 00834). Like the clause in the Local 150 agreement, hiring hall agreements typically give the employer the right to turn down referred applicants (Tab 3, Cisco Cert. ¶ 49). And, as does the Local 150 clause, they typically require the union to make referrals without regard to the applicant’s union membership (*id.*).

51. Local 150 has several collective bargaining agreements applicable to Lincolnshire-based employers and non-Lincolnshire-based employers who perform work in Lincolnshire which are set to expire on May 31, 2017 (Tab 3, Cisco Cert ¶¶ 44-45). Local 150 intends to seek to include union security clauses and hiring hall provisions in the renewal agreements and to continue to request that employees performing work under the agreement execute an authorizing form similar to that currently being used by the Local (*id.*).

52. Construction and General Laborers’ District Council of Chicago and Vicinity, Laborers’ International Union of North America, AFL-CIO (“Laborers’ District Council”), is a “labor organization” within the meaning of both the NLRA and the Ordinance (Complaint/Answer

¶ 9, Doc. #28 at PageID #49-50).

53. The Laborers' District Council is party to Collective Bargaining Agreements covering units of employees of employers located in Lincolnshire (Complaint/Answer ¶¶ 10-11, Doc. #28 at PageID #50; Tab 6, Certification of James Connolly dated June 3, 2016 ("Connolly Cert."), at ¶ 12).

54. On October 12, 2010, Central Boring signed what is known as a "Longform Agreement" with the Laborers' District Council (Tab 6, Connolly Cert. ¶¶ 8-12, Ex. A, Union 01940). Per Paragraph 2 of the Longform Agreement, Central Boring automatically became a party to all applicable Collective Bargaining Agreements between the Laborers' District Council and various contractor associations, including the Chicago Area Independent Construction Association (*id.*).

55. This Longform Agreement has not been terminated, modified, or amended pursuant to Paragraph 10 and therefore remains in effect (Tab 6, Connolly Cert. ¶¶ 9-10, Ex. A, Union 01940). As a result, Central Boring is bound by the current Collective Bargaining Agreement between the Laborers' District Council and the Chicago Area Independent Construction Association (*id.*).

56. The current Collective Bargaining Agreement between the Laborers' District Council and the Chicago Area Independent Construction Association contains a union security clause and dues check-off provision (Tab 6, Connolly Cert. ¶ 14, Ex. A, Union 00988-00990).

57. Employees covered by the Central Boring Longform Agreement routinely perform work in the Village of Lincolnshire (Tab 7, Certification of Daniel Davis dated May 31, 2016 ("Davis Cert."), at ¶¶ 3-5).

58. On October 14, 2010, Johler signed what is known as a "Longform Agreement"

with the Laborers' District Council (Tab 6, Connolly Cert. ¶¶ 8-12, Ex. A, Union 01939). Per Paragraph 2 of the Longform Agreement, Johler automatically became a party to all applicable Collective Bargaining Agreements between the Laborers' District Council and various contractor associations, including the Chicago Demolition Contractors' Association (*id.*).

59. This Longform Agreement has not been terminated, modified, or amended pursuant to Paragraph 10 and therefore remains in effect (Tab 6, Connolly Cert. ¶¶ 9-10, Ex. A, Union 01939). As a result, Johler is bound by the current Collective Bargaining Agreement between the Laborers' District Council and the Chicago Demolition Contractors' Association (*id.*).

60. The current Collective Bargaining Agreement between the Laborers' District Council and the Chicago Demolition Contractors' Association contains a union security clause and dues check-off provision (Tab 6, Connolly Cert. ¶ 14, Ex. A, Union 01260-01262, 01943-01948).

61. On June 1, 2003, Revcon signed what is known as a "Longform Agreement" with the Laborers' District Council (Tab 6, Connolly Cert. ¶¶ 8-12, Ex. A, Union 01941). Per Paragraph 2 of the Longform Agreement, Revcon automatically became a party to all applicable Collective Bargaining Agreements between the Laborers' District Council and various contractor associations, including the Concrete Contractors Association of Greater Chicago (*id.*).

62. This Longform Agreement has not been terminated, modified, or amended pursuant to Paragraph 9 and therefore remains in effect (Tab 6, Connolly Cert. ¶¶ 9-10, Ex. A, Union 01941). As a result, Revcon is bound by the current Collective Bargaining Agreement between the Laborers' District Council and the Concrete Contractors Association of Greater Chicago (*id.*).

63. The current Collective Bargaining Agreement between the Laborers' District Council and the Concrete Contractors Association of Greater Chicago contains a union security

clause and dues check-off provision (Tab 6, Connolly Cert. ¶ 14, Ex. A, Union 01184-01187).

64. The Laborers' District Council is also party to a Collective Bargaining Agreement covering a unit of employees of Stuckey Construction Company ("Stuckey"), located at 2020 North Lewis Avenue, Waukegan, Illinois (Tab 6, Connolly Cert. ¶ 13; Tab 8, Certification of Edwin Stuckey dated June 2, 2016 ("Stuckey Cert."), at ¶ 1).

65. On May 5, 1997, Stuckey signed what is known as a "Longform Agreement" with the Laborers' District Council (Tab 8, Stuckey Cert. ¶ 2, Ex. A, Union 01942). Per Paragraph 2 of the Longform Agreement, Stuckey automatically became a party to all applicable Collective Bargaining Agreements between the Laborers' District Council and various contractor associations, including the Fox Valley General Contractors Association (Tab 6, Connolly Cert. ¶¶ 8-12; Tab 8, Stuckey Cert. ¶ 2, Ex. A, Union 01942).

66. This Longform Agreement has not been terminated, modified, or amended pursuant to paragraph 9 and therefore remains in effect (Tab 6, Connolly Cert. ¶¶ 9-10, Ex. A, Union 01942). As a result, Stuckey is bound by the current Collective Bargaining Agreements between the Laborers' District Council and the Fox Valley General Contractors Association (Tab 8, Stuckey Cert. ¶ 2).

67. The current Collective Bargaining Agreements between the Laborers' District Council and the Fox Valley General Contractors Association – the Fox Valley Building Agreement and Fox Valley Heavy and Highway Agreement – contain union security clauses and dues check-off provisions (Tab 6, Connolly Cert. ¶ 14; Tab 8, Stuckey Cert. ¶ 3, Ex. A, Union 01342, 01368-01369, 01397-01398, 01400-01401).

68. Employees covered by the Stuckey Longform Agreement routinely perform, and are currently performing, work in the Village of Lincolnshire (Tab 8, Stuckey Cert. ¶¶ 4-6). It is

expected that they will continue to regularly perform such work in the future (Tab 8, Stuckey Cert. ¶ 7).

69. The union security clauses in the Collective Bargaining Agreements between the Laborers' District Council and Central Boring, Inc., Johler Demolition, Inc., Revcon Construction Corp., and Stuckey Construction Company described above require that all employees in the represented unit either become members of a local affiliated with the Laborers' District Council and pay dues or pay an agency fee as permitted by federal labor law (Tab 6, Connolly Cert. ¶ 14, Ex. A, Union 00988-00990, 01260-01262, 01184-01187, 01342, 01368-01369, 01397-01398, 01400-01401).

70. Employees working under each of the Collective Bargaining Agreements described above have executed forms authorizing the deduction of union dues from their wages and remittance of those dues to the Laborers' District Council and its affiliated locals (Tab 6, Connolly Cert. ¶ 17). All such authorization forms provide that the authorization is "irrevocable for the term of the applicable labor contract between the Union and my employer, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser [unless written notice is given]." (Tab 6, Connolly Cert. ¶ 17).

71. Laborers' District Council intends to continue to seek union security clauses in both new Collective Bargaining Agreements and renewals of existing Collective Bargaining Agreements covering work performed in Lincolnshire and to request that employees performing such work execute a form authorizing dues deduction similar to that currently being used by the Laborers' District Council (Tab 6, Connolly Cert. ¶ 15).

72. Specifically, the Collective Bargaining Agreement between the Laborers' District

Council and Central Boring, Inc., Johler Demolition, Inc., Revcon Construction Corp., and Stuckey Construction Company described above all expire on May 31, 2017 (Connolly Cert. ¶ 16, Ex. A, Union 00983, 01241, 01943–01948, 01177, 01335, 01389), and the Laborers’ District Council intends to seek to include a union security clause and language governing the deduction of union dues, and remittance of those dues to the Laborers’ District Council and its affiliated locals, in the renewal agreement (Tab 6, Connolly Cert. ¶ 16).

73. Chicago Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America (“Carpenters Regional Council”), is a “labor organization” within the meaning of both the NLRA and the Ordinance (Complaint/Answer ¶ 12, Doc. #28 at PageID 50).

74. The Carpenters Regional Council currently has a Collective Bargaining Agreement with the Mid-America Regional Bargaining Association (“MARBA”) covering carpentry work performed in Cook, Lake and DuPage Counties (“Cook, Lake and DuPage Area Agreement”). The Cook, Lake and DuPage Area Agreement is in effect from June 1, 2014 through May 31, 2019 (Declaration of Robert Lid dated June 3, 2016 (“Lid Declaration”), at ¶ 3, Ex. A).

75. The Cook, Lake and DuPage Area Agreement contains a Union Security Clause requiring employees of signatory contractors to become members of the Carpenters Union by the eighth (8th) day of their employment (Lid Declaration, ¶ 4, Ex. A).

76. The Cook, Lake and DuPage Area Agreement contains a Dues Check Off Clause allowing signatory contractors to deduct monthly union dues from the wages of its employees who have signed authorization cards and remit such dues directly to the Chicago Regional Council of Carpenters (Lid Declaration, ¶ 5, Ex. A).

77. On January 9, 2001, Interior Investments signed a “Memorandum of Agreement” with the Chicago Regional Council of Carpenters (Lid Declaration, ¶ 6, Ex. B). This Memorandum

of Agreement adopted the Cook, Lake and DuPage Area Agreement (Lid Declaration, ¶ 6). According to the records maintained by the Carpenters Regional Council's Contract and Bond Department, Interior Investments is an Illinois Corporation located at 550 Bond Street, Lincolnshire and they currently employ approximately fifty (50) members of the Carpenters Union who have signed Dues Check-Off Authorization Cards allowing union dues to be automatically deducted from their wages (Lid Declaration, ¶ 6, Ex. C).

78. On January 1, 2015, Build Corps signed a "Memorandum of Agreement" with the Chicago Regional Council of Carpenters (Lid Declaration, ¶ 7, Ex. D). This Memorandum of Agreement adopted the Area Agreement known as the MARBA Cook, Lake and DuPage Area Agreement (Lid Declaration, ¶ 7). According to the records maintained by the Carpenters Regional Council's Contract and Bond Department, Build Corps is located at One Overlook Point, Suite 1122, Lincolnshire, IL and they currently employ four (4) members of the Carpenters Union who have signed Dues Check-Off Authorization Cards allowing union dues to be automatically deducted from their wages (Lid Declaration, ¶ 7, Ex. E).

79. Upon the expiration of the Cook, Lake and DuPage Area Agreement in 2019, the Carpenters Regional Council intends to enter into a successor Cook Lake and DuPage Area Agreement containing the same union security and dues check-off clauses (Lid Declaration, ¶ 8).

Dated: June 3, 2016

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned, an attorney of record, hereby certifies that on June 3, 2016, he electronically filed the foregoing **Rule 56.1 Statement of Uncontested Facts** with the Clerk of Court using the CM/CM/ECF system, which sent notification to the following:

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