

1 AN ACT concerning State government.

2 **Be it enacted by the People of the State of Illinois,**  
3 **represented in the General Assembly:**

4 Section 1. Findings; purpose; text and revisory changes;  
5 validation; additional material.

6 (a) It is the purpose of this Act to reenact the provisions  
7 of subsection (c) of Section 5.4 of the Metropolitan Pier and  
8 Exposition Authority Act, which a federal district court found  
9 to be preempted under federal law on the grounds that it  
10 regulates issues protected by Section 8 of the National Labor  
11 Relations Act. Following the court's ruling, the parties to the  
12 suit resolved their dispute related to the challenged  
13 provisions. The reenactment of subsection (c) of Section 5.4  
14 implements, in part, settlement agreements made and entered  
15 into between the Authority and the plaintiffs that filed suit,  
16 the Chicago Regional Council of Carpenters and the  
17 International Brotherhood of Teamsters Local 727. The  
18 agreements were filed with the Secretary of State Index  
19 Department and designated as 97-GA-A01 and 97-GA-A02,  
20 respectively.

21 (b) In this Act, the base text of the reenacted Section is  
22 set forth as it existed at the time of the federal district  
23 court's decision. Striking and underscoring is used only to  
24 show the changes being made to that base text. The changes

1 being made to this Act are consistent with the settlement  
2 agreement or declarative of existing law.

3 Section 5. The Metropolitan Pier and Exposition Authority  
4 Act is amended by reenacting and changing Section 5.4 as  
5 follows:

6 (70 ILCS 210/5.4)

7 Sec. 5.4. Exhibitor rights and work rule reforms.

8 (a) Legislative findings.

9 (1) The Authority is a political subdivision of the  
10 State of Illinois subject to the plenary authority of the  
11 General Assembly and was created for the benefit of the  
12 general public to promote business, industry, commerce,  
13 and tourism within the City of Chicago and the State of  
14 Illinois.

15 (2) The Authority owns and operates McCormick Place and  
16 Navy Pier, which have collectively 2.8 million square feet  
17 of exhibit hall space, 700,000 square feet of meeting room  
18 space.

19 (3) The Authority is a vital economic engine that  
20 annually generates 65,000 jobs and \$8 billion of economic  
21 activity for the State of Illinois through the trade shows,  
22 conventions, and other meetings held and attended at  
23 McCormick Place and Navy Pier.

1           (4) The Authority supports the operation of McCormick  
2 Place and Navy Pier through not only fees on the rental of  
3 exhibit and meeting room space, electrical and utility  
4 service, food and beverage services, and parking, but also  
5 hotel room rates paid by persons staying at the  
6 Authority-owned hotel.

7           (5) The Authority has a compelling and proprietary  
8 interest in the success, competitiveness, and continued  
9 viability of McCormick Place and Navy Pier as the owner and  
10 operator of the convention facilities and its obligation to  
11 ensure that these facilities produce sufficient operating  
12 revenues.

13           (6) The Authority's convention facilities were  
14 constructed and renovated through the issuance of public  
15 bonds that are directly repaid by State hotel, auto rental,  
16 food and beverage, and airport and departure taxes paid  
17 principally by persons who attend, work at, exhibit, and  
18 provide goods and services to conventions, shows,  
19 exhibitions, and meetings at McCormick Place and Navy Pier.

20           (7) State law also dedicates State occupation and use  
21 tax revenues to fulfill debt service obligations on these  
22 bonds should State hotel, auto rental, food and beverage,  
23 and airport and departure taxes fail to generate sufficient  
24 revenue.

25           (8) Through fiscal year 2010, \$55 million in State  
26 occupation and use taxes will have been allocated to make

1 debt service payments on the Authority's bonds due to  
2 shortfalls in State hotel, auto rental, food and beverage,  
3 and airport and departure taxes. These shortfalls are  
4 expected to continue in future fiscal years and would  
5 require the annual dedication of approximately \$40 million  
6 in State occupation and use taxes to fulfill debt service  
7 payments.

8 (9) In 2009, managers of the International Plastics  
9 Showcase announced that 2009 was the last year they would  
10 host their exhibition at McCormick Place, as they had since  
11 1971, because union labor work rules and electric and food  
12 service costs make it uneconomical for the show managers  
13 and exhibitors to use McCormick Place as a convention venue  
14 as compared to convention facilities in Orlando, Florida  
15 and Las Vegas, Nevada. The exhibition used over 740,000  
16 square feet of exhibit space, attracted over 43,000  
17 attendees, generated \$4.8 million of revenues to McCormick  
18 Place, and raised over \$200,000 in taxes to pay debt  
19 service on convention facility bonds.

20 (10) After the International Plastics Showcase  
21 exhibition announced its departure, other conventions and  
22 exhibitions managers and exhibitors also stated that they  
23 would not return to McCormick Place and Navy Pier for the  
24 same reasons cited by the International Plastics Showcase  
25 exhibition. In addition, still other managers and  
26 exhibitors stated that they would not select McCormick

1 Place as a convention venue unless the union labor work  
2 rules and electrical and food service costs were made  
3 competitive with those in Orlando and Las Vegas.

4 (11) The General Assembly created the Joint Committee  
5 on the Metropolitan Pier and Exposition Authority to  
6 conduct hearings and obtain facts to determine how union  
7 labor work rules and electrical and food service costs make  
8 McCormick Place and Navy Pier uneconomical as a convention  
9 venue.

10 (12) Witness testimony and fact-gathering revealed  
11 that while the skilled labor provided by trade unions at  
12 McCormick Place and Navy Pier is second to none and is  
13 actually "exported" to work on conventions and exhibitions  
14 held in Orlando and Las Vegas, restrictive work rules on  
15 the activities show exhibitors may perform present  
16 exhibitors and show managers with an uninviting atmosphere  
17 and result in significantly higher costs than competing  
18 convention facilities.

19 (13) Witness testimony and fact-gathering also  
20 revealed that the mark-up on electrical and food service  
21 imposed by the Authority to generate operating revenue for  
22 McCormick Place and Navy Pier also substantially increased  
23 exhibitor and show organizer costs to the point of excess  
24 when compared to competing convention facilities.

25 (14) Witness testimony and fact-gathering further  
26 revealed that the additional departure of conventions,

1           exhibitions, and trade shows from Authority facilities  
2           threatens the continued economic viability of these  
3           facilities and the stability of sufficient tax revenues  
4           necessary to support debt service.

5           (15) In order to safeguard the Authority's and State of  
6           Illinois' shared compelling and proprietary interests in  
7           McCormick Place and Navy Pier and in response to local  
8           economic needs, the provisions contained in this Section  
9           set forth mandated changes and reforms to restore and  
10          ensure that (i) the Authority's facilities remain  
11          economically competitive with other convention venues and  
12          (ii) conventions, exhibitions, trade shows, and other  
13          meetings are attracted to and retained at Authority  
14          facilities by producing an exhibitor-friendly environment  
15          and by reducing costs for exhibitors and show managers.

16          (16) The provisions set forth in this Section are  
17          reasonable, necessary, and narrowly tailored to safeguard  
18          the Authority's and State of Illinois' shared and  
19          compelling proprietary interests and respond to local  
20          economic needs as compared to the available alternative set  
21          forth in House Bill 4900 of the 96th General Assembly and  
22          proposals submitted to the Joint Committee on the  
23          Metropolitan Pier and Exposition Authority. Action by the  
24          State offers the only comprehensive means to remedy the  
25          circumstances set forth in these findings, despite the  
26          concerted and laudable voluntary efforts of the Authority,

1 labor unions, show contractors, show managers, and  
2 exhibitors.

3 (b) Definitions. As used in this Section:

4 "Booth" means the demarcated exhibit space of an  
5 exhibitor on Authority premises.

6 "Contractor" or "show contractor" means any person who  
7 contracts with the Authority, an exhibitor, or with the  
8 manager of a show to provide any services related to  
9 drayage, rigging, carpentry, decorating, electrical,  
10 maintenance, mechanical, and food and beverage services or  
11 related trades and duties for shows on Authority premises.

12 "Exhibitor" or "show exhibitor" means any person who  
13 contracts with the Authority or with a manager or  
14 contractor of a show held or to be held on Authority  
15 premises.

16 "Exhibitor employee" means any person who has been  
17 employed by the exhibitor as a full-time employee for a  
18 minimum of 6 months before the show's opening date.

19 "Hand tools" means cordless tools, power tools, and  
20 other tools as determined by the Authority.

21 "Licensee" means any entity that uses the Authority's  
22 premises.

23 "Manager" or "show manager" means any person that owns  
24 or manages a show held or to be held on Authority premises.

25 "Personally owned vehicles" means the vehicles owned

1 by show exhibitors or the show management, excluding  
2 commercially registered trucks, vans, and other vehicles  
3 as determined by the Authority.

4 "Premises" means grounds, buildings, and facilities of  
5 the Authority.

6 "Show" means a convention, exposition, trade show,  
7 event, or meeting held on Authority premises by a show  
8 manager or show contractor on behalf of a show manager.

9 "2011 Settlement Agreement" means the agreement that  
10 the Authority made and entered into with the Chicago  
11 Regional Council of Carpenters, not including any  
12 revisions or amendments, and filed with the Illinois  
13 Secretary of State Index Department and designated as  
14 97-GA-A01.

15 "Union employees" means workers represented by a labor  
16 organization, as defined in the National Labor Relations  
17 Act, providing skilled labor services to exhibitors, a show  
18 manager, or a show contractor on Authority premises.

19 (c) Exhibitor rights.

20 In order to control costs, increase the  
21 competitiveness, and promote and provide for the economic  
22 stability of Authority premises, all Authority contracts  
23 with exhibitors, contractors, and managers shall include  
24 the following minimum terms and conditions:

25 (1) Consistent with safety and the skills and training



1 necessary to perform the task, as determined by the  
2 Authority, an exhibitor and exhibitor employees are  
3 permitted in a booth of any size with the use of the  
4 exhibitor's ladders and hand tools to:

5 (i) set-up and dismantle exhibits displayed on  
6 Authority premises;

7 (ii) assemble and disassemble materials,  
8 machinery, or equipment on Authority premises; and

9 (iii) install all signs, graphics, props,  
10 balloons, other decorative items, and the exhibitor's  
11 own drapery, including the skirting of exhibitor  
12 tables, on the Authority's premises.

13 (2) An exhibitor and exhibitor employees are permitted  
14 in a booth of any size to deliver, set-up, plug in,  
15 interconnect, and operate an exhibitor's electrical  
16 equipment, computers, audio-visual devices, and other  
17 equipment.

18 (3) An exhibitor and exhibitor employees are permitted  
19 in a booth of any size to skid, position, and re-skid all  
20 exhibitor material, machinery, and equipment on Authority  
21 premises.

22 (4) An exhibitor and exhibitor employees are  
23 prohibited at any time from using scooters, forklifts,  
24 pallet jacks, condors, scissors lifts, motorized dollies,  
25 or similar motorized or hydraulic equipment on Authority  
26 premises.

1           (5) The Authority shall designate areas, in its  
2 discretion, where exhibitors may unload and load exhibitor  
3 materials from privately owned vehicles at Authority  
4 premises with the use of non-motorized hand trucks and  
5 dollies.

6           (6) On Monday through Friday for any consecutive 8-hour  
7 period during the hours of 6:00 a.m. and 10:00 p.m., union  
8 employees on Authority premises shall be paid  
9 straight-time hourly wages plus fringe benefits. Union  
10 employees shall be paid straight-time and a half hourly  
11 wages plus fringe benefits for labor services provided  
12 after any consecutive 8-hour period; provided, however,  
13 that between the hours of midnight and 6:00 a.m. union  
14 employees shall be paid double straight-time wages plus  
15 fringe benefits for labor services.

16           (7) On Monday through Friday for any consecutive 8-hour  
17 period during the hours of 6:00 a.m. and 10:00 p.m., a show  
18 manager or contractor shall charge an exhibitor only for  
19 labor services provided by union employees on Authority  
20 premises based on straight-time hourly wages plus fringe  
21 benefits along with a reasonable mark-up. After any  
22 consecutive 8-hour period, a show manager or contractor  
23 shall charge an exhibitor only for labor services provided  
24 by union employees based on straight-time and a half hourly  
25 wages plus fringe benefits along with a reasonable mark-up;  
26 provided, however, that between the hours of midnight and

1           6:00 a.m. a show manager or contractor shall charge an  
2           exhibitor only for labor services provided by union  
3           employees based on double straight-time wages plus fringe  
4           benefits along with a reasonable mark-up.

5           (8) (Blank). ~~On Saturdays for any consecutive 8 hour~~  
6           ~~period, union employees on Authority premises shall be paid~~  
7           ~~straight time and a half hourly wages plus fringe benefits.~~  
8           ~~After any consecutive 8 hour period, union employees on~~  
9           ~~Authority premises shall be paid double straight time~~  
10          ~~hourly wages plus fringe benefits; provided, however, that~~  
11          ~~between the hours of midnight and 6:00 a.m. union employees~~  
12          ~~shall be paid double straight time wages plus fringe~~  
13          ~~benefits for labor services.~~

14          (9) (Blank). ~~On Saturdays for any consecutive 8 hour~~  
15          ~~period, a show manager or contractor shall charge an~~  
16          ~~exhibitor only for labor services provided by union~~  
17          ~~employees on Authority premises based on straight time and~~  
18          ~~a half hourly wages plus fringe benefits along with a~~  
19          ~~reasonable mark up. After any consecutive 8 hour period, a~~  
20          ~~show manager or contractor shall charge an exhibitor only~~  
21          ~~for labor services provided by union employees based on~~  
22          ~~double straight-time hourly wages plus fringe benefits~~  
23          ~~along with a reasonable mark up; provided, however, that~~  
24          ~~between the hours of midnight and 6:00 a.m. a show manager~~  
25          ~~or contractor shall charge an exhibitor only for labor~~  
26          ~~services provided by union employees based on double~~

1 ~~straight time wages plus fringe benefits along with a~~  
2 ~~reasonable mark-up.~~

3 (10) (Blank). ~~On Sundays and on State and federal~~  
4 ~~holidays, union employees on Authority premises shall be~~  
5 ~~paid double straight time hourly wages plus fringe~~  
6 ~~benefits.~~

7 (11) (Blank). ~~On Sundays and on State and federal~~  
8 ~~holidays, a show manager or contractor shall charge an~~  
9 ~~exhibitor only for labor services provided by union~~  
10 ~~employees on Authority premises based on double~~  
11 ~~straight time hourly wages plus fringe benefits along with~~  
12 ~~a reasonable mark-up.~~

13 (12) The Authority has the power to determine, after  
14 consultation with the Advisory Council, the work  
15 jurisdiction and scope of work of union employees on  
16 Authority premises during the move-in, move-out, and run of  
17 a show, provided that any affected labor organization may  
18 contest the Authority's determination through a binding  
19 decision of an independent, third-party arbitrator. When  
20 making the determination, the Authority or arbitrator, as  
21 the case may be, shall consider the training and skills  
22 required to perform the task, past practices on Authority  
23 premises, safety, and the need for efficiency and exhibitor  
24 satisfaction. These factors shall be considered in their  
25 totality and not in isolation. The Authority's  
26 determination must be made in writing, set forth an

1 explanation and statement of the reason or reasons  
2 supporting the determination, and be provided to each  
3 affected labor organization. The changes in this item (12)  
4 by this amendatory Act of the 97th General Assembly are  
5 declarative of existing law and shall not be construed as a  
6 new enactment. Nothing in this item permits the Authority  
7 to eliminate any labor organization representing union  
8 employees that provide labor services on the move-in,  
9 move-out, and run of the show as of the effective date of  
10 this amendatory Act of the 96th General Assembly.

11 (13) (Blank). ~~During the run of a show, all stewards of~~  
12 ~~union employees shall be working stewards. Subject to the~~  
13 ~~discretion of the Authority, no more than one working~~  
14 ~~steward per labor organization representing union~~  
15 ~~employees providing labor services on Authority premises~~  
16 ~~shall be used per building and per show.~~

17 (14) An exhibitor or show manager may request by name  
18 specific union employees to provide labor services on  
19 Authority premises consistent with all State and federal  
20 laws. Union employees requested by an exhibitor shall take  
21 priority over union employees requested by a show manager.

22 (15) A show manager or show contractor on behalf of a  
23 show manager may retain an electrical contractor approved  
24 by the Authority or Authority-provisioned electrical  
25 services to provide electrical services on the premises. If  
26 a show manager or show contractor on behalf of a show

1 manager retains Authority-provisioned electrical services,  
2 then the Authority shall offer these services at a rate not  
3 to exceed the cost of providing those services.

4 (16) Crew sizes for any task or operation shall not  
5 exceed 2 persons unless, after consultation with the  
6 Advisory Council, the Authority determines otherwise based  
7 on the task, skills, and training required to perform the  
8 task and on safety.

9 (17) An exhibitor may bring food and beverages on the  
10 premises of the Authority for personal consumption.

11 (18) Show managers and contractors shall comply with  
12 any audit performed under subsection (e) of this Section.

13 (19) A show manager or contractor shall charge an  
14 exhibitor only for labor services provided by union  
15 employees on Authority premises on a minimum half-hour  
16 basis.

17 The Authority has the power to implement, enforce, and  
18 administer the exhibitor rights set forth in this subsection,  
19 including the promulgation of rules. The Authority also has the  
20 power to determine violations of this subsection and implement  
21 appropriate remedies, including, but not limited to, barring  
22 violators from Authority premises. The provisions set forth in  
23 this Section are binding and equally applicable to any show  
24 conducted at Navy Pier, and this statement of the law is  
25 declarative of existing law and shall not be construed as a new  
26 enactment. The Authority may waive the applicability of only

1 item (6) of this subsection (c) to the extent necessary and  
2 required to comply with paragraph 1 of Section F of the 2011  
3 Settlement Agreement, as set forth on Page 12 of that  
4 Agreement.

5 (d) Advisory Council.

6 (1) An Advisory Council is hereby established to ensure  
7 an active and productive dialogue between all affected  
8 stakeholders to ensure exhibitor satisfaction for  
9 conventions, exhibitions, trade shows, and meetings held  
10 on Authority premises.

11 (2) The composition of the Council shall be determined  
12 by the Authority consistent with its existing practice for  
13 labor-management relations.

14 (3) The Council shall hold meetings no less than once  
15 every 90 days.

16 (e) Audit of exhibitor rights.

17 The Authority shall retain the services of a person to  
18 complete, at least twice per calendar year, a financial  
19 statement audit and compliance attestation examination to  
20 determine and verify that the exhibitor rights set forth in  
21 this Section have produced cost reductions for exhibitors and  
22 those cost reductions have been fairly passed along to  
23 exhibitors. The financial statement audit shall be performed in  
24 accordance with generally accepted auditing standards. The

1 compliance attestation examination shall be (i) performed in  
2 accordance with attestation standards established by the  
3 American Institute of Certified Public Accountants and shall  
4 examine the compliance with the requirements set forth in this  
5 Section and (ii) conducted by a licensed public accounting  
6 firm, selected by the Authority from a list of firms  
7 prequalified to do business with the Illinois Auditor General.  
8 Upon request, a show contractor or manager shall provide the  
9 Authority or person retained to provide auditing services with  
10 any information and other documentation reasonably necessary  
11 to perform the obligations set forth in this subsection. Upon  
12 completion, the report shall be submitted to the Authority and  
13 made publicly available on the Authority's website.

14 (f) Exhibitor service reforms. The Authority shall make every  
15 effort to substantially reduce exhibitor's costs for  
16 participating in shows.

17 (1) Any contract to provide food or beverage services  
18 in the buildings and facilities of the Authority, except  
19 Navy Pier, shall be provided at a rate not to exceed the  
20 cost established in the contract. The Board shall  
21 periodically review all food and beverage contracts.

22 (2) A department or unit of the Authority shall not  
23 serve as the exclusive provider of electrical services.

24 (3) Exhibitors shall receive a detailed statement of  
25 all costs associated with utility services, including the



1 cost of labor, equipment, and materials.

2 (g) Severability. If any provision of this Section or its  
3 application to any person or circumstance is held invalid, the  
4 invalidity of that provision or application does not affect  
5 other provisions or applications of this Section that can be  
6 given effect without the invalid provision or application.

7 (Source: P.A. 96-898, eff. 5-27-10; 96-899, eff. 5-28-10.)

8 Section 99. Effective date. This Act takes effect upon  
9 becoming law.