

PROJECT LABOR AGREEMENT

Between

The Central Illinois Building &
Construction Trades Council,



And

City of Springfield,



Contract# 1

[2]

SAMPLE

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ARTICLE I - PURPOSE

This Agreement is entered into this first day of [__ 3 __], by and between the City of Springfield ("City"), its successors or assignees and the Springfield Building & Construction Trades Council acting on behalf of their respective affiliates and members whose names are subscribed hereto and who have, through their duly authorized officers, executed this Agreement, hereinafter collectively called the "Union or Unions," with respect to the construction of the City of Springfield Contract#1 [__ 2 __] in Springfield, Illinois, hereinafter referred to as "Project."

It is anticipated that the project shall be divided into phases, collectively referred to as the "Project." The terms and conditions of this Agreement shall apply to each of the building phases.

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement, including the City when it performs construction work within the scope of this Agreement.

The Parties to this Project Labor Agreement acknowledge that the construction of the City of Springfield Contract#1 [__ 2 __] Project in Springfield, Illinois, is important to the development of City of Springfield [__ 2 __] and its long-term goal to meet the needs and safety of the citizens of the City of Springfield. The Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor management cooperation and stability.

The Contractor(s) and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craft workers for the construction of the Project.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on this construction project, and to encourage cooperation between the Contractor(s) and Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties of this Agreement.

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all contractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, interruption or other disruption of or interference with the work covered by this Agreement.

ARTICLE II - SCOPE OF AGREEMENT

Section 1. This Project Agreement shall apply and is limited to the recognized and accepted historical definition of any and all publicly bid work under the direction of and performed by the Contractor(s), of whatever tier, who have contracts awarded for such work on the Project. Such work shall include on site work and fabrication work offsite by the trade who will install that fabricated product. This excludes products or materials manufactured by an established manufacturer or fabricator for the project.

The Project is defined as the scope of work on site for the City of Springfield Contract#1 [2] Project in Springfield, Illinois.

It is agreed that the City shall require all Contractors of whatever tier, who have been awarded contracts for publicly bid work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Labor Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. ***The City shall, in its bid documents, require compliance with this Agreement by the Contractors, unless such requirement is waived in accordance with the City Council. It is further agreed that, where there is a conflict, City policy, state statutes and federal laws will take precedent followed then by the terms and conditions of this Project Labor Agreement which shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements***

Section 2. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

Section 3. This Agreement shall be binding only on the Local Union signatories, the City, and the Project's contractors and subcontractors who provide work on the Project, and, except for the third paragraph of Article II, Section 1 hereof, this Agreement shall not apply to their parents, affiliates, subsidiaries, owners or partners.

Section 4. The Contractors agree to be bound by the terms of the Collective Bargaining Agreements and amendments thereto of the affiliates of the Springfield Building and Construction Trades Council and the applicable employers association, if any. Such agreements are incorporated herein by reference. In order to comply with the requirements of the various fringe benefit funds to which the Contractor is to contribute, the Contractor shall sign such participation agreements as are necessary. Upon written notice from any fringe benefit fund, the City, and/or the General Contractor will withhold payment of delinquencies occurring on this project from the involved Contractor except as required by law.

Section 5. The City will follow its procurement code for awarding bids for these projects without reference to the existence or nonexistence of any agreements between such bidder and any party to this Agreement, provided that such bidder, as a condition of such selection, accedes to become a party and to be bound to this Project Labor Agreement in the event of a successful bid. Nothing herein shall require said bidder to adhere to the terms of this Project Labor Agreement beyond the term, or mutually agreed upon extension(s), thereof. ***It is understood that where there is a conflict, City policy, state statutes and federal laws will take precedent followed then by the terms and conditions of this Project Labor Agreement which shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements.***

Section 6. Items specifically excluded from the scope of this Agreement include, but are not limited to, furnishing and/or delivery of materials, supplies or equipment, and installation of specialty systems, materials, equipment and product. Specialty work is work that a trade has not historically performed or established a precedent of skill and/or supplying employees to perform such work. The City and Contractors may make a determination in the consideration of warranty and exceptional items.

Section 7. Nothing contained herein shall be construed to prohibit or restrict the City and/or its employees from performing work not covered by this Project Labor Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Contractors and accepted by the City, the Project Labor Agreement will not have further force or effect on such items or areas, except when the Contractors are directed by the City to engage in repairs, modifications, check-out, and warranty functions required by its contract with the City during the term of this Agreement.

Section 8. It is understood that the City, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 9. It is understood that the liability of any employer and the liability of the separate unions under this Agreement shall be several and not joint. The unions agree that this Agreement does not have the effect of creating any joint employer status between or among the City, the Contractor(s) or any other employer.

Section 10. Authorized representative(s) of the Springfield building and Construction Trades Council and the applicable employers association, if any, and their affiliated unions, shall have access to the Project consistent with applicable Collective Bargaining Agreements, City of Springfield policies regarding visitors and safety.

ARTICLE III - UNION RECOGNITION

Section 1. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdiction working on the Project within the scope of this Agreement. ***It is further agreed that, where there is a conflict, City policy, state statutes and federal laws will take precedent followed then by the terms and conditions of this Project Labor Agreement which shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements.***

Section 2. All employees covered by this Agreement who are members of the union on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union during the term of this Agreement from and after the seventh (7th) day following their employment or the effective date of this Agreement, whichever is later.

No request for discharge of any employee will be requested of any Employer pursuant to a union security clause as long as the employee timely offers to pay uniformly required dues and initiation fees.

Section 3. Authorized representatives of the union and their Local Union shall have access to the Project, provided they do not interfere with the work of the employees and, further provided, that such representatives fully comply with the visitor, safety and security rules established for the Project.

Section 4. Each Union, which is a party to this Agreement, or its applicable Local Union, shall have the right to designate a working journeyman as a Steward. Such designated Steward shall be a qualified worker performing the work of the craft and shall not exercise any supervisory functions. Each Steward shall be concerned with the employees of his or her own employer and not with the employees of any other employer. Stewards shall not be subject to layoff if qualified to perform the work and there is adequate work available for the craft.

ARTICLE IV - MANAGEMENT' S RIGHTS

Section 1. The City and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, City policy, and/or state/federal law, the Contractors shall direct their working forces at their prerogative, including, but not limited to, hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. Unless specified in the Project, there shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

Section 2. The Project Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, City policy, and/or state/federal law, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. Unless specified in the Project, there shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

ARTICLE V - WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee at any City site, and there shall be no lockout by the Contractor or the City. Failure of any Union, Local Union or employee to cross any picket line established at the Project site is a violation of this Article.

Section 2. The Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, sympathy strike, picketing or other disruptive activity at the project site or any other site, and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Section 3. Neither the Union nor its applicable Local Union shall be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of his office to cause the Local

Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his/her office to cause the employees of the Local Union to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

ARTICLE VI - DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, sympathy strikes or work stoppages.

Section 2. The City, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any unresolved questions or disputes arising out of and during the term of this Project Labor Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. If Local Unions have an established grievance procedure in their collective bargaining agreement, grievances shall be referred to the Local Union's grievance procedures for resolution. If no Local Union procedure exists, proceed to Step 2.

Step 2. a) When any employee subject to the provisions of the Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after having knowledge of the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the City shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 3 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

b) Should the Local Union(s) or the City or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three

(3) working days, the dispute may be reduced to writing and proceed to Step 3 in the same manner as outlined herein for the adjustment of an employee complaint.

c) Notify the City's Director of Operations and Maintenance within 48 hours if grievance has reached Step 2.

Step 3. The International Union Representative and the involved contractor shall meet within seven (7) working days of the referral of a dispute to this third step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 4 within seven (7) calendar days thereafter.

Step 4. a) If the grievance has been submitted but not adjusted under Step 3, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing.

The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

No action under this Section shall become a basis for a work stoppage under this Agreement.

ARTICLE VII - JURISDICTIONAL DISPUTES

Section 1. As used in this Agreement, the term "jurisdiction dispute" shall be defined as any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to any other employer, contractor, or organization on the site.

Section 2. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with traditionally recognized craft trade jurisdiction and the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

a) All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades

Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. The signatory parties to this Agreement agree that jurisdictional disputes cannot and shall not interfere with the efficient and continuous operations required for the successful application of this Agreement. All jurisdictional disputes shall be resolved without occurrence of any strike, sympathy strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Equipment or material delivered to the job site will be unloaded promptly without regard to jurisdictional disputes which will be handled as per the provisions of this Agreement. The Contractor will supply the union with delivery schedules, allowing as much time as possible to verify the appropriate crafts will be available to unload the materials or equipment.

Section 5. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The City will be advised in advance of all such conferences and may participate if they wish.

ARTICLE VIII - SUBCONTRACTING

The City agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement. Attachment A requires a signature before work may commence. Excluding specialty type contractors or subcontractors and those described in Article II Section 6.

ARTICLE IX - APPRENTICES/TRAINEES/HELPERS/SUBJOURNEYMEN

Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent and skilled workers in the construction industry, the Contractor will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the crafts in which they are indentured. The required ratio of apprentices for this Project shall be established in accordance with the ratios that exist in the current local collective bargaining agreement(s).

ARTICLE X - WAGES AND BENEFITS

Section 1. The wage rates and fringe benefit contributions applicable to this project shall be those in effect for comparable work in the respective Unions' local collective bargaining agreement with the historically recognized local employer bargaining group. It is agreed that Project Wage Schedule(s) will be made a part of this Agreement and all employees covered by this Agreement shall be paid accordingly. It is further agreed that the Contractor will accept and adopt any subsequent wage rate and fringe benefit contribution increases or decreases negotiated during the

term of this Agreement. The City follows the Prevailing Wage Act which is congruent with the other terms of Article X Section 1.

Section 2. If during the term of this Agreement a signatory Union's referenced local labor agreement fails to be renegotiated in a timely manner (i.e. prior to the expiration of the local agreement), the Unions agree that they will not under any circumstances strike, withdraw people from the project, or in any manner interrupt or impede the progress of the work. There shall be no lockout by the Contractor. The wage rates and fringe benefit contributions that are in effect prior to the expiration of the local agreement will be paid until such time as the wage rates and/or fringe benefit contributions are negotiated, at which time said wage rates and fringe benefit contributions will be implemented retroactively.

ARTICLE XI - REFERRAL OF EMPLOYEES

Section 1. The Contractor recognizes the Unions as the source of employment referrals. The appropriate Union will be contacted and shall refer all applicants for employment in accordance with the Union's established referral rules and practices.

Section 2. Selection of applicants for referral jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies, or requirements. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the Union or based on race, creed, color, sex, age or national origin of such employee or applicants.

ARTICLE XII - WORK RULES

Section 1. The Project contractor may establish reasonable project rules, as it deems appropriate. These project rules shall be discussed with the Union in advance of implementation at the pre-job or Labor/Management meeting.

ARTICLE XIII - SAFETY AND HEALTH

Section 1. The employees covered by the terms of this agreement shall at all times while in the employment of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act.

Section 2. Employees must use diligent care to perform their work in a safe manner and to protect themselves and the property of their employer. Failure to do so may result in immediate dismissal.

Section 3. In order to protect the safety and health of employees, all parties agree to comply with the applicable provisions of state and federal laws and regulations relating to job safety, health and safe work practices.

Section 4. The dangers and costs which alcohol and other chemical abuses can create in the construction industry in terms of safety and productivity are significant. The parties to this

Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment will contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interest of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms of the employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlines in the Union's applicable local Agreement.

Section 5. It shall be the exclusive responsibility of each Contractor to assure conditions for its employees and compliance by them with any safety rules established for the Project. Nothing in this Agreement will make the Union or any of its Local Unions liable to any employees or to other persons in the event that injury or accident occurs.

ARTICLE XIV - LABOR/MANAGEMENT MEETING

A Labor/Management meeting between the Contractors and Sub-Contractors on the Project and a Business Representative of each Local Union performing work in the Project shall meet as needed either on site or at another pre-designated site for the purpose of fully communicating all pertinent project information, i.e. project progress, safety, schedule, manpower needs, etc. and addressing issues that promote and benefit the successful completion of the Project. A special meeting may be called at any time, by either the Contractors or Labor whenever an issue(s) of significant importance arises.

ARTICLE XV - GENERAL SAVINGS CLAUSE

If any article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the Project Contractor and the union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question. Any final determination that any provision of this Agreement violates any law or is otherwise not binding and enforceable, shall have no effect on the validity of the remaining provisions of this Agreement.

ARTICLE XVI - TERM OF AGREEMENT

This Agreement shall be effective as of the first day of [3], and shall remain in full force and effect during the entire period of the Project construction described in Article II, Section 1, at which time this Project Labor Agreement shall automatically terminate.

This Agreement may be amended or supplemented only by the mutual consent of the parties hereto, deduced to writing and duly signed by each.

[SIGNATURES ON NEXT PAGE]

SAMPLE

SIGNATURES

CITY OF SPRINGFIELD

CENTRAL ILLINOIS BUILDING AND
CONSTRUCTION TRADES COUNCIL

By: _____

By: _____

SAMPLE

PROJECT LABOR AGREEMENT

Between

The Central Illinois Building & Construction Trades Council

And City of Springfield

Contract#1

[2]

Attachment A

LETTER OF ASSENT

Pursuant to Article II, Scope of Agreement, Section 1, and Article XV, Subcontracting, of this project Labor Agreement, the undersigned contractor hereby agrees to comply with and be bound by all terms and conditions of the Project Labor Agreement.

This "Letter or Assent" will remain in effect for the duration of the Project, after which this understanding will automatically terminate.

Contractor: _____

Address: _____

Telephone: _____

FAX: _____

By: _____

(Print Name)

Signature: _____

Title: _____

Date: _____, 20____