
PROJECT LABOR AGREEMENT

This Project Labor Agreement ("Agreement") is entered into by and among _____, ("Owner") and _____ ("General Contractor") for and on behalf of General Contractor and any contractors or subcontractors of whatsoever tier ("Subcontractors") engaged to perform Construction Work on the Project (as those terms are defined below), and by each of the undersigned labor organizations affiliated with the Chicago and Cook County Building & Construction Trades Council, AFL-CIO Building and Construction Trades Department ("Union" or "Unions").

WHEREAS, Owner is the owner of real property located at _____ in _____, Cook County, Illinois ("Site") for which it has entered into a construction contract with General Contractor for the construction of _____ ("Project"). General Contractor is responsible for the construction of the Project pursuant to said contract, and because of the size, scope, cost and duration of the Project, the parties to this Agreement have determined that it is in their best interest to have the Project completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with, or delay the Project.

WHEREAS, the parties have determined that it is desirable to eliminate the potential for friction and disruption of the Project by using their best efforts and ensuring that all Construction Work is performed by the Unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and if possible, strengthened, and that the ultimate beneficiary remains the Owner; and,

WHEREAS, the Owner and General Contractor acknowledge that each of them has a serious and ongoing concern regarding labor relations associated with the Project and through its completion irrespective of the existence of a collective bargaining relationship with any of the signatory Unions.

NOW THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation, and stability, the parties agree as follows:

1. During the Term of this Agreement, Owner and General Contractor shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, de-construction, demolition, rehabilitation or renovation work ("Construction Work") for the Project covered under this Agreement or within the trade jurisdiction of the signatory Unions, to be performed at the Site of construction or off site solely for installation at the Site provided such a provision is in the collective bargaining agreement (see Appendix "A" for "Description of Work", including all tenant improvements), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the current applicable area-wide collective bargaining agreement(s) with the Union(s) or the appropriate trade/craft union(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council"). Copies of all such current collective bargaining agreements constitute Appendix B of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the Term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by General Contractor and all Subcontractors.

2. With respect to a Subcontractor who is a successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.
3. During the Term of this Agreement, Owner, General Contractor, and Subcontractors shall engage in no lockout at the Site.
4. During the Term of this Agreement, no Union signatory hereto, or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of the Site for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements referred to in Appendix B. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, in no event shall any adverse job action be directed against the Project Site. Rather, all provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for all employees working at the Project Site, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement.
5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.
6. General Contractor and any Subcontractor signatory or otherwise bound, stipulated, or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by General Contractor or a Subcontractor shall be subject to the Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at the Project Site shall continue without disruption or hindrance of any kind during any Grievance/Arbitration procedure.
7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, and any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.
8. This Agreement shall expire upon the completion of the Project ("Term").
9. In the event a dispute shall arise between General Contractor or a Subcontractor and any signatory Union and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions and/or wages provided under the collective bargaining agreement, upon proper notice to Owner, General Contractor, and the relevant Subcontractor by the applicable Union or fringe benefit fund, an amount sufficient to satisfy the amount claimed

shall be withheld from the Subcontractor's regularly scheduled periodic payment from the Owner or General Contractor, or their agents, until such time as said claim is resolved.

10. In the event of a jurisdictional dispute by and between any Unions signatory hereto, such Unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including employers and Subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:

a.) Representatives of the affected Unions shall meet on the job site or mutually agreed location within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)

b.) If no settlement agreement is reached during the proceedings contemplated by Paragraph "a" above, the matter shall be immediately referred to the Joint Conference Board, established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix C and specifically incorporated into this Agreement.

11. This Agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and General Contractor and Subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NTD Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

12. 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 labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be directed which may arise during the Term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The representative of the signatory Unions shall be Ralph Affrunti, or his designee, President of the Chicago & Cook County Building & Construction Trades Council. The representative of Owner shall be _____, and the representative of General Contractor shall be _____.

13. 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. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

14. Owner and General Contractor, on behalf of themselves and all Subcontractors, agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) applicable to the employees working on the Project shall be that as contained, or otherwise provided for, in the applicable area-wide collective bargaining agreements attached as Appendix B to this Agreement. Nothing in the foregoing shall limit the Owner, General Contractor and/or a Subcontractor, from instituting its own substance abuse policy governing other employees performing work on the Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owner, General Contractor and/or a Subcontractor may apply.
15. The parties agree that, in addition to the wages and fringe benefits contained in the attached collective bargaining agreements, General Contractor, on behalf of all Subcontractors who become signatory to the Agreement, shall pay a one-time total amount of Five Thousand Dollars (\$5,000.00) to the Chicago & Cook County Construction Industry Labor-Management Cooperation Committee Trust (“The Trust”). In addition to the statutory purposes set forth in the Labor-Management Cooperation Committee Act of 1978 (29 U.S.C. Section 175a) and the Congressional Statement of Purposes set forth in Section 6(b) of Public Law 95-524, the activities of the Trust shall include the dispute resolution mechanics as provided herein. Payment shall be made within three days of the execution of this Agreement.

Complimentary with the purposes of the Trust, the parties recognized desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The parties agree that the Council and Unions shall utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the “Center”) and the Center’s “Helmets to Hardhats” program to service as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The parties also agree that the Council and Unions shall coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Council and Unions will give appropriate credit to such veterans for bona fide, provable past experiences, in the building and construction industry.

16. The parties agree that the administration of this Agreement is an integral element of the achievement of the goals and the objectives of the Agreement. They further agree that effective and immediate communication between and among the parties is vitally necessary to minimize the potential for disputes and their escalation. To that end, the Council and General Contractor shall meet no less that quarterly to review and discuss the status of the Project, and any problems or disputes that have arisen which could potentially result in a grievance.

17. The Council requires that a Pre-Job Conference be conducted with General Contractor, all Subcontractors, and all applicable Unions prior to the commencement of Construction Work on the Project.
18. Authorized representatives of the Council and Unions shall have access to the Project, provided that they first notify General Contractor of their arrival, that they do not interfere with the work of the employees, and provided further that such representatives fully comply with the visitor and security rules established for the Project by General Contractor.
19. In addition to the provisions of Paragraph 10(b) for minimizing the potential for disputes the Council agrees to work with all parties to provide and maintain harmonious labor relations during the Term of the Agreement. The parties agree and accept that the Council does not have the legal ability or authority to bind its affiliates, nor does it have the authority to modify the terms and conditions of any collective bargaining agreement.
20. This document with each of the attachments, including Appendices A through D, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement of the parties.
21. All parties represent that they have full legal authority to enter into this Agreement.

_____ *Jon Rosenblatt – G&R Public Law & Strategies* _____
Initials Date

The undersigned, as the Owner and Labor Organization, agree to all of the terms and conditions contained in this Agreement.

Dated this the ____ day of _____, 20__ in Chicago, Cook County, Illinois.

Name of Project Labor Agreement

On behalf of Owner: _____
Name of Owner

Its Duly Authorized Officer/Representative (Signature)

Print Name

On behalf of General Contractor: _____
Name of General Contractor

Its Duly Authorized Officer/Representative (Signature)

Print Name

On behalf of Labor Organization _____
Name of Labor Organization

Its Duly Authorized Officer/Representative (Signature)

Print Name

APPENDIX A

DESCRIPTION OF WORK

(Please include approximate construction value for this Project.)

APPENDIX B

AREA-WIDE COLLECTIVE BARGAINING AGREEMENT(S)

(Please note: Each Area Wide Collective Bargaining Agreement for our affiliated Labor Organizations will be provided once the Labor Organization signs the PLA.)

APPENDIX C
STANDARD AGREEMENT

APPENDIX D
PROPOSED MODIFICATIONS