East Central Illinois Building & Construction Trades Council

Champaign Unit 4 School District

Project Labor Agreement

1. This Agreement is entered into to facilitate the timely completion of construction and renovation projects at Champaign Community Unit School District No. 4 ("the District"). The District’s academic year schedule and related student needs requires the timely completion of projects within precise and limited time parameters. Strikes and other work stoppages could delay the completion of certain projects, disadvantaging the District’s students. Skilled craftsmen are needed by the District to achieve the quality of workmanship essential to meeting public expectations and interests. Furthermore, the parties to this Agreement believe it to be in their mutual interest to promote the efficiency of construction operations and provide for peaceful settlement of labor disputes without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work. It is also the intent of the parties to set standard working conditions for the efficient performance of work at the District, to establish and maintain harmonious relations between all parties to the Agreement, to secure optimum productivity and to eliminate strikes, lockouts, or delays in the performance of work at the District.

2. The District agrees to include the attached Project Labor Agreement ("PLA"), or mutually agreed successor versions, as part of Request for Proposals on selected referendum construction projects which exceed Fifty Thousand Dollars ($50,000.00) as determined by the District. For non-referendum work the PLA limit will be One Hundred Thousand Dollars ($100,000.00).

3. Any firm, union affiliated or not, may bid on the project. Successful bidders must become party to the PLA to be awarded a contract.

4. The East Central Illinois Building & Construction Trades Council ("the ECIBCTC"), its member unions, agents, affiliates and surrogates agree to not stop, delay, interrupt, strike, picket, harass or interfere in any way with construction projects, contractors, or employees engaged in District projects covered by a PLA.

Each union signatory 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 further agrees that it will use its best efforts (including its full disciplinary power under its applicable Constitution and By-Laws) to cause an immediate cessation thereof.

The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain work stoppages, delays, interruptions, strikes, pickets,
harassments, or interference in violation of this Agreement. This does not 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.

5. In the event that no qualified bidders bid on a project or portion thereof, the District reserves the right to request new proposals without including the PLA.

6. Nothing in this Agreement shall preclude the District from utilizing or assigning District employees to perform assigned work.

7. The term of this Agreement shall begin on January 1, 2020 and end on December 31, 2020, but may be extended by mutual agreement of the parties, as evidenced in writing.

8. Neither party to this Agreement shall be obligated to enter into any negotiations for the renewal or extension of this Agreement. If either party desires to renew or extend the Agreement, such party will notify the other party in writing at least ninety days prior to the expiration date.
IN WITNESS WHEREOF, the ECIBCTC and the District has caused this Agreement to be executed in their respective capacities effective this ____ day of ______________, ______.

BOARD OF EDUCATION
CHAMPAIGN COMMUNITY UNIT SCHOOL DISTRICT #4

President, Board of Education

Secretary, Board of Education

EAST CENTRAL ILLINOIS BUILDING & CONSTRUCTION TRADES COUNCIL
AFFILIATED Locals:

Boilermakers LU #60
International Brotherhood of Boilermakers,
Ironship Builders, Blacksmiths, Forgers &
Helpers

Bricklayers & Tilesetters LU #8
International Union of Bricklayers & Allied
Craft Workers

Carpenters Local #245
United Brotherhood of Carpenters & Joiners of
America of Chicago Regional Council

Carpenters Local #245
United Brotherhood of Carpenters & Joiners of
America of Chicago Regional Council

Glaziers LU #1168
International Brotherhood of Painters &
Allied Trades

Heat & Frost Insulators LU #318
International Association of Heat & Frost
Insulators

IBEW LU #601
International Brotherhood of Electrical
Workers

Iron Workers LU #388
International Association of Bridge, Structural &
Ornamental Iron Workers

Laborers' LU #703
Laborers' International Union of North America
Millwrights LU #1693
United Brotherhood of Carpenters & Joiners of America of Chicago Regional Council

Painters LU #363
International Brotherhood of Painters & Allied Trades

Plumbers & Pipefitters LU #149
United Association of Union Plumbers, Fitters, Welders, and Service Techs.

Roofers LU #97
United Union of Roofers, Waterproofers & Allied Workers

Teamsters LU #26
International Brotherhood of Teamsters

Operating Engineers LU #841
International Union of Operating Engineers

Plasterers & Cement Masons LU #143
Operative Plasterers & Cement Masons’ International Association

Road Sprinkler Fitters LU #669
United Association of Union Plumbers, Fitters, Welders, and Service Techs.

Sheet Metal Workers LU #218
International Association of Sheet Metal, Air, Rail, and Transportation Workers

Elevator Constructors LU #55
International Union of Elevator Constructors
East Central Illinois Building & Construction Trades Council
Project Labor Agreement

This Agreement is entered into this ______ day of ________________, ________ by the Champaign Community Unit School District #4 ("District"), ________________ ("Contractor") and the East Central Illinois Building and Construction Trades Council ("ECIBCTC") for and on behalf of its affiliates, individually and collectively, hereinafter referred to as the Union. This Agreement shall apply to work performed by the Contractors and Subcontractors on Construction known as the ____________________________ (hereinafter referred to as “the Project”).

ARTICLE 1 - INTENT AND PURPOSES

1.1 It is mutually understood that the following terms and conditions relating to employment of workers covered by this Agreement have been written in order to promote efficiency of construction operations and provide for peaceful settlement of labor disputes without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work. It is also the intent of the parties to set out standard working conditions for the efficient prosecution of said construction work, herein to establish and maintain harmonious relations between all parties of the Agreement, to secure optimum productivity and to eliminate strikes, lockout, or delays in the prosecution of the work.

(a) Therefore, the following provisions will be binding upon ________________________ and all its sub-contractors who are engaged in any construction, demolition, rehab or renovation of any Board property, at any of its sites or locations where work in furtherance of the projects is being undertaken, either by the Board, or its contractor or construction manager, as owner, coordinator, manager, contractor or purchaser relating to construction work covered by this Agreement or within the trade jurisdiction of the signatory unions (herein jointly referred to as Contractor) who shall be required to sign the Participation Agreement, attached hereto as Appendix A, and the unions during the term of this Agreement and any renewal thereafter. The Unions hereby consent to apply the terms and conditions of this Project Agreement to said sub-contractors upon their signing the Participation Agreement. It is understood that each sub-contractor will be considered and accepted by the unions as a separate employer for the purposes of collective bargaining. To the extent that the terms of this Agreement conflict with the terms of any applicable Collective Bargaining Agreements specified herein, the parties signatory hereto agree that this Agreement shall control. This Agreement may be modified by mutual consent in writing by the parties signatory hereto.

1.2 The Contractor agrees to be bound by the terms of the applicable Collective Bargaining Agreements ("CBA") and amendments thereto of the affiliates of the East Central Illinois Building and Construction Trades Council and the applicable employer association(s), if any. The applicable Collective Bargaining Agreement is that which predominates in the area for the
particular work performed by the contractor. Such agreements are incorporated herein by reference, except that the work of the International Union of Elevator Constructors on this project shall be performed under the terms of its National Agreements, with the exception of Article XI, XII, XIII of this Project Labor Agreement, which shall apply to work. It is mutually understood that where the provisions of this Agreement are at variance with any other agreement between the Contractor and the Union, the language of this Agreement shall prevail. 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.

1.3 The Contractor and the Union agree that should the CBA of any ECIBCTC affiliate signatory to this Agreement expire prior to the completion of this Project, the expired contracts’ terms will be maintained until a new CBA is ratified. The wages and fringe benefits included in any new CBA will be effective on the effective date of the newly negotiated CBA, unless wage and fringe benefit retroactivity is agreed upon by both bargaining parties.

ARTICLE 2 – RECOGNITION

2.1 The ECIBCTC shall be recognized as the bargaining representative for any of the Unions signatory hereto.

ARTICLE 3 - ADMINISTRATION OF AGREEMENT

3.1 In order to assure that all parties have a clear understanding of the Agreement, to promote harmony and address potential problems, upon written request from either ECIBCTC or the Contractor, a pre-job conference will be held with the Contractor, ECIBCTC Representatives and all signatory parties prior to the start of any work on the Project.

3.2 Upon written request from either party, representatives of the Contractor and the ECIBCTC shall meet to review the operation of this Agreement. The representatives at this meeting shall be empowered to resolve any dispute over the intent and application of the Agreement.

3.3 Upon written request from the ECIBCTC, the Contractor shall make available in writing to the ECIBCTC no less than one week prior to these meetings, a job status report, planned activities for the next 30 day period, actual numbers of craft employees on the Project and estimated numbers of employees by craft required for the next 30 day period. The purpose of this report is to allow time to address any potential jurisdictional problems and to ensure that no party signatory to the Agreement is hindering the continuous progress of the Project through a lack of planning or shortage of manpower.

ARTICLE 4 – HOURS OF WORK, OVERTIME SHIFTS AND HOLIDAYS

4.1 The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday.
Subject to the approval of the Contract and in accordance with their respective CBA, certain sub-contractors may elect an alternate definition to their standard work day and week. Starting time, which is to be established at the pre-job conference, will be applicable to all craft employees on the Project. Should job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the Project or with individual crafts, the Contractor, the legally Authorized Trade Union Representatives of the crafts involved and the ECIBCTC shall mutually agree to such changes. If work schedule change cannot be mutually agreed to between these parties, the hours fixed in this Agreement shall prevail.

4.2 All time before and after the established workday of eight hours, Monday through Friday and all the time on Saturday shall be paid in accordance with each craft’s current CBA. All time on Sundays and Holidays shall be paid for at the rate of double time.

(a) Fringe benefit payments for all overtime work shall be paid in accordance with each craft’s current CBA.

4.3 Shifts may be established when considered necessary by the Contractor. Shift pay shall be in accordance with each craft’s current CBA.

4.4 Recognized Holidays shall be as follows: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Veteran’s Day and/or the Day after Thanksgiving per the Local Unions Collective Bargaining Agreement, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent has been given by the legally Authorized Trade Union Representative having jurisdiction over the scope of work to be performed.

ARTICLE 5 – ABSENTEEISM

5.1 The Contractor and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility and the Contractor shall support such action with the work record of the involved employee. Any employee terminated for such absenteeism shall not be eligible for rehire on the Project for a period of no less than ninety days.

ARTICLE 6 – MANAGEMENT RIGHTS

6.1 The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement.

ARTICLE 7 – GENERAL WORKING CONDITIONS

7.1 Employment begins and ends at the Project site.

7.2 Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair day’s work for a fair
day's pay.

7.3 The Contractor may utilize time clocks or other systems to check employees in and out. Should such procedures be required, the techniques and rules regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.

7.4 There shall be no limit on production by employees, nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any work of the trades and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

7.5 Crew Foreman shall be utilized as per the existing CBAs. The Contractor agrees to allow Crew Foreman ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on the ability of Crew Foremen to handle tools and materials.

7.6 The Contractor may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. To the extent the Contractor intends to employ practices that are not part of this Agreement, the parties agree to meet to achieve a mutually agreeable resolution.

7.7 The Contractor may establish such reasonable rules as the Contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the Project site by the Contractor.

7.8 It is recognized that specialized or unusual equipment may be installed on the Project and in such cases the Union recognizes the right of the Contractor to involve the equipment supplier or vendor’s personnel in supervising the setting of the equipment. These personnel may make modifications and final alignment which may be necessary prior to and during the start-up procedure in order to protect factory warranties.

7.9 In order to promote a harmonious relationship between the equipment or vendor’s personnel and the Building Trades craftsmen, a meeting shall be held between the Contractor and the ECIBCTC prior to any involvement on the Project by those personnel. The Contractor will inform the EIBCTC of the nature of involvement by these personnel and the numbers of individuals to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

7.10 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 ECIBCTC and affiliated unions with delivery schedules, allowing as much time as possible to insure the appropriate crafts will be available to unload the materials or equipment.
ARTICLE 8 – SAFETY

8.1 The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act and OSHA.

(a) These rules and regulations will be published and posted at conspicuous places throughout the Project.

8.2 In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Contractor on a job site to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the ECIBCTC or any of its affiliates liable to any employees or to other persons in the event that injury or accident occurs.

8.3 The employees covered by the terms of this Agreement are required to abide by the District’s criminal background check clearance policy when working in the vicinity of students. Otherwise, they will be denied access to the jobsite.

ARTICLE 9 - SUBCONTRACTING

9.1 The Contractor 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. The furnishing of materials, supplies or equipment and the delivery thereof shall in no case be considered subcontracting.

9.2. Deliveries or removals to/from the Project site or sites of aggregate construction materials (e.g. concrete and construction rock) shall be made by employees covered by CBAs providing for the payment of the prevailing wage or subject to the applicable state or federal laws providing for the payment of the prevailing wage. Employees of contractors or subcontractors who are already on site that deliver construction materials to the site shall not be construed as making a “delivery to the project” as specified in this section.

ARTICLE 10 – UNION REPRESENTATION

10.1 Authorized representatives of the ECIBCTC and its signatory affiliates 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 and security rules established for the Project.

10.2 Each ECIBCTC affiliate, which is a party to this Agreement, shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each
steward shall be concerned with the employees of the steward’s employer and not with the employees of any other employer.

10.3 The working steward will be paid at the applicable wage rate for the job classification in which he is employed.

10.4 The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise provided in local agreements, shall be the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to discharge to the same extent that other employees are only after notification to the Union Representative. The Contractor will permit stewards sufficient time to perform the duties inherent to a steward’s responsibilities. Stewards will be offered available overtime work if qualified.

ARTICLE 11 – DISPUTES AND GRIEVANCES

11.1 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 interruption, delays, or work stoppages.

11.2 The Contractors, 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, except when any craft which has a no strike, no lockout grievance procedure which results in final and binding arbitration, then they shall use their local grievance procedures to settle such disputes.

11.3 Any questions or dispute arising out of and during the term of this Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

   Step 1: (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 steward, shall, within five working days after 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 steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter with three 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 hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight hours thereafter, pursue Step 2 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 Project Contractor or any Contractor, have a dispute with the other party and, if after conferring, a settlement is not reached within three working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2: The International Union Representative and the involved Contractor shall meet within seven working days of the referral of a dispute to this second 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 3 within seven calendar days thereafter.

Step 3: (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. If the parties are unable to agree upon an Arbitrator, the Arbitrator shall be selected from the following list of names on a rotating basis.

1. Matthew Finkin  
   306 Law Building  
   504 E. Pennsylvania Avenue  
   Champaign, IL 61820  
   mfinkin@illinois.edu  
   (217) 333-3884

2. Paul Lansing  
   2903 Valley Brook Drive  
   Champaign, IL 61820  
   plansing@illinois.edu  
   (217) 333-8141

3. Michael Leroy  
   3307 Cypress Creek  
   Champaign, IL 61822  
   arbitrator.michael.leroy@gmail.com  
   (217) 766-5012

Should an Arbitrator not be available to conduct a hearing in a timely manner, the parties shall select the next available Arbitrator on the list. 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 fees and expenses of the Arbitrator shall be borne equally between 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 the authority to change, amend, add to or detract from any of the provisions of this Agreement.

11.4 The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE 12 – JURISDICTIONAL DISPUTES

12.1 As used in this Agreement, the term “jurisdictional 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 a different class or craft of employees, regardless of that Contractor’s contractual relationship with any other employer, contractor or organization on the site.

12.2 It is agreed by and between the parties to this Agreement that any and all jurisdictional disputes shall be resolved in the following manner; each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth:

(a) Negotiations by and between the Local Business Representative of the disputing Unions and Contractor assigning the work within two business days of recognition of the dispute. Such negotiations shall be pursued until it is apparent that the dispute cannot be resolved, but such negotiations shall not exceed two business days.

(b) The parties to the jurisdictional dispute shall submit the dispute directly to an agreed upon Arbitrator, selected from the list of designated Arbitrators in Section 11.3 above based on availability, after complying with paragraph (2a) above within two business days. The Arbitrator’s decision will be final and legally binding on this Project only.

(c) In rendering a decision, the Arbitrator shall determine:

1. First, whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between National or International Unions to the dispute or agreements between local unions involved in the dispute, governs.

2. Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute in the local area, the Arbitrator shall then consider whether there is a previous decision of record governing the case, including decisions of construction arbitration panels within the State of Illinois.
3. If the Arbitrator finds that a previous decision of record governs the case, the Arbitrator shall apply the decision of record in rendering his/her decision except under the following circumstances: After notice to the other parties to the dispute prior to the hearing that intends to challenge the decision of record, if a trade challenging the decision of record is able to demonstrate that the recognized and established prevailing practice in the locality of the work has been contrary to the applicable decision of record, and that historically in that locality the work in dispute has not been performed by the other craft or crafts, the Arbitrator may rely on such prevailing practice rather than the decision of record. If the craft relying on the decision of record demonstrates that it has performed the work in dispute in the locality of the job, then the Arbitrator shall apply the decision of record in rendering his/her decision. If the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages, or the use of vertical agreements, the Arbitrator shall rely on the decision of record rather than the prevailing practice in the locality.

4. If no decision of record is applicable, the Arbitrator shall then consider the established trade practice in the industry and prevailing practice in the locality, and any party to the dispute may rely on prior decisions of record, decisions of construction industry arbitration panels within the State of Illinois.

5. Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well-being of the industry, the interest of the consumer or past practices of the employer shall not be ignored.

6. The Arbitrator shall set forth the basis for his/her decision and shall explain his/her findings regarding the applicability of the above criteria. If lower ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator’s decision shall only apply to the job in dispute. Agreements of Record are applicable only to those parties signatory to such agreements. Decisions of Record are those that were either attested to by the former Impartial Jurisdictional Disputes Board or adopted by the National Arbitration Panel. Further, the losing party(s) will be responsible for the cost of the Arbitrator.

(d) If any party to the jurisdictional dispute does not fully comply with the steps and time limit with each step, then the party in non-compliance will lose by “automatic default.”

(e) Time limits at any step can be extended if all parties to the jurisdictional dispute mutually agree in writing.

12.3 The signatory parties to this Agreement agree that all jurisdictional disputes shall be
resolved without the occurrence of any 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.

**ARTICLE 13 – WORK STOPPAGES AND LOCKOUTS**

13.1 During the term of this Agreement there shall be no strikes, sympathy strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the ECIBCTC, its affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the Project site is a violation of this Article.

13.2 The ECIBCTC and its affiliates shall not sanction, aid or abet, encourage or continue any work stoppages, sympathy strikes, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the Project site. Should any of these prohibited activities occur the Union will take the necessary action to end such prohibited activities.

13.3 No employee shall engage in any 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.

13.4 Neither the ECIBCTC nor its affiliates shall be liable for acts of employees for which it has no responsibility. The principal officer or officers of the ECIBCTC will immediately instruct, order and use the best efforts of his office to cause the affiliated union or unions to cease any violations of this Article. The ECIBCTC in its compliance with this obligation shall not be liable for unauthorized acts of its affiliates. The principal officer or officers of any involved affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A 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.

13.5 The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain work stoppages, delays, interruptions, strikes, pickets, harassments, or interference in violation of this Agreement.

**ARTICLE 14 – GENERAL SAVINGS CLAUSE**

14.1 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 State government, the Employer and the Union shall suspend the operation of such Article and provisions 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

14
question.

**ARTICLE 15 – ENTIRE AGREEMENT**

15.1 This constitutes the entire agreement between the parties hereto and may not be changed or modified except by the subsequent written agreement of the parties.

**ARTICLE 16 – TERM OF AGREEMENT**

16.1 This Agreement shall be in full force as of and from the date shown above to and including the end of all construction by the Contractor.
IN WITNESS WHEREOF, the ECIBCTC and CONTRACTOR have executed this Project Labor Agreement on this _____ day of ____________________, _______.

Contractor Signature

Print Name

Title

Company Name

Address

City, State, Zip Code

Telephone

Fax

Email

Website

Acknowledgement of Receipt

ECIBCTC President

Date
Boilermakers LU #60

Kirk W. Cooper
Business Manager
435 W. Edgewood Court
Morton, IL 61550-2497
Business Phone: (309) 266-7144
Business Fax: (309) 266-7539
Mobile Phone: (309) 339-9815
Website: www.boilermakers.org/local/60
E-Mail: kcooper@boilermakers60.org

Bricklayers LU #8

Matt Braun
President
7 North High Street, Suite 401
P.O. Box 347
Belleville, IL 62222
Business Phone: (618) 234-5340
Website: www.bac8il.com
E-Mail: mbraun@bac8il.com

Marc Landers
Secretary/Treasurer
1800 E. Adams Street
Springfield, IL 62703
Mobile Phone: (217) 725-8509
E-Mail: mlanders@bac8il.com

Carpenters LU #243

Randy Johnson
Business Agent
402 S. Duncan Road
Champaign, IL 61821
Business Phone: (217) 356-5463
Business Fax: (217) 356-2981
Mobile Phone: (217) 622-4104
Website: www.carpenters243.com
E-Mail: rjohnson@carpentersunion.org

Elevator Constructors L#55

Rod Gilles
Business Representative
400 NE Jefferson
Peoria, IL 61603
Business Phone: (309) 671-5085
E-Mail: jucc55@ameritech.net

Glaziers LU #1168

Brian Feller
Business Representative
234 W. Cerro Gordo Street
Decatur, IL 62522
Business Phone: (217) 422-5791
Business Fax: (217) 422-5793
Mobile Phone: (618) 781-9546

Heat & Frost Insulators LU#18

Jason Smith
Business Representative
3302 South East Street
Indianapolis, IN 46227
Business Phone: (317) 786-3216
Business Fax: (317) 786-3353
Mobile Phone: (317)557-0635
Website: www.dc58iupat.net
E-Mail: bfeller@dc58iupat.net

Iron Workers LU #380

Charles Black
Business Manager
1602 E. Butzow Drive
Urbana, IL 61802
Business Phone: (217) 367-6041
Business Fax: (217) 367-6614
Mobile Phone: (217) 714-1103
Website: www.ironworkers380.org
E-Mail: cbblack380@gmail.com

Website: www.insulators18.org
E-Mail: Jason.Smith.Local18@yahoo.com

IBEW LU #601

Jarrett Clem
Business Manager
3301 N. Boardwalk Drive
P.O. Box 3902
Champaign, IL 61826-3902
Business Phone: (217) 352-1741
Business Fax: (217) 352-9210
Website: www.ibew601.org
E-Mail: jcem@ibew601.org

Tui Lynch
Organizer
E-Mail: tlynch@ibew601.org

Laborers LU #703

Russell Davenport
Business Manager
108 E. Anthony Drive
Urbana, IL 61802
Business Phone: (217) 367-0703
Business Fax: (217) 384-2122
E-Mail: rusty703@att.net

Website: www.millwright1693.com
E-Mail: nhodgson@carpentersunion.org

Operating Engineers LU #841

Michael W. Wombles
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P.O. Box 400
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Business Phone: (217) 354-4858
Business Fax: (217) 354-4493
Mobile Phone: (812) 249-1831
Website: www.iuoeiocal841.com
E-Mail: MWombles@iuoeiocal841.com

Millwrights LU #1693

Painters LU #363

Nathan Hodgson
Business Manager
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Lisle, IL 60532
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Business Fax: (630) 352-6052
Website: www.millwright1693.com
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Chad Anderson
Business Representative
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Champaign, IL 61826
Business Phone: (217) 356-9114
Business Fax: (217) 356-0381
Mobile Phone: (618) 718-9538
Website: www.dc58iupat.net
E-Mail: chad363363@gmail.com
**Plasterers & Cement Masons LU #143**  
Chris Butler  
Business Manager  
3301 N. Boardwalk Drive  
P.O. Box 6569  
Champaign, IL 61826-6569  
Business Phone: (217) 356-9313  
Business Fax: (217) 621-9313  
Website: www.opcmia.org  
E-Mail: local143office@opcmia143.org

**Plumbers & Pipefitters LU #149**  
Matthew Kelly  
Business Manager  
1005 N. Dunlap Ave.  
P.O. Box 725  
Savoy, IL 61874  
Business Phone: (217) 359-5201  
Business Fax: (217) 359-9875  
Mobile Phone: (217) 621-4638  
Website: www.ualocal149.com  
E-Mail: mkelly@ualocal149.com

**Road Sprinkler Fitters #669 District #38**  
Darrin Rambo  
Business Agent  
P.O. Box 848  
Salem, IL 62881  
Business Phone: (618) 548-9669  
Business Fax: (618) 548-8988  
Mobile Phone: (618) 629-3437  
Website: www.sprinklerfitter669.org  
E-Mail: drambo669@gmail.com

**Roofers LU#97**  
Darrell Harrison  
Business Manager  
3301 N. Boardwalk Drive  
P.O. Box 6569  
Champaign, IL 61826-6569  
Business Phone: (217) 359-3922  
Business Fax: (217) 359-4722  
Website: www.rooferslocal.com  
E-Mail: darrell@rooferslocal97.com

**Sheet Metal Workers LU #218**  
Ed Robinson  
Business Manager  
605 S. Country Fair Drive  
Champaign, IL 61821-3653  
Business Phone: (217) 529-0161  
Business Fax: (217) 529-6005  
Mobile Phone: (217) 836-5524  
Website: www.smart218.org  
E-Mail: edrobinson218@gmail.com

**AFL-CIO Teamsters LU #26**  
Pat Gleason  
President  
908 N. Neil Street  
Champaign, IL 61820  
Business Phone: (217) 352-2236  
Business Fax: (217) 352-2259  
Mobile Phone: (217) 202-6794  
Website: www.teamsters26.org  
E-Mail: pgleason@teamsters26.org
Signatures for the Applicable Unions:

Asbestos Workers LU #18 Date
International Association of Heat & Frost Insulators

Ironworkers LU #380 Date
International Association of Bridge, Structural & Ornamental Iron Workers

Boilermakers Local #90 Date
International Brotherhood of Boilermakers, Ironship Builders, Blacksmiths, Forgers & Helpers

Laborers’ LU #703 Date
Laborers’ International Union of North America

Bricklayers & Tilesetters LU #8 Date
International Union of Bricklayers & Allied Craftworkers

Millwrights LU #1093 Date
United Brotherhood of Carpenters & Joiners of America of Chicago Regional Council

Carpenters Local # 243 Date
United Brotherhood of Carpenters & Joiners of America of Chicago Regional Council

Operating Engineers LU #841 Date
International Union of Operating Engineers

Electricians LU #801 Date
International Union of Electrical Workers

Painters LU #363 Date
International Brotherhood of Painters & Allied Trades

Elevator Constructors LU #55 Date
International Union of Elevator Constructors

Plasterers & Cement Masons LU #143 Date
Operative Plasterers & Cement Masons’ International Association of the United States and Canada

Glaziers LU #1168 Date
International Brotherhood of Painters & Allied Trades

Plumbers & Steamfitters LU #149 Date
United Association of Journeymen & Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada
Road Sprinkler Fitters LU #669  Date
United Association of Journeymen & Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada

Roofers LU #97  Date
United Union of Roofers, Waterproofers & Allied Workers

Sheet Metal Workers LU #218  Date
Sheet Metal Workers International Association

Teamsters LU #26  Date
International Brotherhood of Teamsters
APPENDIX A

PARTICIPATION AGREEMENT

The undersigned Contractor or Subcontractor, subcontracting to ________________________ agrees to be bound to the attached Project Labor Agreement negotiated between ________________________ and the East Central Illinois Building and Construction Trades Council on behalf of its affiliates.

____________________________________
Contractor, Subcontractor

By: __________________________________

Date: ________________________________