



*Skilled Union Craftsmen
Professional Union Contractors*

BLUEPRINT FOR SUCCESS

A Labor-Management Project Agreement

I. Preamble

To accomplish the goals of quality, cost effectiveness and timeliness requires that all participants exhibit a positive attitude intent on success. There must exist amongst all parties a willingness to cooperate fully in devoting themselves to the goals of the project.

This program has no room for adverse relationships, but only a true spirit of cooperation and commitment. It is essential that the work required to construct this project be accomplished in an efficient and economical manner so as to provide productivity, the highest levels of quality, and the total elimination of delays. This commitment will establish new plateaus in labor/management cooperation.

Therefore, ***The Metropolitan Water Reclamation District of Greater Chicago***, its Contractor and subcontractor(s) of whatever tier, the Will & Grundy Counties Building Trades Council, and the Three Rivers Construction Alliance dedicate themselves to the goal that together, in full cooperation, local labor and management will produce a project of excellent quality, as economically as possible, in a safe environment, under favorable working conditions.

II. Introduction

This Agreement is entered into this ____ day of ***October, 2018***, by and between ***Metropolitan Water Reclamation District of Greater Chicago*** (hereinafter called "***MWRD***"); and the Will & Grundy Counties Building Trades Council (hereinafter called the "***Union***"), acting in their own behalf and on behalf of their respective affiliates and members; and the Three Rivers Construction Alliance (hereinafter called the "***Alliance***"), acting on their own behalf and on behalf of their respective affiliates and members, with respect to "***Qualifying projects at the Lockport Powerhouse and Lockport Controlling Works***" in ***Will County, Illinois***.

It is understood by the parties to this Agreement that other contractors awarded construction work directly or indirectly by the "***MWRD***" will execute this Agreement and become signatory contractors for the purpose of this work.

The intent of the parties to this Agreement is to establish labor and management cooperation between the ***MWRD*** and its Contractor and Subcontractors performing construction work on this project site, and the appropriate Unions signatory to this Agreement for the express purpose of producing a quality project on schedule and as economically as possible, in a safe environment under favorable working conditions.

III. Labor-Management Cooperation Committee

The parties to this Agreement hereby reaffirm the necessity for joint cooperation and participation by Labor and Management in interpreting and analyzing the effectiveness of management's application of this Agreement as well as Labor's response and any other matter affecting quality, safety, working conditions and productivity. Therefore, to secure this end, it is hereby agreed that a "Labor-Management Cooperation Committee" will be established composed of three representatives from Labor and three representatives from Management; one representative from Labor and one from Management shall be Co-Chairmen of this Committee.

The Labor-Management Cooperation Committee shall meet a minimum of once each month, at the jobsite, and shall discuss the following: reports concerning any violation, dispute, questions or interpretation of the application of practices arising out of this Agreement; safety; working conditions; absenteeism; labor turnover; availability of qualified journeymen; need for training; and any other matter affecting productivity and efficiency on this project.

In the event a dispute is not resolved by the Labor-Management Cooperation Committee, such matter shall then be settled as outlined by the grievance procedure and/or arbitration provisions contained in Articles VII or VIII of this Agreement. The Labor-Management Cooperation Committee shall not have authority to render a decision involving a jurisdictional dispute.

IV. Contractors' Commitment

A. Work assignments will be made in accordance with area practice, consistent with the efficient and economical performance of the work.

B. Before performing work at the job site, the Contractor or Subcontractors of whatever tier actually performing the work will become signatory to the appropriate collective bargaining agreement.

C. The Contractors and Subcontractors shall exercise their management rights. These rights shall include planning, directing, hiring, dismissal, lay-off, transferring, appointing foremen and general foremen and otherwise directing the work force.

D. The Construction Manager 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.

V. Union (Craftsmen) Commitment

A. Qualified and skilled craftsmen will be furnished as required by the Contractor in the fulfillment of its obligations to the **MWRD**.

B. Craftsmen shall be at their place of work at the regular starting time and shall remain at their place of work until quitting time. There shall be no limit on production by Craftsmen nor restrictions on the use of tools or equipment other than that which may be required by safety practice.

C. The continuing progress of the job, in the best interest of the **MWRD**, is paramount. Any dispute, whether a grievance or jurisdictional, will be addressed and resolved so as not to interfere in any way with construction progress. If the Labor-Management Cooperation Committee can be of any assistance in facilitating resolution, it will do so. If not, the applicable local collective bargaining agreement provisions for grievances or jurisdictional settlements will be adhered to.

D. Where stewards are appointed by respective unions, the steward shall be a qualified craftsman performing the work of his craft who shall exercise no supervisory functions. There shall be no non-working stewards.

VI. MWRD Commitment

A. The **MWRD** agrees that during the life of this agreement it shall assign construction work on this project only to contractors who are signatory to this agreement and applicable local collective bargaining agreements.

VII. Joint Commitment (Contractor/Union)

A. Prejob Conferences with Project Contractor, subcontractors, and Union representatives will be held prior to beginning work at the jobsite.

B. Utilization of Union apprentices will be maximized consistent with the best interest of the job in compliance with Local Union Agreements. The high level of union apprenticeship training will be maintained to provide the Industry with productive and knowledgeable craftsmen for the long term.

C. Every reasonable and practicable measure, consistent with the protection of human dignity, will be taken to assure a work place free of alcohol and drugs. The use of liquor, drugs or any other illegal activities at the Project site, including parking lots, is strictly prohibited.

D. Employees will take their breaks only in their immediate work areas.

E. Acknowledging the safety concerns of today's construction Owner and its risk management professionals, we assure the Owner that the parties are committed to safe working practices on the project. The parties, drawing upon the comprehensive safety programs and resources developed by the Union construction community, will comply with federal, state, and local safety regulations. Both contractors and union craftsmen are well trained in safety practices and commit themselves to applying such practices on this job.

E. The Contractors and Unions agree that there will be no lockouts or work stoppages.

(1) The Contractors and Subcontractors shall not cause, incite, encourage or participate in any lockout of employees on the project during the term of this Agreement.

(2) The Union and its members, agents, representatives, and employees shall not allow, incite, encourage, condone or participate in any strike, walkout, slowdown, picketing, sympathy strike or other work stoppage of any nature whatsoever, whether jurisdictional or otherwise, or observe any picket of any nature during the term of this Agreement. Any such action by the Union or its members, agents, representatives or employees shall constitute a violation of this Agreement.

(3) All employees shall continue to work and to perform all their obligations on the project despite the expiration of any local or other collective bargaining agreement. Any future wage or fringe benefit increase, decrease or modification legally negotiated and established by appropriate local collective bargaining agreements of the Local Unions which are signatories to this Agreement shall be paid retroactively to the expiration of the preceding local Agreement.

(4) Should any unauthorized strike, slowdown, stoppage of work or interference with construction occur, the Union shall take all necessary steps to bring such activity to a prompt resolution.

VIII. Term of Agreement

A. This Agreement and **Addendum (attached and incorporated into Agreement)** shall become effective on **October __, 2018**, and shall remain in full force and effect as long as signatory contractors are working on the Qualifying Project.

B. Either party shall have the right to terminate this Agreement by notifying all other parties, in writing, within at least thirty (30) calendar days from the proposed termination date.

FOR THE ALLIANCE:

FOR THE BUILDING TRADES:

Jason T. Cox, Chairman

Donald 'Doc' Gregory, President

On behalf of the Metropolitan Water Reclamation District of Greater Chicago:

John P. Murray
Acting Executive Director

Darlene A. LoCascio, Director of Procurement &
Materials Management

Approved as to Form and Legality:

Attest:

Helen Shields-Wright
Head Assistant Attorney

Jacqueline Torres
Director of Finance/Clerk

Susan T. Morakalis, General Counsel

Approved:

Frank Avila, Chairman of Finance

MariyanaT. Spyropoulos, Chairman
Committee on Labor and Industrial Relations

Mariyana T. Spyropoulos, President

**Addendum to Metropolitan Water Reclamation District of Greater Chicago
Lockport Powerhouse and Lockport Controlling Works Project Labor Agreement**

1. The "Project Labor Agreement" or PLA includes the Blue Print for Success document and this addendum. Any further revisions or amendments to this PLA must be in the form of a written addendum executed by MWRD, Three Rivers Construction Alliance ("Alliance") and Will & Grundy Counties Building Trades Council ("Union").
2. A "Qualifying Project" or "Project" is defined as a construction project that requires the skills of craftsmen at the Lockport Powerhouse or Lockport Controlling Works and is not expressly exempt under Paragraph 3 below.
3. Notwithstanding anything to the contrary contained in the Project Labor Agreement (PLA), the following scope of work is expressly exempt from coverage under this PLA:

Work performed at the Contractor's facility for repair and maintenance of equipment or where repair, maintenance, or inspection services are done by highly skilled technicians trained in servicing equipment, unless otherwise provided by the relevant collective bargaining agreement.

4. The MWRD as Owner will not provide representation nor participate in the Labor-Management Cooperation Committee ("Committee") as set forth in Section III of the PLA. The MWRD's Contractor on a Project is solely responsible for participation in the Committee, and representation of the interests of management on the Project. However, the MWRD reserves the right to join the Committee at any time it is in the best interests of the MWRD and the Project to do so.
5. Nothing in this PLA and Addendum prohibits or otherwise affects the MWRD's right to cancel or other terminate a contract with a contractor or subcontractor of any tier or take any other necessary actions related to such contracts.
6. This PLA applies only to contracts advertised by the MWRD after the effective date of the PLA.
7. Contractors that have been awarded a contract will execute a Certificate of Compliance stating the name of the participating trade group(s) that the Contractor is currently signatory with or will become signatory to prior to commencement of work on any Qualifying Project.
8. The term of this PLA is five (5) years and automatically extends from year to year unless the MWRD or the Alliance and Union provide written notice to terminate no later than thirty (30) days prior to expiration. Any Qualifying Project commenced during, and covered by the terms of, this PLA will continue to be covered by its terms until the final completion and acceptance of the Project by the MWRD.

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Alliance and Union Signatory Page

The undersigned Parties agree to the terms and conditions of this Addendum, attached and incorporated into the Lockport Powerhouse and Lockport Controlling Works Project Labor Agreement.

Dated this _____ day of _____, 2018 in _____, _____ County, Illinois

Three Rivers Construction Alliance

Authorized Representative

Printed Name

Title

Will & Grundy Counties Building Trades Council

Authorized Representative

Printed Name

Title

MWRD Signatory Page

The undersigned Party agrees to the terms and conditions of this Addendum, attached and incorporated into the Lockport Powerhouse and Lockport Controlling Works Project Labor Agreement.

Dated this _____ day of _____, 2018 in Chicago, Cook County, Illinois.

On behalf of the Metropolitan Water Reclamation District of Greater Chicago:

John P. Murray
Acting Executive Director

Darlene A. LoCascio, Director of Procurement &
Materials Management

Approved as to Form and Legality:

Helen Shields-Wright
Head Assistant Attorney

Jacqueline Torres
Director of Finance/Clerk

Susan T. Morakalis, General Counsel

Approved:

Frank Avila, Chairman of Finance

Mariyana T. Spyropoulos, Chairman,
Committee on Labor and Industrial Relations

Mariyana T. Spyropoulos, President

Contractor Signatory Page

The undersigned Party agrees to the terms and conditions of this Addendum, attached and incorporated into the Lockport Powerhouse and Lockport Controlling Works Project Labor Agreement.

Dated this the _____ day of _____, 2018 in _____, _____ County, Illinois.

On behalf of: _____
Contractor (Print Name)

APPROVED:

Signature of Duly Authorized Officer

Print Name

Print Title