

# PROJECT LABOR AGREEMENT

## BY AND BETWEEN

### THE CITY OF CLEVELAND AND THE CLEVELAND BUILDING AND CONSTRUCTION TRADES COUNCIL

#### FOR

**[NAME OF PROJECT]**

Cleveland, Ohio

#### INTRODUCTION AND DEFINITIONS

- A. This Project Labor Agreement (“Agreement”) is entered into this [ ] day of [ ], [ ] by and among the City of Cleveland (“City”), and the Cleveland Building and Construction Trades Council (“CBCTC”), acting on its own behalf and on behalf of its affiliates, all of whom are signatory (individually a “Union”; collectively, the “Unions”).
- B. “Employers” collectively means and includes all employers and entities but not the City, including but not limited to construction contractors and subcontractors of whatever tier, engaged in On-Site Construction Work with respect to the Project within the scope of this Agreement.
- C. “On-Site Construction Work” means and includes: (1) demolition, excavation, and other site preparation work; (2) off-site prefabrication of any building materials, systems, signage, displays, and/or components traditionally performed on-site; (3) the transportation to the site of only ready-mix concrete, aggregate, top soil, and fill; and (4) only the transportation from the Project site of demolition and excavation materials.
- D. “Party” individually and “Parties” collectively means the City, the CBCTC, and each of the Unions signatory to this Agreement.
- E. “Project” means [NAME and DESCRIPTION OF PROJECT], located at [ADDRESS OF PROJECT].
- F. “Scope of Work” means the work set forth in Paragraph I.

#### APPLICATION

- G. This Agreement applies to and protects all On-Site Construction Work of a type covered by a signatory Union’s collective bargaining agreement to the same degree

and scope as in that Union's collective bargaining agreement(s) listed in Exhibit A, so long as the On-Site Construction Work is within the Scope of Work for the Project.

- H. Employers who enter into contracts with the City for the Project, or Employers (of any tier) who enter into contracts with Employers for the Project, shall comply with and be bound by all of the terms and conditions of this Agreement to the same extent and effect as if the Employers were an original party to this Agreement. Each Employer shall require its lower-tier Employers or subcontractors for the Project to acknowledge, in writing in their contracts or subcontracts, their acceptance of and agreement to this Agreement under these same terms. All Employers (of any tier) shall demonstrate their assent to this Agreement by executing the "Acknowledgement of Assent," which is attached hereto as Exhibit B. Neither the City nor any Employers will subcontract any work to be done on the Project except to a person, firm, or corporation who complies with and is bound by the terms and conditions of this Agreement.

### **SCOPE OF WORK**

- I. The work covered by this Agreement consists of the construction or renovation of the Project. The Scope of Work includes, and is limited to, the following:

**[SCOPE DEFINED HERE]**

This Agreement does not apply to any of the following:

1. Work or services performed by the Architect, Project Manager, vendor personnel of specialty equipment, environmental consultants, abatement consultants, superintendents, supervisors, engineers, field engineers, surveyors, quality assurance and quality inspectors (including material testing services), technicians, office workers, messengers, warehouse employees, guards, medical personnel, emergency vehicle operators, and employees similarly classified. The City may install and implement specialized equipment, or inspect or test equipment before, during or after installation, using a vendor of the City's choice, personnel of the City, or manufacturer's personnel as the City may deem necessary;
2. The City's operations and activities; and
3. All items not the responsibility of an Employer, as may be listed in Exhibit C.

- J. The Parties to this Agreement acknowledge that the construction of the Project is important to the future economic development of Cleveland. The Parties recognize the need for the timely completion of the Project without interruption or delay, so that **[NAME OF PROJECT]** will be operational by the established completion date. This Agreement is intended to enhance a cooperative effort among the Parties through the establishment of a framework for cooperative and stable relations between labor and management. This cooperative effort will be included in the project specific Inclusion Plan developed by the City. Reference Exhibit D.

- K. The Parties agree that timely construction of this Project will require employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. The Parties agree to work together to furnish skilled, efficient craft workers for the construction of the Project. The Parties will meet monthly during the construction to discuss issues of mutual concern unless the Parties agree that no meeting is needed for the month in question.
- L. To maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement and to avoid workplace disruptions that could arise from employment of union and nonunion workers on the same jobsite, the Parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of misunderstandings, disputes, or grievances which may arise.
- M. The City shall make reasonable efforts to assure compliance with this Agreement by all Employers. Where there is a conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration 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 Paragraphs Q, V, W, X, Y, Z, and AA, which shall apply to such work.
- N. This Agreement shall not be binding on the parents, affiliates, or subsidiaries of the signatory Parties heretoe.
- O. Any liability of any Employer and any liability of the Unions shall be several and not joint.

## **UNION RECOGNITION AND SUBCONTRACTING**

- P. The City shall require that all work on the Project be performed by Employers who are or become signatory to a collective bargaining agreement with the appropriate Union. Any Employer who is not already signatory to a collective bargaining agreement with the appropriate craft union signatory to this Agreement, and chooses not to become signatory for the duration of the collective bargaining agreement, hereby agrees to become signatory to a collective bargaining agreement with that craft union, but only for work within the Scope of Work on the Project. Except for Employers who are already signatory to collective bargaining agreements, the Parties recognize and agree that Employers' obligations under this Agreement, including Employers' recognition of the Unions as their employees' representatives, terminate upon the completion of their portion of the above-described Scope of Work on the Project. Nothing in this agreement requires employees to join a union or pay dues or fees to a union as a condition of working on the project. For any Employer that is not signatory to a collective bargaining agreement with the appropriate craft union(s), upon request from

the appropriate craft union(s), the Employer immediately shall complete and sign Exhibit E ("Letter of Assent") attached to this Agreement.

- Q. Notwithstanding Paragraph P of this Agreement, if any craft union affiliated with the CBCTC chooses not to become signatory to this Agreement, the craft's work may be claimed by any affiliated local union that represents it has the capability to provide manpower able to perform the work in question. In the event no affiliated local union claims the craft work, then the City may contract with any suitable subcontractor to perform such craft work required on the Project, including a subcontractor(s) that is not signatory to this Agreement or to any other collective bargaining agreement, provided such subcontractor(s) complies at all times with the Ohio Prevailing Wage Law for work performed on the Project.

### **WORK STOPPAGES AND LOCKOUTS**

- R. During the term of this Agreement, there shall be no strikes, sympathy strikes, jurisdictional strikes, picketing, work stoppages, slow-downs, or other disruptive activity for any reason by a Union or by any employee, and there shall be no lockout by any Employer. 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.
- S. The Unions shall not sanction, aid or abet, encourage, or continue any work stoppage, strike, picketing, or other disruptive activity at the Project and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Agreement. Any employee who participates in or encourages any activities that interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge by the Employer. If justifiably discharged for any of the foregoing reasons, the employee shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.
- T. The Parties hereto agree that time is of the essence to this Agreement and to all contracts relating to the construction of the Project. The Parties further agree that any delay due to any disruption of or interference with any activity relating to the construction of the Project will result in irreparable harm for which there is no adequate remedy at law and that, in such case, an injunction should issue to enjoin any such disruption or interference and to compel resolution of such dispute pursuant to the Agreement's grievance and arbitration procedure. The Parties further agree that, in the event that a Union initiates or participates in a work stoppage, strike, picketing, or other disruptive activity in violation of this Agreement or recognizes or supports the work stoppage, strike, picketing, or disruptive activity of another Union that is in violation of this Agreement, the City will have the right to seek an immediate injunction from the appropriate court in Cuyahoga County, Ohio to enjoin such conduct.
- U. If wage negotiations are scheduled during the course of the Project, the Employers agree to abide by all the terms and conditions as may be negotiated by the Unions and their respective employer association and the Employers agree to pay said wages to all employees working and employed by the Employer and its subcontractors for the work, retroactive to the date said increase and wage adjustments become effective.

Said payments shall be made within ten (10) days of the date of the new collective bargaining agreement. In consideration of such agreement by the Employers to pay wages retroactive to the date such wage increases and adjustments become effective, the Unions agree to permit employees to continue to work for the Employers during the pendency of negotiations, and the Unions further agree that there will be no work stoppages, strikes or interferences with the work during the course of said negotiations, subject, however, to full compliance on the part of the Employers with the retroactive agreement as to wages and working conditions as set forth above.

#### **EMERGENCY INJUNCTIVE RELIEF**

- V. In the event of an alleged violation of the contractual commitments set forth above in Paragraphs P, R, and S the aggrieved party shall not be required to resort to the normal settlement procedures. Instead, the aggrieved party shall have the right to enforce these commitments by seeking an immediate injunction in the court of common pleas in Cuyahoga County, Ohio. The Parties hereby agree that in the case of a violation of above Paragraphs P, R, and S of this Agreement, the aggrieved party will have no adequate remedy at law, cannot be made whole by money damages, and will be irreparably harmed by the conduct. Furthermore, once the injunction has been issued, the aggrieved party shall retain the right to full legal and equitable relief, including appropriate financial damages against any violating party. Should an Employer fail to pay any wages and/or employee benefits, the Employer shall also be liable for interest, reasonable attorney fees and court costs, in addition to other remedies the Union and/or its related fringe benefit funds may legally impose on said Employer(s).

#### **FRINGE BENEFIT CONTRIBUTIONS**

- W. If a Fringe Benefit Trust Fund or a Union provides the City, with verifiable written notice that an Employer is delinquent in making benefit contributions for a period of at least fifteen (15) days after said contributions are payable for work performed on the Project, the City will withhold an amount equal to the amount the Fringe Benefit Trust Fund claims is owed from work-in-progress payments owed to said Employer until the Fund or Union notifies the City that the benefit contributions have been paid and made current. The City's obligation is limited only to the amount of unpaid work-in-progress payments owed to the Employer at the time the Fund or Union notifies it of any delinquent contributions, and assumes no liability for payments of delinquent benefit contributions. Good faith disputes between the Fringe Benefit Trust Fund and an Employer over the amount of money owed to the fund are excluded from coverage under this procedure.
- X. The CBCTC shall have all Trust Fund Agreements accessible electronically or shall provide a copy of the agreement to all Employers making such request. The CBCTC may charge up to ten cents a page for copies of such documents.

#### **JURISDICTIONAL PRE-JOB MEETING; DISPUTES**

- Y. Upon request, each direct-hire Employer of any tier shall attend a jurisdictional pre-job meeting prior to the commencement of the work for the purpose of discussing the

scope and schedule of the work and intended work assignments by Trade. An Employer or its representative shall have the right to participate in such meetings. Except in emergency situations, no Employer may commence work without conducting the jurisdictional pre-job meeting. Following the pre-job meeting, crafts shall be given the opportunity to submit evidence in support of a claim to the work. The Employer will make its final assignments to a particular Union or Unions in writing prior to the commencement of the work. The assignment of work will be solely the responsibility of the Employer performing the work involved.

- Z. All work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.
- AA. All jurisdictional disputes on this Project, between or among CBCTC and Employers, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. CBCTC shall forward to the City a copy of a successor Plan or any other plan or method of procedure addressing jurisdictional disputes promptly upon its adoption by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions.
- BB. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer’s assignment shall be adhered to until the dispute is resolved. In the event there is a change in the craft assignment, there shall be no retroactive wages or fringes due the craft that will continue the work. Individuals violating this paragraph shall be subject to immediate discharge by their respective employer.

## **DISPUTES AND GRIEVANCES**

- CC. Jurisdictional disputes must be resolved in the manner provided above in this Agreement. Disputes arising under the terms of an individual Union’s collective bargaining agreement must be resolved in the manner provided under the individual Union’s collective bargaining agreement. All other disputes arising under the terms and/or application of this Agreement that require an interpretation of this Agreement, and which grievance is (a) not jurisdictional, (b) not covered by a Union’s collective bargaining agreement, and (c) not covered by Paragraph V, shall be resolved as set forth in Paragraph DD.
- DD. Any question or dispute arising out of and during the term of this Agreement (other than those described above) shall be considered a grievance and subject to resolution under the following procedures (the “Grievance Procedure”):
  - Step 1.** (a) When any employee subject to this 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 the occurrence of the violation, give notice to the work-site representative of the involved Employer 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 Employer shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Employer shall keep the meeting minutes and shall respond to the Union representative in writing (copying the City) 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 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 any Employer have a dispute with the grieving 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 2 in the same manner as outlined herein for the adjustment of an employee complaint.

**Step 2.** A Union representative and the involved Employer shall meet within seven (7) working days of the referral of a dispute of this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Employer. 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 (7) calendar days thereafter.

**Step 3.** (a) If the dispute has been submitted but not adjusted under Step 2, 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 "Arbitrator"). The Employer and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, one party shall request the Federal Mediation and Conciliation Service to provide them with a list of arbitrators certified by the National Academy of Arbitrators from within the metropolitan area surrounding Cleveland, Ohio 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 Employer 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.

**Step 4.** The City shall be notified of all actions at Steps 2 and 3 and shall, upon its request, be permitted to participate in all proceedings at these steps.

#### **DRUG FREE, SMOKE FREE WORKSITE**

EE. The Parties agree that the Project will be a “drug-free” and “smoke free” worksite and to the incorporation of the government mandated “Drug Free Workplace Requirements for Federal Contractors.” Smoking is prohibited on City property.

#### **SECURITY REQUIREMENTS**

FF. The Employer and Union both acknowledge and agree that employees may be required to submit to a background check and/or badging as determined by the City.

#### **NON DISCRIMINATION/AFFIRMATIVE ACTION**

GG. No Party shall discriminate against any employee or applicant for Employment because of race, color, religion, sex, national origin, age, disability and any other protected class under federal, state, and local laws, ordinances, rules, and regulations. In addition, the Parties agree to take all necessary actions to ensure full compliance with all applicable equal employment opportunity laws. Each Employer shall maintain accurate and updated records of minority and female employees, who are or have participated on the Project, to the extent permitted by law. These records shall be accessible to the the City, upon request.

#### **SAFETY & HEALTH**

HH. Employers will instruct employees that they must use diligent care to perform their tasks in a safe manner and protect themselves and the property of the Employers and the City and that failure to do so may result in immediate termination, subject to the terms set forth in the applicable craft agreement.

II. In order to protect the safety and health of employees, all parties agree to comply with applicable federal, state, and local laws, ordinances, rules, and regulations relating to job safety, health and safe work practices, as well as those specific Project safety rules required by the Employers’s and/or the the City’s overall safety program applicable to this Project, subject to the limitations of this Agreement

JJ. The Parties agree that (i) all employees will use required safety equipment, protective clothing, and personal protective equipment as is or may be prescribed by their Employer or federal, state, and local safety and health standards, and (ii) willful failure or refusal by an employee to use such protective equipment or clothing will be cause for immediate termination.

KK. In the event the City shuts down the Project, or an Employer shuts down a portion thereof, to avoid the possible loss of human life because of a bomb threat, or similar situations that could endanger the life or safety of employees and, as a result thereof,



any employee is directed not to work in the interest of their safety, such employee shall not be entitled to compensation for any time not actually worked, notwithstanding the provisions of any local or national agreement to the contrary. The affected Employer shall make a good-faith effort to notify employees not to report to work in such situations.

### **HELMETS TO HARDHATS**

- LL. The Employers and the Unions recognize a 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 Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (“Center”) and the Center’s “Helmets to Hardhats” program to serve 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 Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

### **PROJECT ACCESS**

- MM. The City and each affected Employer shall afford reasonable access to the Project site to duly authorized representatives of the Unions signatory to this Agreement, provided they do not interfere with the work of the employees or the delivery of supplies, equipment, tools or materials to the Project, and provided they comply with job and safety rules established and posted by the Employer(s) and/or the City.

### **APPRENTICESHIPS**

- NN. Employers shall ensure that apprentices are employed in the Union workforce consistent with the ratios in the applicable Union’s collective bargaining agreement. Employers in need of apprentices to meet their respective ratios will refer to Cleveland Builds for potential applicants.

**SIGNATURES**

The parties to this Agreement need not all sign on the same page. Signatures on separate pages and executed at different times will not affect the validity of the Agreement. Original signatures and signatures provided by facsimile are equally valid.

**THE CITY OF CLEVELAND**

**CLEVELAND BUILDING &  
CONSTRUCTION TRADES  
COUNCIL**

By: \_\_\_\_\_

\_\_\_\_\_  
Dave Wondolowski

Title: Executive Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Heat and Frost Insulators #3**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Bricklayers Local 23**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Boilermakers #744**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Cement Masons #404**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Electrical Workers #38**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Elevator Constructors #17**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Ironworkers #17**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Laborers #310**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Laborers #860**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Indiana-Kentucky-Ohio  
Regional Council of Carpenters**

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Signature Date

**Painters District Council**

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Signature Date

**Pipefitters #120**

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Signature Date

**Plasters #526**

---

Signature Date

**Plumbers #55**

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Signature Date

**Roofers & Waterproofers #44**

---

Signature Date

**Sheetmetal Workers #33**

---

Signature Date

**Teamsters #436**

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Signature Date

**[OTHER CRAFT UNION]**

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Signature Date

**[OTHER CRAFT UNION]**

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Signature Date



**EXHIBIT B**

**ACKNOWLEDGMENT OF ASSENT  
TO THE PROJECT LABOR AGREEMENT FOR  
[NAME OF PROJECT]**

Under Paragraph I of the Project Labor Agreement (the “Agreement”) for the \_\_\_\_\_ (the “Project”), the undersigned party hereby agrees that it will comply with and be bound by all of the terms and conditions of the Agreement and agrees to all approved amendments or revisions thereto.

This Acknowledgment shall remain in effect for the duration of the above-referenced Project upon completion of which this understanding will automatically terminate without further notice.

For the Employer (of any tier):

Name of Employer: \_\_\_\_\_

Name and Signature of Authorized Person:

(Print Name) \_\_\_\_\_

(Title) \_\_\_\_\_

(Signature) \_\_\_\_\_

(Phone #) \_\_\_\_\_

(Date) \_\_\_\_\_

**EXHIBIT C**

**[LIST OF EXCLUSIONS, as applicable]**

**EXHIBIT D**

**[INCLUSION PLAN]**

**EXHIBIT E**

**LETTER OF ASSENT**

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned Employer, does hereby become signatory to the standard industry collective bargaining agreement(s) with the following signatory Union(s) for work performed on this Project or within the scope of this Project:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_.

\_\_\_\_\_  
Name of Company

By: \_\_\_\_\_  
Typed or printed

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

BWC No. \_\_\_\_\_ Federal ID No. \_\_\_\_\_



