

**THE VILLAGE OF SHERMAN**  
**SANGAMON COUNTY, ILLINOIS**

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**ORDINANCE NUMBER 2020-27**

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**AN ORDINANCE APPROVING PROJECT LABOR AGREEMENT  
FOR PUBLIC WORKS PROJECTS OF \$25,000 OR MORE  
WHERE PUBLIC FUNDS WILL BE EXPENDED**

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TREVOR J. CLATFELTER  
VILLAGE PRESIDENT

SEAN BULL, VILLAGE CLERK  
MICHAEL STRATTON, DEPUTY CLERK

PAM GRAY  
BRET HAHN  
BRIAN LONG  
KIM ROCKFORD  
KEVIN SCHULTZ  
JAY TIMM  
VILLAGE TRUSTEES

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WHEREAS, the Village of Sherman has a compelling interest in awarding public works contracts so as to ensure the highest standards of quality and efficiency at the lowest responsible cost; and

WHEREAS, a project labor agreement, which is a form of pre-hire collective bargaining agreement covering all terms and conditions of employment on a specific project, can ensure the highest standards of quality and efficiency at the lowest responsible cost on appropriate public works projects; and

WHEREAS, the Village of Sherman has a compelling interest that a highly skilled workforce be employed on public works projects to ensure lower costs over the lifetime of the completed project for repairs and maintenance; and

WHEREAS, project labor agreements provide the Village of Sherman with a guarantee that public works projects will be completed with highly skilled workers who have been trained in long-standing reputable apprenticeship training programs in their applicable trades; and

WHEREAS, project labor agreements provide for peaceful, orderly, and mutually binding procedures for resolving labor issues without labor disruption; and

WHEREAS, project labor agreements allow public agencies to predict more accurately the actual cost of the public works project; and

WHEREAS, the use of project labor agreements can be of specific benefit to complex construction projects of large scope such as road construction and repair or other public infrastructure construction, renovation or repair; and

WHEREAS, project labor agreements are useful from a cost, efficiency, quality, safety, and timeliness standpoint and in eliminating potential for friction by ensuring that work is performed by trade unions that have traditionally performed the applicable trades to be performed on any public works project and have trade and geographic jurisdiction over the work to be performed.

NOW THEREFORE, BE IT ORDAINED by the Board of the Village of Sherman, as follows:

**Section 1. Public works projects.**

For all projects estimated over \$25,000 where public funds will be expended, the Village of Sherman shall include a project labor agreement on a public works project unless it has been determined that a project labor agreement would not advance the Village's interests of cost, efficiency, quality, safety, timeliness, skilled labor force, and labor stability and the Village's policy to advance minority-owned or female-owned business, or businesses utilizing minority and female workers in proportions approximate to the Village's population or higher.

## Section 2. Negotiation of project labor agreement.

Unless it has been determined that a project labor agreement is not appropriate for a particular public works project or the estimated amount falls below \$25,000, the Village shall either (i) in good faith negotiate a project labor agreement with labor organizations engaged in the construction industry that represent experienced and skilled construction workers or (ii) condition the award of a project manager or general contractor upon a requirement that the manager or contractor negotiate in good faith a project labor agreement with labor organizations engaged in the construction industry and, if necessary, use the Department of Labor to reach a project labor agreement. The Village may reserve the right to approve the negotiated project labor agreement. The Village may alternatively designate a project labor agreement that has been approved by a majority of the local trades to be utilized as part of the bid specifications for any public works project.

## Section 3. Contents of project labor agreement. (sample attached to this ordinance)

A project labor agreement must:

- (1) set forth effective, immediate, and mutually binding procedures for resolving jurisdictional disputes, labor disputes, and grievances arising before the completion of work;
- (2) contain guarantees against strikes, lockouts, or other similar actions;
- (3) standardize the terms and conditions of employment of labor on the public works project;
- (4) permit flexibility in work scheduling and shift hours and times;
- (5) ensure a reliable source of skilled and experienced labor;
- (6) further public policy objectives as to improved employment opportunities for minorities, females, and the economically disadvantaged in the construction industry;
- (7) permit contractors and subcontractors to retain a percentage of their current workforce in addition to labor referred through the signatory labor organizations;
- (8) permit the selection of the lowest qualified responsible bidder, without regard to union or non-union status at other construction sites;
- (9) be made binding on all contractors and subcontractors on the public works project through the inclusion of appropriate bid specifications in all relevant bid documents; and
- (10) require all contractors and subcontractors on public works projects to sign the applicable master collective bargaining agreements with the labor organizations having jurisdiction over the type of work performed.

## Section 4. Justification for project labor agreement.

Any decision not to use a project labor agreement in connection with a public works project by the Village shall be supported by a written, publicly disclosed finding by the Village setting forth the justification for the non-use of the project labor agreement.

## Section 5. Effective date.

This Ordinance takes effect upon its passage by the Board of the Village of Sherman. All current projects underway or approved for construction prior the date of this ordinance will be grandfathered whereby the elements of this ordinance will not be applicable.

SO ORDAINED this 15<sup>th</sup> day of September 2020 at Sherman, Sangamon County, Illinois.

	YES	NO	ABSENT	PRESENT
GRAY	✓			
HAHN			✓	
LONG	✓			
ROCKFORD	✓			
SCHULTZ	✓			
TIMM	✓			
CLATFELTER	✓			
TOTAL	6	0	1	0



**VILLAGE OF SHERMAN**

  
Trevor J. Clatfelter, President

Attest:

  
Sean Bull, Village Clerk

STATE OF ILLINOIS

COUNTY OF SANGAMON

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Sherman, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true and exact copy of Ordinance Number 2020-27, adopted by the President and Board of Trustees of said Village on the 15th day of September 2020, said Ordinance being entitled:

**AN ORDINANCE APPROVING PROJECT LABOR AGREEMENT  
FOR PUBLIC WORKS PROJECTS OF \$25,000 OR MORE  
WHERE PUBLIC FUNDS WILL BE EXPENDED**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I hereunto set my signature and affix the official seal of said Village this 15th Day of September 2020.



  
\_\_\_\_\_  
Village Clerk

**ADDENDUM A – ORDINANCE 20-27**

**PROJECT LABOR AGREEMENT**

**ARTICLE I**

**PURPOSE**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, its successors or assigns (“Project Contractor”) and the [insert names of unions], acting on their own behalf and on behalf of their respective affiliates and members whose names are subscribed hereto and who have, through their duly authorized officers, executed this Agreement, hereinafter collectively called the “Union or Unions,” with respect to the construction of the \_\_\_\_\_ [name of Project], hereinafter “Project.”

The term “Contractor” shall include all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement, including the Project Contractor when it performs construction work within the scope of this Agreement. Where specific reference to \_\_\_\_\_ [name of Project Contractor] alone is intended, the term “Project Contractor” is used.

The Parties to this Project Labor Agreement acknowledge that the construction of the \_\_\_\_\_ [Project] is important to the development of \_\_\_\_\_

\_\_\_\_\_ [description of Project and the specific needs it will serve]. The Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

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

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

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

## ARTICLE II

### SCOPE OF AGREEMENT

Section 1. This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as: (list all aspects of the construction work involved.)

It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that, where there is a conflict, the terms and conditions of this Project 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 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 Article V, VI, and VII of this Project Agreement, which shall apply to such work. [It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Agreement, neither the Project Contractor nor the Contractors will be obligated to sign any other local, area, or national agreement.]<sup>1</sup>

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

Section 3. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.

Section 4. The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

Section 5. Items specifically excluded from the scope of this Agreement include but are not limited to the following: [list all items to be excluded].

Section 6. The provisions of this Project Agreement shall not apply to \_\_\_\_\_ (Owner), and nothing contained herein shall be construed to prohibit or restrict \_\_\_\_\_ (Owner) or its employees from performing work not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on

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<sup>1</sup> The bracketed sentence is required on project agreements on public works. On private projects it is subject to collective bargaining.

such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.

Section 7. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 8 It is understood that the liability of any employer and the liability of the separate unions under this Agreement shall be several and not joint. The unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

### **ARTICLE III**

#### **UNION RECOGNITION**

Section 1. The Project Contractor and Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement, and agree to work with the applicable Unions to ensure the use of highly skilled, apprenticeship trained, local trades workers.

### **ARTICLE IV**

#### **MANAGEMENT'S RIGHTS**

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

### **ARTICLE V**

#### **WORK STOPPAGES AND LOCKOUTS**

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

Section 2. The Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which



interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Section 3. Neither the Union nor its applicable Local Union shall be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

## ARTICLE VI

### DISPUTES AND GRIEVANCES

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

Section 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.

Section 3. Any question or dispute arising out of and during the term of this Project 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 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 Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 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 (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. The International Union Representative and the involved Contractor shall meet within seven (7) 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 (7) 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 (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

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

Section 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 VII

### **JURISDICTIONAL DISPUTES**

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. 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.

Section 4. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

## ARTICLE VIII

### **SUBCONTRACTING**

The Project 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.

## ARTICLE IX

### **HELMETS TO HARDHATS**

Section 1. 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 (hereinafter "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.

Section 2. 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.

NOTE: The following provisions are to be determined by local collective bargaining:

1. Referral Procedures

[Note, however, that any referral provision must contain the following: " There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the union or based upon race, creed, color, sex, age or national origin of such employee or applicant."]

2. Apprentices/Trainees/Helpers/Subjourneymen
3. Wages and Benefits
4. Work Rules
5. Union Security
6. Union Representation
7. Hours of Work, Etc.
8. Safety and Health
9. General Savings Clause
10. Term of Agreement

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the City of Springfield, Illinois.

VILLAGE OF SHERMAN

By \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Clerk

Date \_\_\_\_\_

By the following signature the general contractor, \_\_\_\_\_  
\_\_\_\_\_, agrees to be bound to the attached Project Agreement  
negotiated between the Village of Sherman and the PLA Committee.

General Contractor: \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

**The following pages contain the signatures of the authorized representatives of the unions that are parties to this PLA and whose authorized representatives shall serve on the PLA Committee. Also, Appendix A is a Participation Agreement which shall be signed by all Subcontractors working on the project.**

**PLA Committee**

Union: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Union: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Union: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Union: \_\_\_\_\_

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

Title: \_\_\_\_\_

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Union: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Union: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Union: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**APPENDIX A**

**PARTICIPATION AGREEMENT**

The undersigned, a subcontractor to \_\_\_\_\_,  
\_\_\_\_\_, agrees to be bound to the attached Project Agreement negotiated  
between the Village of Sherman and the PLA Committee.

\_\_\_\_\_  
Subcontractor

By \_\_\_\_\_

Its \_\_\_\_\_

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