



# **AGENDA**

## **Special County Health Committee**

**Thursday, July 14, 2022**

**@ 5:00 PM**

Peoria County Courthouse, Room 403

1. **Call to Order**
  
2. **Resolution**
  - Project Labor Agreement for construction of new Health & Human Services Campus
  
3. **Miscellaneous**
  
4. **Adjournment**

## **AGENDA BRIEFING**

**COMMITTEE:** County Health Committee  
**MEETING DATE:** July 14, 2022

**LINE ITEMS:**  
**AMOUNT:**

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**ISSUE:**

For RESOLUTION: Project Labor Agreement for the construction of a new Health and Human Services Campus

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**BACKGROUND/DISCUSSION:**

Following past practice on major capital projects, staff sought a Project Labor Agreement with the craft unions under the West Central Illinois Building and Construction Trades Council. The PLA as presented is an agreement between the County and the building and trades construction unions that are likely to supply labor during the demolition of the current health department buildings and construction of the new Health and Human Services Campus. This agreement protects the County from any work stoppages that are beyond the control of either the County as owner or River City Construction LLC as the construction manager at risk. The agreement also states the County's desire to achieve goals for minority and women participation in the workforce on the job site, and that the building and trades construction unions will put forth a good faith effort to achieve the County's goals. These goals are consistent with the construction of both the Peoria Riverfront Museum, Heddington Oaks, and the abatement and demolition of Bel-Wood Nursing Home. The PLA as drafted is attached to the resolution. WCIBCTC has approved the PLA.

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**COMMITTEE ACTION:**

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**PREPARED BY:** Scott A. Sorrel, County Administrator  
**DEPARTMENT:** County Administration

**DATE:** June 9, 2022

**Peoria County  
Health and Human Services Campus  
Community Workforce Agreement**

This Building and Construction Trades Agreement (hereinafter referred to as "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the affiliates of the Building and Construction Trades Council listed on Exhibit A (individually and collectively "Union"), and, the undersigned Contractors and/or Subcontractors listed on Exhibit B (individually and collectively "Contractor"), Peoria County ("County") solely for construction and demolition work on the Health and Human Services Campus project.

**Preamble**

Contractor intends to perform certain Construction Work (defined below) for a Project (defined below) under contract with the County. Contractor desires to employ qualified craft persons who can perform this work with the highest degree of skill and competence without interruption by any form of work stoppage related to the expiration, renewal or negotiation of collective bargaining agreements with other employers or other projects. Further, Contractor wishes to comply with area standards of employment and employ craft persons in each trade in accordance with the wages, fringe benefits, and conditions established in each Local Agreement. The Union has available persons who are competent and qualified to perform work for Contractor and the Union is willing and able to furnish these workers in accordance with the terms and conditions hereinafter stated and in accordance with each Local Agreement.

**ARTICLE I**

**Recognition**

Contractor recognizes the Union as the exclusive collective bargaining representative for employees of Contractor performing work within the craft jurisdiction of Union. All apprentices and/or trainees utilized by the Contractor under this Agreement shall be

registered participants of the applicable training programs recognized by the United States Department of Labor, Bureau of Apprenticeship and Training.

**ARTICLE II**  
**Scope of Work**

This Agreement covers all construction, demolition, alteration, painting, landscaping, renovation or repair of a building, structure, or other work, performed by Contractor at the site of the work for the purpose of building the specific structures and improvements that constitute the Project ("Construction Work"). The Owner and Contractor agree that it shall not move any Construction Work, which normally takes place on the site, to any off site location. Any work that may be moved off site for any reason shall be covered by the terms and conditions of this Agreement.

**ARTICLE III**  
**Conditions of Employment**

Contractor recognizes that the Union has negotiated a collective bargaining agreement (referred to herein as "Local Agreement"), which sets forth the wages, fringe benefits, hours, and other terms and conditions of employment applicable to work within the jurisdiction of the Union. All of the terms and conditions set forth in the Local Agreement are hereby incorporated in this Agreement unless specifically changed, modified or replaced by this Agreement, and Contractor agrees to comply with all provisions of the Local Agreement on the Project in the same manner and to the same extent as if Contractor were an employer signatory to the Local Agreement. International Agreements shall not be utilized on a Project. Contractor further agrees to sign any and all participation agreements as required by any fringe benefit, training or other funds identified in the local collective bargaining agreement as identified above.

## **ARTICLE IV**

### **Referral of Employees and Union Security**

Contractor shall strictly comply with referral of employee procedures established in the Local Agreement except as modified herein. In the event that the Local Agreement does not set forth a referral procedure, Contractor shall obtain employees for that craft in accordance with established local hiring practices. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, union membership, policies or requirements. In the event the Union is unable to fill the request for referral by the Contractor within 48 hours (excluding Saturday, Sunday and any holiday) after the request is made, the Contractor may employ from any source. Contractor shall comply with the union security provisions set forth in the Local Agreement.

The Union recognizes that the County and the Contractor have established certain targets or requirements for the employment of minority and female workers and has worked in cooperation with the Union to afford employment opportunities for segments of the community who have been traditionally underrepresented in the construction industry. The Union will make available to the greatest extent feasible to Contractor minority and female workers as follows:

Equity Workforce Goal:

Minority: 18%

Women: 5%

## **ARTICLE V**

### **Non-Discrimination**

The Union and Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or military status.

## **ARTICLE VI**

### **Grievances**

Any and all grievances that may arise on any work covered by this Agreement or the Local Agreement shall be processed in accordance with the grievance procedures set forth in the Local Agreement.

## **ARTICLE VII**

### **Jurisdictional Disputes**

The assignment of all work shall be made on the basis of traditional craft jurisdictional lines, agreements of record, established trade agreements, and prevailing area practices. If a jurisdictional dispute arises, the Contractors assignment shall be adhered to until the dispute is resolved. All jurisdictional disputes shall be resolved in the following manner:

Step 1. All disputes shall be first referred to the Stewards of the applicable Unions, and the Contractors on site Supervision for resolution.

Step 2. All disputes not resolved at Step 1, shall be referred to the business representatives of the applicable Unions and the Contractor's authorized representatives for resolution.

Step 3. All disputes not resolved at Step 2, shall then be referred to the International Representatives of the applicable Unions and the Contractors authorized representatives for resolution.

## **ARTICLE VIII**

### **Subcontracting**

In order to preserve work opportunities normally available to craft persons covered by this Agreement, to maintain wages, benefits and working conditions established within this area, and to avoid problems caused by common site relationships, Contractor agrees that it shall not contract any Construction Work on the Project covered by this Agreement to

any person, firm or company who is not a signatory to this agreement unless that party agrees to be bound by the terms of this agreement as if that party were a signatory.

## **ARTICLE IX**

### **Savings Clause**

It is the intent of the County, Contractor and Union to comply with all local, state and federal laws. Any provision of this Agreement finally adjudged to be in conflict with any applicable local, state or federal law shall be void. All other provisions and articles of this Agreement shall remain in full force and effect. In the event of any inconsistency between the provisions of the Local Agreement and the provisions of this Agreement, the terms of this Agreement shall prevail.

## **ARTICLE X**

### **Work Stoppages**

There shall be no strikes of any nature, work stoppages, picketing or slowdowns by the Union or employees against Contractor during the term of this Agreement. However, the Unions retain the right to have their members cease and desist working for any Contractor for failure to make required wage and/or fringe benefit payments. There shall be no lockouts by Contractor. In the event the Local Agreement expires during the term of this Agreement there shall be no work interruption or stoppage related to such expiration, but Contractor shall comply with all terms and conditions of any new Local Agreement and apply, retroactive to the expiration date of the old Local Agreement, all increases in wages, fringe benefits, and other economic items which are part of any new Local Agreement.

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, and if justifiably

discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

Neither the Union nor its affiliates shall be liable for acts of employees for which it has no responsibility. The principal officer or officers of the Union will use the best efforts of his/her office to cause the affiliated union or unions to cease any violations of this Article. The Union in its compliance with this obligation shall not be liable for unauthorized acts of its affiliates. 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. In lieu of any action at law or equity, any party shall institute the following procedure when a breach of this Article is alleged, after all involved parties have been notified of the fact.

- (a) The party invoking this procedure shall notify an individual to be mutually agreed upon, whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice to all parties including the party alleged to be in violation.
- (b) Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists but not before twenty-four (24) hours after the notice to all parties involved as required above.
- (c) The Arbitrator shall notify the parties of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- (d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and

such Award shall be served on all parties by hand or registered mail upon issuance.

**ARTICLE XI**  
**Pre-Job Conference**

A reasonable length of time prior to beginning any on-site work, Contractor shall notify the West Central Illinois Building and Construction Trades Council of its intent to commence work and schedule a pre-job conference. Representatives of Contractor and Union shall meet to familiarize themselves with the scope of Contractor's work, resolve trade job assignments, manpower requirements, and discuss any other topic which may be relevant to the work so that the Union is better able to satisfy Contractor's needs and insure that work commences in the most efficient manner. A holiday schedule shall be adopted at the pre-job conference, which will be uniformly applied to all work on the job. Jobsite work shall not begin until completion of the pre-job conference.

**ARTICLE XII**  
**Term of Agreement**

This Agreement shall be in full force and effect from the date as stated above. The Contractor signature pages shall be identified per each individual project and signed and attached to this master Agreement. Copies of the Contractor signature pages shall be provided to the West Central IL Building & Construction Trades Council for distribution to the individual Unions.

**SIGNATURES**

**Project: Peoria County Health and Human Services Campus**

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Peoria County

\_\_\_\_\_

Date

**Exhibit A**

**Project: Peoria County Health and Human Services Campus**

**West Central Illinois Building and Construction Trades Council Affiliates  
Signature Pages for Peoria County: Health and Human Services Campus  
Project Agreement**

International Association of Heat And Frost Insulators & Allied Workers	Local	Date
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers	Local	Date
International Union of Bricklayers & Allied Craftworkers	Local	Date
United Brotherhood of Carpenters and Joiners of America	Local	Date
UBC Millwrights	Local	Date
International Brotherhood of Electrical Workers	Local	Date
International Union of Elevator Constructors	Local	Date

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International Union of Operating Engineers	Local	Date
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International Association of Bridge, Structural, Ornamental And Reinforcing Iron Workers	Local	Date
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Laborers' International Union of North America	Local	Date
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International Union of Painters & Allied Trades	Local	Date
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Operative Plasterers' and Cement Masons' International Association	Local	Date
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United Union of Roofers, Waterproofers and Allied Workers	Local	Date
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Sheet Metal Workers' International Association	Local	Date
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United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada	Local	Date
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Plumbers	Local	Date
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Road Sprinklerfitters	Local	Date
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Steamfitters	Local	Date
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International Brotherhood of Teamsters	Local	Date
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**EXHIBIT "B"**

**Project: Peoria County Health and Human Services Campus**

**Contractor and Subcontractor signature page for the  
Peoria County: Health and Human Services Campus  
Project Agreement**

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Contractor

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Street Address

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City, State, Zip Code

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By Its duly authorized representative

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Contractor

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Street Address

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City, State, Zip Code

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By Its duly authorized representative

TO THE HONORABLE COUNTY BOARD        )  
COUNTY OF PEORIA, ILLINOIS        )

Your County Health Committee does hereby recommend passage of the following Resolution:

RE:    Approval of a Project Labor Agreement for the Construction of A New Health and  
          Human Services Campus

**RESOLUTION**

**WHEREAS**, the County Board wishes to protect itself from any potential work stoppages that are beyond the control of the county and the general contractor when constructing a new Health and Human Services Campus; and

**WHEREAS**, the buildings and trades construction unions desire the same protection; and

**WHEREAS**, the attached agreement between the County and the buildings and trades construction unions is the method to ensure no work stoppages, along with the County's desire to achieve certain goals for minority and female participation in the workforce on the job site, and a clear statement on how to address issues that are likely to arise between two or more building and trade construction unions; and

**WHEREAS**, your Committee recommends approval of the attached Project Labor Agreement

**NOW THEREFORE BE IT RESOLVED**, by the Peoria County Board that the attached Project Labor Agreement, is hereby approved and the County Administrator is authorized and directed to execute the Project Labor Agreement on the County's behalf.

RESPECTFULLY SUBMITTED,  
COUNTY HEALTH COMMITTEE