

**PROJECT LABOR AGREEMENT
BETWEEN EUCLID CITY SCHOOL DISTRICT
AND
CLEVELAND BUILDING & CONSTRUCTION TRADES COUNCIL**

INTRODUCTION AND SCOPE

- A. This Project Labor Agreement (“Agreement”) is entered into this ___ day of _____ 2010, by and between Euclid City School District, its successors or assigns (“District”) and the Cleveland Building and Construction Trades Council (“CBCTC”), acting on its own behalf and on behalf of its affiliates (collectively, “Unions”), with respect to the construction of Four Elementary Schools at various sites in the District (“Project”).”
- B. The term “Employers” shall collectively refer to and include all employers and entities, including but not limited to, construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement. Such work shall include site preparation work and dedicated off-site work traditionally performed by the signatory Unions. The conditions of this Agreement shall be binding for all construction work under the direction of and performed by the Employers. This Agreement does not apply to the following:
1. Work performed by the Architect, Construction Manager, maintenance plan advisors, commissioning authorities, environmental consultants, abatement consultants, geotechnical 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 District may install specialized equipment, or inspect or test equipment before, during or after installation, using a vendor of the District’s choice, personnel of the District, or manufacturer’s personnel as may be deemed necessary;
 2. All District operations and activities;
 3. Work related to the assembly of fixtures, furnishings, and equipment not permanently installed. However, unloading of trucks is covered by this Agreement;
- C. The Parties to this Agreement acknowledge that the construction of the Project is important to the development of economic and educational opportunities for the residents of the Euclid City School District and the enhancement of the City. The Parties recognize the need for the timely completion of the Project without interruption or delay, so that state-of-the-art educational facilities will be available to

the District's students as soon as possible. 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. The intent and understanding of the Parties is to maximize the employment opportunities of skilled craftspeople living within the City of Euclid. In order to accomplish the mutual goals of the Parties, all Contractors and sub-contractors shall use employees living within the City of Euclid for 25% of their labor or demonstrate good faith efforts to do so.

D. The District, the Employers 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 craft workers for the construction of the Project. The Parties will meet monthly during the construction of the schools to discuss issues of mutual concern.

E. To maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement and to avoid workplace disruptions that may be caused by union and nonunion workers employed 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 all misunderstandings, disputes or grievances which may arise.

F. The District shall assure compliance with this Agreement by 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 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 Paragraphs I, N and R, which shall apply to such work.

G. The Parties recognize that the District participates in this Agreement as a market participant. This Agreement shall not foreclose any person or entity from submitting a bid on this Project.

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

I. Liability of any Employer and the liability of the Unions shall be several and not joint.

J. The District and the CBCTC will work cooperatively to present programs to District students regarding employment opportunities in the construction industry.

UNION RECOGNITION AND SUBCONTRACTING

K. District shall require that all work be performed by Employers who are or become signatory to a collective bargaining agreement with the appropriate craft union signatory to this Agreement. As used in this Paragraph K and throughout this Agreement, "appropriate craft union signatory to this agreement" includes the craft union(s) for the trades employed by Employers (and subcontractors) and the craft union (s) for the employees that tend those trades. The District 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 bound by the terms of this Agreement. Neither the District nor its contractors or subcontractors will use leasing, temporary employment or brokering as a substitute for performance of its obligations under this paragraph. The furnishing and installation of specified toilet room accessories, including the layout and installation of required backing support for such accessories, will be included in the scope of work of the plumbing contractor or subcontractor. The District may elect to install minor accessories after substantial completion of the Project. 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 the collective bargaining agreement but only for work performed on the Project or covered within the scope of 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 A ("Letter of Assent") attached to this Agreement.

L. For any Employer who signs a Letter of Assent as set forth in Paragraph K with a Union that does not operate an exclusive referral system pursuant to its customary collective bargaining agreement, that Employer may continue to employ a maximum number of five "core" employees on each of the Four Elementary Schools provided that those "core" employees:

1. possess any license required by state or federal law for the Project work to be performed,
2. have worked a total of at least one thousand (1000) hours in the construction craft during the prior three (3) years,
3. were on the Employer's active payroll for at least sixty (60) out of the one hundred eighty(180) calendar days prior to the contract award, **and**
4. have the ability to perform safely the basic functions of the applicable craft.

M. Core employees who meet all of the four aforementioned qualifications will be permitted to work on the Project as follows: An Employer may employ a "core" employee and the Union will refer one of its existing members on an alternating basis, with the Employer being permitted to choose its "core" employee first, up to a maximum of five "core" employees. After a total of ten employees have been hired

(five "core" employees and five Union referrals), all additional employees will be Union referrals. For the duration of the Employer's work on the Project, the ratio of "core" employees to Union referrals shall be maintained. When the Employer's workforce is reduced, employees shall be reduced in the same ratio as was applied in the initial hiring. Any Employer attempting to circumvent the hiring provisions set forth herein by misclassifying any of its employees as supervisors or foremen shall forfeit their right to employ "core" employees on this project. Any "core" employee working on the Project will be covered by the union security provision of the customary collective bargaining agreement of the affected craft Union with whom the Employer is signing a Letter of Assent.

WORK STOPPAGES AND LOCKOUTS

N. 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 the Unions or by any employee, and there shall be no lockout by the District or any Employer. It is understood that the District, at its sole option, may terminate, delay, and/or suspend any or all portions of the Project at any time.

O. 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 and their subcontractors to pay wages retroactive to the date such wage increases and adjustments become effective, the Unions will permit employees to continue to work for the Employers and their subcontractors during the pendency of negotiations, and the Unions will 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 and their subcontractors with the retroactive agreement as to wages and working conditions as set forth above.

EMERGENCY INJUNCTIVE RELIEF

P. In the event of an alleged violation of the contractual commitments set forth in Paragraphs K and/or N, 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 Paragraphs K or N 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 have.

FRINGE BENEFIT CONTRIBUTIONS

Q. If a Fringe Benefit Trust Fund or a Union provide the District with written notice that one of the Employers 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 District 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 District that the benefit contributions have been paid and made current. The District'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 the District 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.

R. The CBCTC shall have all Trust Fund Agreements accessible electronically or shall provide a copy of the agreement to all prospective bidders making such request. The CBCTC may charge up to ten cents a page for copies of such documents.

JURISDICTIONAL DISPUTES

S. Upon request, each direct-hire Employer of any tier shall conduct 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 Union. The District 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 initial and final assignments are the sole responsibility of the Employer performing the work involved.

T. 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.

U. 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 Employers and Unions parties to this Agreement.

V. 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. Individuals violating this section shall be subject to immediate discharge.

DISPUTES AND GRIEVANCES

W. 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 Paragraphs K or N, shall be resolved as set forth in Paragraph X.

X. 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:

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 District 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 District) 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 District 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 of 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.

Step 4. The District 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.

DRUG FREE WORKSITE

Y. The parties agree that the Project will be a "drug-free" worksite.

HELMETS TO HARDHATS

Z. 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.

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.

THIS AGREEMENT AND THE BOARD'S RIGHTS AND OBLIGATIONS HEREUNDER ARE EXPRESSLY CONTINGENT UPON THE DUE AUTHORIZATION OF, AND APPROVAL BY, THE OHIO SCHOOL FACILITIES COMMISSION. UNTIL SUCH APPROVAL IS GIVEN IN WRITING, THIS AGREEMENT IS OF NO FORCE OR EFFECT.

**Cleveland Building &
Construction Trades Council**

_____, President

Loree K. Soggs, Executive Secretary

_____, 200_

_____, 200_

Unions:

Organization	Signature and Title	Date
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Asbestos Workers #3

Bricklayers District Council

Boilermakers #744

Cement Masons #404

Electrical Workers #38

Elevator Constructors #17 _____

Ironworkers #17 _____

Laborers #310 _____

Laborers #860 _____

Operating Engineers #18 _____

Painters District Council _____

Pipefitters #120 _____

Plasterers #80 _____

Plumbers #55 _____

Roofers & Waterproofers #44 _____

Sheetmetal Workers #33 _____

Teamsters #436 _____

Tile Layers #36 _____

EXHIBIT A

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 _____, 200_.

Name of Company

By: _____
Typed or printed

Position

Signature

Address

Phone: _____ Fax: _____

E-mail: _____

BWC No. _____ Federal ID No. _____

Name of Union

By: _____
Typed or printed

Position

Signature

Address

Phone: _____ Fax: _____

E-mail: _____

Name of Union

By: _____
Typed or printed

Position

Signature

Address

Phone: _____ Fax: _____

E-mail: _____

Name of Union

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