

ILLOWA CONSTRUCTION
LABOR AND MANAGEMENT COUNCIL

IMPACT™
MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

For construction of facilities located within the nine (9) county areas of Illinois and Iowa and represented by the Illowa Construction Labor and Management Council. These counties are Rock Island, Henry, Mercer, Knox, Warren and Henderson in Illinois and Muscatine, Scott and Clinton in Iowa.

This Memorandum of Understanding is between the signatory parties as listed on the signature page herein and has been developed in a mutually satisfactory manner to better service the needs of the construction consumer and to give the consumer the best overall value for their construction dollar.

In an effort to assure any client of our signatory employers that there is a sincere effort to efficiently address the construction needs of a project, the signatories to this document will provide the following:

1. Increased productivity through the employment of craftsmen who have either completed an accredited apprenticeship program or are currently registered in such a program and are under the direct supervision of a certified trained craftsman.
2. Work stoppages, job disruptions or strikes will not occur for any reason on any project site covered by this IMPACT Agreement. Any economic disputes will be handled in accordance with the provisions of Article XV.
3. All parties shall follow all recognized ethical standards and procedures in soliciting bids and performing all work.
4. A pre-bid jurisdictional conference, as outlined in Article V, will determine the assignment for each work discipline on an IMPACT project to the appropriate craft.
5. The unions and contractors agree to abide by all Federal, State and Local safety regulations as they apply to the construction process.

ARTICLE I
RECOGNITION

It is agreed between the Unions and the Illowa Construction Labor and Management Council or any other signatory employer that this Memorandum of Understanding is applicable to any construction project within the geographical jurisdiction of the Illowa Construction Labor and Management Council, when said project is assigned and signed for by the owner as an IMPACT Project.

1. The owner recognizes the unions herein as duly constituted for the purpose of bargaining collectively and administering this memorandum for the members affiliated with the various international unions.
2. All contractors and/or Contractors acting as Construction Managers shall be signatory and bound by the applicable local collective bargaining agreement(s) with the appropriate Tri-City Building and Construction Trades Council Local union affiliated with the AFL-CIO. Any conflict between the terms of this Agreement and any local collective bargaining agreements, this Agreement shall govern.
3. All Signatory parties will agree not only to the expressed terms and provisions of the IMPACT Agreement, but also to all other policies, guidelines, and regulations regarding internal implementation of the IMPACT Agreement, as may be provided for by the Illowa Board.

ARTICLE II
UNION SECURITY

Any employee, who, at the time of employment, is a member in good standing of any AFL-CIO Building Trades Union shall be considered in compliance with the Union Security Article.

ARTICLE III
NON-DISCRIMINATION

The unions and the employer agree to abide by all executive orders and subsequent amendments thereto, regarding the Civil Rights Act of 1964, pertaining to non-discrimination in employment, in every respect.

ARTICLE IV
SCOPE OF WORK

1. This memorandum covers all work assigned by the owner and/or Construction Manager to the contractor and performed by the employees of the contractors covered by this memorandum.
2. The unions and the contractor understand that the owner may choose to perform or directly subcontract or purchase any part or parts of work necessary on the project with due consideration given to achieving the highest standards and harmonious working conditions herein. All subcontracting of work covered by this memorandum shall be limited to contractor's signatory to this memorandum.

This Memorandum of Understanding shall apply only to those projects set forth herein:

OWNER: _____
PROJECT: _____
LOCATION: _____
BID DATE: _____

ARTICLE V
PRE-BID JURISDICTIONAL CONFERENCE

A pre-bid jurisdictional conference will determine the assignment for each work discipline on an IMPACT project to the appropriate craft. Contractors shall make work assignments to the proper craft in accordance with the pre-bid jurisdictional decisions.

MANDATORY pre-bid jurisdictional conference outline:

- A. Applies only in IMPACT projects where an IMPACT Agreement has been signed by the Owner/Contractor and/or Construction Manager previous to bid date.
- B. One complete set of plans and specifications will be provided by the Illowa Construction Labor & Management Council to the Tri-City Building and Construction Trades Council for pre-bid examination.
- C. The Tri-City Building and Construction Trades Council shall schedule a pre-bid jurisdictional conference. A notice stating the date, time and location of this conference will be sent to all crafts having jurisdiction of the project.

- D. All aspects of construction will be discussed at this jurisdictional conference and the jurisdiction designation will be determined and assigned for each work discipline to the appropriate craft. All determinations will adhere to prevailing trade agreements and local practices in the best interest of the project owner.
- E. The Tri-City Building and Construction Trades Council will provide a letter to all bidders of record within 48 hours of bid time indicating the results of the conference. In the event that specialty assignments are made to trade crafts that are not substantially represented by local union contractors, the Tri-City Building and Construction trades Council will provide a minimum of three names of prospective contractors that will provide bids for these specialties.
- F. In the event that the bidding contractors, after sending written invitation to the suggested specialty contractors, are unable to receive at least two competitive bids, the bidding contractors, after notifying the respective trade representative, will be allowed to use the service of any bidder that is willing to sign a one time agreement with the respective craft.
- G. After receipt of the letter of jurisdictional assignment by the bidding contractor, the Tri-City Building and Construction Trades Council agrees that all work will be carried out in accordance with this letter without any further dispute. In the event that work disciplines are not covered and assigned by the jurisdictional conference for the subject project, it shall be the sole responsibility of the bidding contractor or the owner to make selection of the personnel to provide the work discipline without any further dispute.

ARTICLE VI
UNION REPRESENTATIVE

Local union business representatives shall be granted reasonable access to projects operated within the plant locations, subject to contractor and owner regulations.

ARTICLE VII
WAGES & BENEFITS

Wage rates and payment of same shall be as set forth in the current labor agreement of the affiliated local union performing the work.

ARTICLE VIII
HOLIDAYS

For the purpose of uniformity, the following holidays shall be observed and, if worked, shall be paid at the rate of double time: New Years Day, Memorial Day (as provided by federal law), July 4th, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day.

ARTICLE IX
SUPERVISION

The designation, appointment and determination of the number of foremen/women and/or general foremen/women is the sole responsibility of the contractor.

ARTICLE X
TRAVEL AND SUBSISTENCE

No subsistence, travel allowance, mileage or pay for travel time will be paid to any employee covered by the terms of this Memorandum of Understanding.

ARTICLE XI
WORK HOURS PER DAY

Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, inclusive, shall constitute a week's work. The regular starting time shall be eight (8) o'clock a.m. and the regular quitting time shall be four-thirty (4:30) o'clock p.m.; lunch time shall be twelve (12) o'clock noon to twelve-thirty (12:30) o'clock p.m.

By mutual consent of the company and the union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this article, the standard work day of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

When so required, multiple shifts of eight (8) hours may be worked. Any shift premiums will be paid based on each respective crafts collective bargaining agreement. A thirty (30) minute lunch period shall be mutually agreed upon by the job superintendent and the union representative and shall not be considered as time worked. Local labor agreement provisions regarding minimum number of days to establish shifts or shift starts are waived for work under this memorandum.

All time worked before and after the established work day of eight (8) hours, Monday through Friday, shall be paid at the rate of time-and-one-half. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time-and-one-half. All work commencing with the beginning of the established work day on Sundays and/or holidays shall be paid at the rate of double time.

ARTICLE XII
SAFETY

The employees covered by the terms of this memorandum shall at all times, while in the employ of the company, be bound by the safety rules and regulations as established by the owner, company, applicable local or area collective bargaining agreement or applicable safety laws.

ARTICLE XIII
APPRENTICES

Apprentice ratios shall be as provided in each respective craft's local labor agreement. The unions agree that there may be times when the apprentice ratios may need to be adjusted to meet the needs of the owner, and agree that when such a need does arise, the unions and the contractor will negotiate such ratios on an as needed basis.

ARTICLE XIV
HIRING AND TRANSFER OF EMPLOYEES

The contractor agrees to hire employees within the local union's geographic jurisdiction where work is being performed or is to be performed in accordance with the hiring procedure existing in the territory where the work is being performed. In addition, the contractor shall have the right to move foremen/women between jobs and/or local union jurisdictions. If a local union is unable to fill the request of the contractor for employees within a forty-eight (48) hour period after such request for employees (Saturdays, Sundays, and holidays excepted), the contractor may employ employees from any source.

ARTICLE XV
LOCKOUT OR WORK STOPPAGE

During the term of this Memorandum of Understanding, there shall be no lockout by the company and no work stoppages by the unions. Any employer signatory to this Memorandum of Understanding, shall work through any economic dispute and shall, upon completion of the negotiations, comply with any changes in the new agreement.

ARTICLE XVI
MANAGEMENT CLAUSE

In the exercise of its functions of management, the contractor shall have the right to:

1. Plan, direct and control the operation of all his/her work.
2. Hire employees and supervision.
3. Direct the workforce; assign employees and supervision to their jobs.
4. Discharge, suspend or discipline for just cause.
5. Transfer, promote or demote employees and supervision.
6. Lay off employees and supervision because of lack of work or for other legitimate reasons.
7. Require employees and supervision to observe the contractor's rules and regulations not inconsistent with this memorandum.
8. Regulate the use of all equipment and other property of the contractor; decide the amount of equipment to be used, and the number of employees needed.
9. Shall be free to contract work anywhere and shall decide the methods of work and the source from which material and equipment is obtained.

The contractor will not use these rights for the purpose of discrimination against any employee.

ARTICLE XVII
ADMINISTRATIVE PROCEDURES

Extensions of the Memorandum of Understanding shall be on a location-to-location basis and shall be sought for each location. Owners and Contractors awarding work to a sub-contractor must be sure that the sub-contractor has and will comply with this Memorandum of Understanding and be in possession of it with permission to utilize it at the start of the project.

In the event that a particular project has any unique or specialty work operations not normally performed by contractors or sub-contractors in the Illowa Construction Labor and Management Council's geographic area then the requirement of a responsible sub-contractor to make application for this Memorandum of Understanding and be in possession of same may be waived by mutual consent of all parties involved in the particular work operation.

ARTICLE XVIII
ENFORCEMENT

Owners and Contractors grant and authorize the Illowa Construction Labor and Management Council to take the necessary measures to enforce the terms of this Agreement.

ARTICLE XIX
DURATION OF AGREEMENT

This Memorandum of Understanding becomes effective on _____ and shall continue in effect until the particular project has been completed. Changes may be made at any time by mutual written consent.

ARTICLE XX
GENERAL SAVINGS CLAUSE

Any provisions in this memorandum which are in contravention of any federal, state, local or county regulations or laws affecting all or part of the limits covered by this memorandum shall be suspended in operation within the limits to which such laws or regulations are in effect. Such suspension shall not affect the operation of any such provisions covered by this memorandum, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the memorandum within the limits to which such law or regulation is applicable.

ILLOWA CONSTRUCTION LABOR
AND MANAGEMENT COUNCIL

OWNER

Co-Chairman -- Labor

Name/Title

Co-Chairman -- Management

CONTRACTOR

Name/Title

DATE: _____