

**Memorandum
Public Works Department**



To: City Manager
Subject: IMPACT Agreement – Filter Facility for the Water Treatment Plant
Date: April 15, 2017
Number: 2017-045

Project labor agreements (known locally as IMPACT Agreements) are valuable for complicated, time-critical projects because they assure that the projects will not be delayed by labor disputes. IMPACT Agreements are commonly used by local project owners such as the Rock Island-Milan School District, Augustana College and the Trinity Health System. The City has recently participated in IMPACT Agreements for construction of Schwiebert Park, the expansion of the Rock Island Fitness and Activity Center, the M.L. King Center Expansion, the Municipal Services Garage Replacement, the Mill Street Sewage Treatment Plant Expansion, and the Police Station. The federal government and the State of Illinois both encourage project labor agreements.

The construction of the new Filter Facility for the Water Treatment Plant would benefit from the use of an IMPACT Agreement. A copy of the IMPACT Agreement is attached.

RECOMMENDATION

The Public Works Department recommends that the City Council approve the use of the IMPACT Agreement for the new Filter Facility for the Water Treatment Plant and authorize the City Manager to execute the documents.

Submitted by: Larry Cook, Interim Public Works Director
Michael J. Kane, P.E., City Engineer

Approved by: Randall D. Tweet, Interim City Manager

**ILLOWA CONSTRUCTION
LABOR AND MANAGEMENT COUNCIL**

IMPACT™
MEMORANDUM OF UNDERSTANDING

**City of Rock Island
Filtration Facility Water Treatment Plant
2215 – 16th Avenue, Rock Island**

**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. When public funding is provided for a project, the owner will follow its normal bidding procedures and will include as a condition of the bid, that any bidder must be willing to sign a project specific agreement with the respective craft or be a craft user.

**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 VI
UNION REPRESENTATIVE

Local union business representatives shall be granted reasonable access to projects, 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. When New Years Day, July 4th, or Christmas Day fall on a Saturday or Sunday the holiday will be observed on Friday or Monday as recognized by the federal government.

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
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 seven (7) o'clock a.m. and the regular quitting time shall be Three-thirty (3:30) 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 XI
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 XII
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 XIII
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 XIV
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 XV
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 employees and supervisors 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 XVI
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 the bidding contractors, after contacting 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 project specific agreement with the respective craft.

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 XVII
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 XIII
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 XIX
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

Roy W. Waskiewicz
Co-Chairman -- Labor
Steve O'Neil
Co-Chairman -- Management

Name/Title

**City of Rock Island
1528 Third Avenue
Rock Island, Illinois**

GENERAL CONTRACTOR

Name/Title

DATE: 2/20/17



2112 53rd Street, Moline, IL 61265 ♦ Phone (309) 736-3460, Fax: (309) 736-3464, Email: impact@illowaimpact.org

We, the undersigned unions, hereby reaffirm our commitment and support of all IMPACT Agreements.

The undersigned unions hereby decree they will be bound to the IMPACT Agreement for the term designated below unless the undersigned gives written notice to the Illowa Construction Labor & Management Council a desire to amend or terminate that Agreement five (5) calendar months prior to the expiration of such an Agreement. This Agreement shall be in effect for January 1st, 2014 thru January 1st, 2019.

Dated: 1-1-2014

Asbestos/Insulators Local # 81

Justin R. Waily

Boilermaker Local #83

James S. J.

Carpenters Local #4

Gene Weeping

Cement Masons Local # 18 Area 544

Monty O. Schae

Glazier Local #581

Bob K. K.

Millwrights Local #2158

Gene Weeping

Painters Local # 502 & 676

Bob K. K.

Boilermakers Local #60

Matthew D. Nelson

Bricklayers Local #6

Bob K. K.

Carpenters Local #166

Gene Weeping

Electricians Local #145

Scott A. Vandrom

Ironworkers Local #111

Bob K. K.

Operating Engineers Local #150

Bob K. K.

Plasterers Local #18

David B. Arnold



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Dated: 1-1-2014

Plumbers & Pipefitters Local #25

W. Thomas McCune

Sheet Metal Workers Local #91

E. Mihay

Laborers Local #309

Bob L

Roofer Local #32

Mark R. Miller

Sprinklerfitters Local #669

Kurt Wood