

PLA-RELATED CONTRACT TERMS

Equal Opportunity in Employment & Project Labor Agreement Provision

For the purposes of this provision, "contracting entity" means the legal entity that has signed a contract to provide services or perform work or to provide personal property or a combination thereof to or on behalf of the County. The words used herein and the requirements shall be interpreted in accordance with and have the meaning ascribed to them as set forth in Article 14 of the Project Labor Agreement.

- (1) *Non-discrimination pledge.* The contracting entity shall not discriminate against any employee during the course of employment or application for employment on the basis of race, color, religion, national origin, ancestry, sex (including pregnancy), gender identity or expression, age, citizenship status, marital status, sexual orientation, genetic information, order of protection status, arrest record, military status, physical or mental disability unrelated to an individual's ability to perform the essential functions of their job with or without reasonable accommodations, or unfavorable discharge from the military.
- (2) The contracting entity shall make good faith efforts in accordance with its affirmative action plan and utilization plan, if one is required to be submitted to and approved by the County, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Article 14 of the Project Labor Agreement regarding this project.
- (3) *Notices.* The contracting entity shall post notices regarding non-discrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the County, setting forth the provisions of the non-discrimination pledge; however, the contracting entity may post other notices of similar character supplied by another governmental agency in lieu of the County's notice.
- (4) *Employment relations.* The contracting entity shall send to each labor union, employment service agency, or representative of workers with which the contracting entity has a collective bargaining agreement or other contract or understanding, a copy of the contracting entity's notice regarding the non-discrimination pledge.
- (5) *Solicitation and ads for employment.* The contracting entity shall, in all solicitations and advertisements for employees placed by or on behalf of the contracting entity, state "This is an Equal Opportunity Employer."
- (6) *Access to books.* The contracting entity shall permit access to all books, records and accounts pertaining to its employment practices by the County Executive or the County Executive's designee for purposes of investigation to ascertain compliance with these provisions and the Project Labor Agreement.

- (7) *Reports.* The contracting entity shall provide periodic compliance reports to the County Executive, upon request. Such reports shall be within the time and in the manner proscribed by the County and describe efforts made to comply with the provisions of the Project Labor Agreement.
- (8) *Remedies.* In the event that any contracting entity fails to comply with the above subsections, or fails to comply with or make good faith efforts to comply with its affirmative action plan, utilization plan, or any provision of county, state or federal law relating to human rights, after the County has provided written notice to the contracting entity of such failure to comply and provided the contracting entity with an opportunity to cure the non-compliance, then the County, at its option, may declare the contracting entity to be in default of this agreement and take, without election, any or all of the following actions:
- (i) Cancel, terminate or suspend the contract in whole or in part;
 - (ii) Declare the contracting entity ineligible for further contracts for up to one calendar year;
 - (iii) Recover from the contracting entity by set-off against the unpaid portion of the contract price, or otherwise recover money due to the contracting entity pursuant to the contract, the sum of fifty dollars (\$50.00) per day, as liquidated damages and not as a penalty, for each day after the date of the notice that the contracting entity fails to comply with these provisions of the contract, as determined by the County Executive, the said sum being fixed and agreed upon by and between the contracting entity and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain in the event of such breach of contract, and said amount is agreed to be the amount of monetary damages which the County would sustain;
 - (iv) Seek other contractual remedies or sanctions allowable by law.
- (9) Construction contractors shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

East Central Illinois Building & Construction Trades Council

Project Labor Agreement

This Agreement is entered into this _____ day of _____, XXX, by and between _____ and the East Central Illinois Building and Construction Trades Council (ECIBCTC) for and on behalf of its affiliates, individually and collectively, hereinafter referred to as the “Union”. This Agreement shall apply to work performed by the Employer (Champaign County) and its Contractors and Subcontractors on Construction known as the On-Site Solar PV System at the Champaign County Highway Department, Project, RFP #2024-007, hereinafter referred to as the “Project”.

Article 1 - Intent and Purposes

1.1 It is mutually understood that the following terms and conditions relating to employment of workmen covered by this Agreement have been written in order to promote efficiency of construction operations and provide for peaceful settlement of labor disputes without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work. It is also the intent of the parties to set out standard working conditions for the efficient prosecution of said construction work, herein to establish and maintain harmonious relations between all parties of the Agreement, to secure optimum productivity and to eliminate strikes, lockout, or delays in the prosecution of the work.

(a) Therefore, the following provisions will be binding upon _____ and all its sub-contractors (herein jointly referred to as “Contractor”), who shall be required to sign the Participation Agreement, attached hereto as Exhibit A, and the Unions during the term of this Agreement and any renewal thereafter. The Unions hereby consent to apply the terms and conditions of this Project Agreement to said sub-contractors upon their signing the Participation Agreement. It is understood that each sub-contractor will be considered and accepted by the Unions as a separate employer for the purposes of collective bargaining. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others. This agreement may be modified by mutual consent in writing by the parties' signatory hereto.

(b) Nothing in this Agreement shall preclude the County from utilizing or assigning County employees to perform assigned work.

1.2 The Contractor agrees to be bound by the terms of the applicable Collective Bargaining Agreements and amendments thereto of the affiliates of the East Central Illinois Building and Construction Trades Council and the applicable employers association, if any. The applicable Collective Bargaining Agreement is that which predominates in Champaign County for the particular work performed by the Contractor. Such agreements are incorporated herein by reference, except that the work of the International Union of Elevator Constructors on this Project shall be performed under the terms of its National Agreements, with the exception of Article XI, XII, and XIII of this Project Labor Agreement, which shall apply to work. It is mutually understood that where the provisions of this Agreement are at variance with any other agreement between the Contractor and the Union, the language of this Agreement shall prevail. In order to comply with the requirements of the various fringe benefit funds to which the

Contractor is to contribute, the Contractor shall sign the applicable participation agreements when necessary.

1.3 The Contractor and the Union agree that should the collective Bargaining Agreement (CBA) of any ECIBCTC affiliate signatory to this Agreement will expire prior to the completion of this project, the expired contracts' terms will be maintained until a new CBA is ratified. The wages and fringe benefits included in any new CBA will be effective on the effective date of the newly negotiated CBA unless wage and fringe benefit retroactively is agreed upon by both bargaining parties.

Article 2 - Recognition

2.1 The Contractor recognizes the ECIBCTC and the signatory affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the jobsite. ECIBCTC affiliates signatory to this Agreement will have recognition on the project for their craft.

Article 3 - Administration of Agreement

3.1 In order to assure that all parties have a clear understanding of the Agreement, to promote harmony and address potential problems, a pre-job conference will be held with the Contractor, the County, ECIBCTC representatives, and all signatory parties prior to the start of any work on the project.

3.2 Representatives of the Contractor, the County, or the ECIBCTC may at any time require a meeting to review the operation of this Agreement. Said meeting shall take place within one week of the written request. The representatives at this meeting shall be empowered to resolve any dispute over the intent and application of the Agreement.

3.3 The Contractor shall make available in writing to the ECIBCTC no less than two days prior to these meetings, a job status report, planned activities for the next 30 day period, actual number of craft employees on the project and estimated numbers of employees by craft required for the next 30 day period. The purpose of this report is to allow time to address any potential jurisdictional problems and to ensure that no party signatory to the Agreement is hindering the continuous progress of the project through a lack of planning or shortage of manpower.

3.4 ECIBCTC shall supply a Union Contact List, attached hereto as Exhibit B, and shall provide an updated Union Contact List to both the Contractor and the County within one week of any change to the information therein.

3.5 The Contractor shall supply the County with a fully signed copy of this Agreement immediately after its execution. The Contractor shall have a continuing duty to promptly supply the County with complete copies of all signed Participation Agreements.

Article 4 - Hours of Work Overtime Shifts and Holidays

4.1 The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time, which is to be established at the pre-job conference, will be applicable to all craft employees on the project. Changes in the standard work day and week must be requested in writing and approved by the County. Should job conditions dictate a change in the established starting time and/ or a staggered lunch period on certain work of the project or with individual crafts, the Contractor, Business Managers of the crafts involved and the ECIBCTC shall mutually agree to such changes. If work schedule change cannot be mutually agreed to between these parties, the hours fixed in the Agreement shall prevail.

4.2 All time before and after the established workday of eight (8) hours, Monday through Friday and all the time on Saturday shall be paid in accordance with each craft's current Collective Bargaining Agreement. All time on Sundays and Holidays shall be paid for at the rate of double time. Fringe benefit payments for all overtime work shall be paid in accordance with each craft's Current Collective Bargaining Agreement.

4.3 Shifts may be established when considered necessary by the Contractor. Shift pay shall be in accordance with each craft's current Collective Bargaining Agreement. Shifts when established shall continue for a minimum of five (5) consecutive days. Changes in shift must be requested in writing and approved by the County.

4.4 Recognized Holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent has been given by the Business Manager.

Article 5 - Absenteeism

5.1 The Contractor and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility and the Contractor shall support such action with the work record of the involved employee. Any employee terminated for such absenteeism shall not be eligible for rehire on the project for a period of no less than ninety (90) days.

Article 6 - Management Rights

6.1 The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement.

Article 7 - General Working Conditions

7.1 Employment begins and ends at the project site.

7.2 Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair days work for a fair days pay.

7.3 The Contractor may utilize brassing, time clocks or other systems to check employees in and out. Should such procedures be required, the techniques and rules regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.

7.4 There shall be no limit on production by workmen or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any work of the trades and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

7.5 Crew Foreman shall be utilized as per the existing collective bargaining agreements. The Contractor agrees to allow crew foremen ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foremen's ability to handle tools and materials.

7.6 The Contractor may utilize the most efficient methods or techniques of construction tools or other labor-saving devices to accomplish the work.

7.7 The Contractor may establish such reasonable project rules as the Contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the project site by the Contractor.

7.8 It is recognized that specialized or unusual equipment may be installed on the project and in such cases, the Union recognizes the right of the Contractor to involve the equipment supplier or vendor's personnel in supervising the setting of the equipment. These personnel may make modifications and final alignment which may be necessary prior to and during the start-up procedure in order to protect factory warranties.

7.9 In order to promote a harmonious relationship between the equipment or vendor's personnel and the Building Trades craftsmen, a meeting shall be held between the Contractor and the ECIBCTC prior to any involvement on the project by these personnel. The Contractor will inform the ECIBCTC of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

7.10 Equipment or material delivered to the job site will be unloaded promptly without regard to jurisdictional disputes which will be handled as per the provisions of this Agreement. The Contractor will supply ECIBCTC and affiliated unions with delivery schedules, allowing as much time as possible to ensure the appropriate crafts will be available to unload the materials or equipment.

Article 8 - Safety

8.1 The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act and OSHA. These rules and regulations will be published and posted at conspicuous places throughout the project.

8.2 In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Contractor on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the ECIBCTC or any of its affiliates liable to any employees or to other persons in the event that injury or accident occurs.

Article 9 - Subcontracting

9.1 The Project Contractor agrees 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. The furnishing of materials, supplies or equipment and the delivery thereof shall in no case be considered subcontracting, with the exception of ready mix, aggregate, asphalts, brick, block, drywall, and trash removal.

Article 10 - Union Representation

10.1 Authorized representatives of the ECIBCTC and its signatory affiliates shall have access to the project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the project.

10.2 Each ECIBCTC affiliate which is a party to this Agreement shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified worker performing the

work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's employer and not with the employees of any other employer.

10.3 The working steward will be paid at the applicable wage rate for the job classification in which he is employed.

10.4 The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise provided in local agreements, shall be the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to discharge to the same extent that other employees are only after notification to the Union Representative. The Contractor will permit stewards sufficient time to perform the duties inherent to a steward's responsibilities. Stewards will be offered available overtime work if qualified.

Article 11 - Work Stoppages and Lockouts

11.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the ECIBCTC, its affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the project site is a violation of this Article.

11.2 The ECIBCTC and its affiliates shall not sanction, aid or abet, encourage or continue any work stoppages, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the project site. Should any of these prohibited activities occur the Union will take the necessary action to end such prohibited activities.

11.3 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.

11.4 Neither the ECIBCTC nor its affiliates shall be liable for acts of employees for which it has no responsibility. The principal officer or officers of the ECIBCTC will immediately instruct order and use the best efforts of his office to cause the affiliated union or unions to cease any violations of this Article. The ECIBCTC in its compliance with this obligation shall not be liable for unauthorized acts of its affiliates. The principal officer or officers of any involved affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A 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.

11.5 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.

(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 by service with delivery confirmation to the party alleged to be in violation and all involved parties.

- (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 exist but not before twenty-four (24) after the service with delivery confirmation notice to all parties involved as required above.
- (c) The Arbitrator shall notify the parties by service with delivery confirmation 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.
- (e) Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to hereinabove in the following manner. Written notice by service with delivery confirmation of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by service with delivery confirmation.
- (f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.
- (g) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation. In the event that no violation is found, such fees and expenses shall be borne by the moving party.

Article 12 - Disputes and Grievances

12.1 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 interruption, delays, or work stoppages.

12.2 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, accept when any craft which has a no strike, no lockout grievance procedure which results in final and binding arbitration, then they shall use their local grievance procedures to settle such disputes.

12.3 Any questions 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 the 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.

Step 1: (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: (a) 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 the arbitrator shall be borne equally between the Contractor and the involved Local Union(s).

Step 3: (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 the authority to change, amend, add to or detract from any of the provisions of this Agreement.

12.4 The Project Contractor and County 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 13 - Jurisdictional Disputes

13.1 As used in this Agreement, the term "jurisdictional dispute" shall be defined as any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees, regardless of that Contractor's contractual relationship to any other employer, contractor or organization on the site.

13.2 It is agreed by and between the parties to this Agreement that any and all jurisdictional disputes shall be resolved in the following manner; each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth:

- (a) Negotiation by and between the Local Business Representative of the disputing Unions and Contractor assigning the work within 5 business days. Such negotiation shall be pursued until it is apparent that the dispute cannot be resolved at the local level.
- (b) The International Representatives of the disputing Union shall meet on the job site by phone conference, e-mail or fax and attempt to resolve said dispute within 5 business days.
- (c) The parties to the Jurisdictional Dispute shall submit the dispute directly to an agreed upon arbitrator after complying with paragraph 13.2(b) above within 5 business days. An arbitrator will be selected from a panel of seven (7) arbitrators supplied through the Federal Mediation and Conciliation Service being selected or rejected one at-a-time by the Unions involved. The arbitrator's decision will be final and legally binding on this project only. Further, the losing party(s) will be responsible for the cost of the Arbitrator.
- (d) A jurisdictional dispute may be submitted upon a pre-job assignment.
- (e) If any party to the jurisdictional dispute does not fully comply with the steps and time limit with each step, then the party in non-compliance will lose by "automatic default".
- (f) Time limits at any step can be extended if all parties to the jurisdiction mutually agree in writing.
- (g) All parties to a jurisdictional dispute can mutually agree to waive the time limits in steps 13.2(a) & 13.2(b) and proceed directly to an expedited arbitration hearing.

13.3 The signatory parties to this Agreement agree that 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.

Article 14 – Workforce Diversity & Equal Opportunity in Employment

14.1 It is the policy of Champaign County to encourage and require equal opportunity in employment for all persons, and to promote the full realization of equal employment opportunity through actions by contracting entities who contract with the County. This Article establishes standards and procedures by which Contractors and Unions who perform work on County projects may comply with this stated equal employment opportunity policy.

14.2 Neither the Contractor nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, ancestry, sex (including pregnancy), gender identity or expression, age, citizenship status, marital status, sexual orientation, genetic information, order of protection status, arrest

record, military status, physical or mental disability unrelated to an individual's ability to perform the essential functions of their job with or without reasonable accommodations, or unfavorable discharge from the military.

14.3 Neither the Contractor nor the Union shall retaliate against a person because they complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

14.4 *Definitions.* The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning:

(a) *Champaign Diversity Advancement Program vendor list (CDAP vendor list)* means the certified database maintained by the City of Champaign, used by the County of Champaign pursuant to intergovernmental agreement, of qualified contracting entities that are 51 percent owned and operated by females, minorities, or individuals in other socially disadvantaged groups; or which are local, economically disadvantaged businesses.

(b) *Construction contract* means any contract to which the County is a party for the construction, rehabilitation, alteration, conversion, demolition or repair of buildings, highways or other improvements to real property.

(c) *Construction contractor* means any person who contracts with the County in a construction contract.

(d) *Construction subcontractor* means any person who contracts with a construction contractor in an amount greater than Thirty Thousand Dollars (\$30,000.00) for any single construction contract.

(e) *Contracting entity* means any vendor, construction contractor, or construction subcontractor.

(f) *Good faith efforts* are documented actions taken or planned by a contracting entity that are reasonably calculated to meet an established utilization or workforce participation goal or to encourage employment of, partnership with, and development of MBEs, WBEs and female and minority individuals in County projects. A contracting entity making good faith efforts actively and aggressively seeks participation by and partnership with WBEs, MBEs, and women and minority workers. The County will consider the quality, quantity, and consistency of efforts made by a contracting entity in determining whether the contracting entity has acted in good faith.

(g) *Minority Business Enterprise (MBE)* means a business that is at least 51 percent owned by one or more minority persons, or in the case of a corporation, at least 51 percent of the stock in which is owned by one or more than one minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own the business. A business certified as an MBE pursuant to the Champaign Diversity Advancement Program as indicated on the current CDAP vendor list shall be considered an MBE for purposes of this Agreement for such time as said certification remains valid.

(h) *Minority*. For purposes of this Article, "minority" shall be defined by reference to the definition of "minority person" in the Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/2, as amended.

(i) *Vendor* means persons who sell goods or services to the County in non-construction contracts and any financial depository in which the County deposits funds.

(j) *Woman Business Enterprise (WBE)* means a business that is at least 51 percent owned by one or more women, or, in the case of a corporation, at least 51 percent of the stock in which is owned by one or more women; and the management and daily business operations of which are controlled by one or more of the women who own the business. A business certified as a WBE pursuant to the Champaign Diversity Advancement Program as indicated on the current CDAP vendor list shall be considered a WBE for purposes of this Agreement for such time as said certification remains valid.

14.5 *Good faith efforts.*

(a) All contracting entities performing work on this Project are required to demonstrate good faith efforts in order to be considered a responsive bidder or respondent and throughout the duration of this Project to meet the County's established goals for utilization and employment of MBE and WBE firms and minority and female workers. The County Executive or his or her designee will determine the sufficiency of a contracting entity's good faith efforts. Sufficiency of good faith efforts may vary depending on the type of project, the type of products and/or services to be provided, and the duration of the project.

(b) *Female and Minority Participation Goals*. The County will set aspirational contract participation goals for this Project, except as exempted or waived pursuant to this Article, to assist in inclusion efforts of racial and ethnic minorities, women, and MBEs and WBEs. Contracting entities may meet contract participation goals in two ways: by employing set percentages of female and minority employees ("workforce participation goals"), and/or by assigning set percentages of work on a project to MBEs and WBEs ("utilization goals"). The County will ensure that female and minority participation goals are narrowly tailored in accordance with applicable law, and the County will provide appropriate flexibility to businesses in establishing and providing opportunities for female and minority workers. The County Executive will establish and report goals to the County Board as soon as reasonably practicable upon commencement of the Project, or prior thereto if feasible.

(c) The Union shall make all reasonable efforts to encourage, facilitate, and cooperate with a contracting entity in meeting the County's workforce participation and utilization goals and demonstrating good faith efforts.

(d) The following are minimum requirements a contracting entity must meet to demonstrate good faith efforts:

(1) All contracting entities must submit an Affirmative Action plan as outlined in Article 14.6.

(2) All contracting entities must make all reasonable efforts to contact, negotiate, and partner in good faith with qualified MBE and WBE firms listed on the CDAP

vendor list for potential subcontracting and/or joint venture opportunities and to employ female and minority employees.

(3) All contracting entities must submit a utilization plan that outlines their planned use of qualified MBE and WBE firms as subcontractors or as part of a joint venture, if applicable, and their employment of female and minority employees.

(e) Other evidence of good faith efforts by contracting entities may include, but is not limited to:

(1) Providing job training or direct employment opportunities to increase the utilization of women and minorities on County projects.

(2) Attendance at County-sponsored networking events to increase the utilization of MBEs, WBEs, and female and minority workers.

(3) Providing evidence that the contracting entity has met or exceeded the goals established for this County project related to the utilization of MBE and WBE firms and minority and female workers. Evidence may include payroll records or other documents showing the percentage of minority or female workers employed on a project or the percentage of project hours completed by minority and female workers.

(4) Monetary contributions to training and development funds or organizations dedicated to encouraging MBE and WBE businesses and minority and female workers.

(5) Outreach and recruitment efforts of WBEs and MBEs and female and minority workers.

(6) Packaging requirements, where feasible, into tasks and quantities that encourage maximum participation from MBEs, WBEs, and minority and female workers.

(7) Providing interested and qualified MBEs and WBEs with adequate information about the bidding and request for proposal process, adequate time to respond, and assistance in responding to bid and proposal solicitation.

(8) Assisting interested MBEs and WBEs in obtaining necessary equipment, supplies, and materials to successfully compete for County contracts and subcontracts.

(9) Assisting interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance.

(10) Seeking services from available female and minority community organizations, minority and female contractors' groups, minority and female business assistance offices, and other organizations as appropriate, to provide assistance in recruiting MBEs, WBEs, and minority and female workers.

(11) If a contracting entity has rejected one or more MBEs or WBEs for a subcontracting or joint venture opportunity, providing supportable reasons for rejection based on a thorough investigation of the business and its qualifications.

(12) All other evidence of good faith efforts that the County Executive or his or her designee deems sufficient to advance the County's goals to encourage minority and female participation in County projects.

(f) *Waiver.*

(1) Contracting entities that are unable to achieve utilization and workforce participation goals established for County projects may request a waiver from the County Executive or his or her designee. Waivers will only be granted when all reasonable attempts at good faith efforts have been exhausted.

(2) Good faith effort requirements may be waived on certain County projects due to the inability to appropriately apply the requirements in this section as a result of the nature of the contract or project.

(3) A waiver may be granted at the initiation of a purchase, at the vendor selection phase, or at any time during the term of the project.

(4) The determination to grant or deny a waiver and the duration of the waiver will be at the sole discretion of the County Executive or his or her designee.

(5) A contracting entity that demonstrates unwillingness to make good faith efforts, or that has demonstrated unwillingness to comply with good faith efforts in past County projects, will not be eligible for a waiver.

(g) *Compliance.*

(1) If the County Executive or his or her designee determines that a contracting entity has not made recent and substantial good faith efforts during the term of a County project, and the contracting entity does not have a valid waiver, the County Executive or his or her designee will notify the contracting entity of its non-compliance in writing. The notice will detail the non-compliance and will include information regarding the actions the contracting entity must take to cure the non-compliance.

(2) The contracting entity will be given ten (10) business days to cure the non-compliance or to provide a response in writing to the County Executive or his or her designee making acceptable arrangements to cure the non-compliance. Acceptable arrangements may include a waiver where the County Executive or his or her designee deems appropriate.

(3) If the contracting entity fails to cure the non-compliance or to make acceptable arrangements to cure the non-compliance within ten (10) business days, or if the County Executive or his or her designee finds the contracting entity's response insufficient, the County Executive or his or her designee may:

- a. Cancel, terminate, or suspend the contract in whole or in part;
- b. Declare the contracting entity ineligible for further contracts for up to one calendar year;
- c. Require the contracting entity to pay liquidated damages in the amount of fifty dollars (\$50.00) per day for each day the contracting entity was in non-compliance beginning with the original date of the letter of non-compliance; and/or
- d. Pursue other contractual remedies or sanctions allowable by law.

14.6 Affirmative action plan; submittal and approval.

(a) *Submittal.* Each contracting entity, as defined herein, shall submit an affirmative action plan and a utilization plan for the County's consideration describing the actions the entity will take to ensure compliance with this article. Affirmative action plans shall be accepted for a period of one (1) year from the date of approval by the County. Utilization plans must be submitted for each contract unless otherwise determined by the County Executive or his or her designee.

(b) *Minimum requirements.* The plan shall be approved by the County Executive or his or her designee if, and only if, the plan at minimum reflects substantial compliance with the following requirements:

(1) *Equal employment policy statement.* The contracting entity must indicate a positive attitude toward equal employment opportunity and indicate that decisions regarding recruitment, hiring, training and promotion will be made without regard to race, color, religion, national origin, ancestry, sex (including pregnancy), gender identity or expression, age, citizenship status, marital status, sexual orientation, genetic information, order of protection status, arrest record, military status, physical or mental disability unrelated to an individual's ability to perform the essential functions of their job with or without reasonable accommodations, or unfavorable discharge from the military, except when one (1) of these criterion is a good faith qualification for the occupation involved.

(2) *Assignment of responsibility.* The contracting entity must select a director of the contracting entity's affirmative action program. It will be the director's responsibility, among other things, to assist in the identification and solution of problems. The contracting entity must give the director the necessary top management support and staffing to fulfill his or her job duties.

(3) *Procedures for disseminating policy.* A policy of affirmative action is considered to be of little value unless it goes beyond the words on a piece of paper and is put into effect. The contracting entity is responsible for establishing procedures for disseminating their affirmative action program both within the entity (internally) and outside the entity (externally).

(4) *Utilization analysis.* The contracting entity must identify those areas within the contracting entity's workforce in which minorities and women are being under-utilized.

A utilization analysis is composed of four (4) different parts: a workforce analysis; identification of job groups within the contracting entity; an availability analysis; and an under-utilization analysis.

(5) *Goals and timetables.* For each job group in which under-utilization of minorities or women is found, the contracting entity must set up a system of goals and timetables for correcting the deficiencies. Separate goals for minorities and women must be established, but a single goal for minorities is acceptable unless it is determined that one (1) minority is underutilized in a substantially disparate manner.

(6) *Identification of problem areas and adverse effect.* The contracting entity must identify key job titles in which women or minorities are under-represented in relation to their availability in the workforce and those employment practices which have an adverse effect on women or minorities so as to discourage their employment or full utilization. The contracting entity studies of applicant flow, recruitment procedures, selection and placement procedures, promotions and transfers, seniority systems, terminations, relations with labor unions, employee benefits and working conditions are required.

(7) *Corrective action measures.* Should problem areas be identified or a disproportionate impact on women or minorities be uncovered, the contracting entity is obligated to develop and execute corrective action programs. The total selection process should be evaluated and the necessary changes made.

(8) *System for monitoring compliance.* To ensure that the non-discrimination policy is being carried out, the contracting entity should monitor employment actions at all levels and require the submission for review of reports from unit managers on a scheduled basis.

(9) *Support of EEO programs.* The contracting entity must actively support local, state, and national programs that are designed to improve the employment opportunities of women and minorities.

(10) *Recruitment of persons outside workforce.* Racial minorities and women generally considered outside of the workforce should be considered for employment when they have the requisite skills and can be recruited through good faith efforts.

(11) *System of records and annual summary.* In order to be able to supply compliance officers with information on affirmative action efforts, contracting entities should establish a system of compiling support data in such forms as applicant flow data, progression line charts, seniority rosters, and applicant rejection ratios indicating minority and sex status.

(c) *Failure to submit plan.* If the proposed contracting entity fails to submit an affirmative action plan and utilization plan which, in the County Executive's sole discretion, comply with this section, prior to the execution of a contract by the County, or within such reasonable time after execution as may be provided by the County Executive, the sanctions provided for in this article or provided for in the agreement shall be enforced against the contracting entity.

(d) *Failure to cooperate or comply with plan.* If the contracting entity fails to provide information required to the County Executive to determine compliance with the plan within ten (10) business days of any such request, or fails to make a good faith effort to comply with the provisions of the submitted and approved affirmative action plan, or utilization plan the County Executive may invoke any of the sanctions provided for under the terms of the agreement with the contracting entity.

Article 15 - General Savings Clause

15.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or State government, the Contractor and the Union shall suspend the operation of such Article and provisions during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question.

Article 16 - Term of Agreement

16.1 This Agreement shall be in full force as of and from the date shown above to and including the end of all construction by the Contractor.

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