

PROJECT LABOR AGREEMENT
FOR
PAYNE-MARYLAND PROJECT

ARTICLE I

PURPOSE

This Agreement is entered into this _____ day of _____, 2012, between the City of Saint Paul (Project Owner) and the Saint Paul Building and Construction Trades Council (Council), acting on its own behalf and on behalf of all the Building Trades Local Unions affiliated with the Council (“Unions”) with respect to the construction of the Payne-Maryland Recreation Center and Library (“Project”).

The Project Owner and Council acknowledge that the construction of the Project is time sensitive due to the grant funding time limits. Accordingly, timely completion of the Project without interruption or delay is necessary. Additionally, a cooperative effort between the various trades will ensure a harmonious, continuous and stable workforce. Finally, Project Owner requires the payment of prevailing wages on all projects over \$10,000.00. This Agreement is intended to establish a framework for labor-management cooperation and stability with all employees from the construction and craft categories working together to furnish skilled and efficient construction and a timely completion of the Project.

Therefore, in recognition of the special needs of the Project and to maintain a spirit of harmony, labor-management peace, and stability in workforce during the term of this Agreement, the parties agree to abide by the terms and conditions herein and to establish effective and binding methods for the settlement of all disputes or grievances which may arise. Further, all construction contractors and subcontractors (Contractors) of whatever tier engaged in onsite construction work within the scope of this Agreement agree not to engage in any lockout, strike, slow-down, or interruption or other disruption of or interference with the work covered by this Agreement.

ARTICLE II

SCOPE OF AGREEMENT

Section 1. This Agreement shall apply and is limited to the recognized definition of new construction work under the direction of and performed by the Contractors who have contracts awarded for work on the Project. Such work shall include site preparation and dedicated off-site work.

It is agreed that all contractors of whatever tier who have been awarded contracts for work covered by this Agreement shall accept and be bound by the terms and conditions of this Agreement by executing the Letter of Assent (Attachment B) prior to commencing work.

Section 2. Nothing contained herein shall be construed to prohibit, restrict, or interfere with

the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

Section 3. This Agreement shall only be binding on the signatories hereto and not to their heirs, successors, or assigns and shall not apply to parents, affiliates or subsidiaries, if such exist.

Section 4. All contractors working on the Project shall be subject to the terms until such time as their contract requirements have been fully performed and accepted by the Owner. This Agreement shall have no further force or effect on the contractors who have completed contract requirements and had their work accepted except when directed by the Owner to engage in repairs, modifications, check-out or warranty work required by contract with the Owner for the Project.

Section 5. The Owner may, at its sole option, terminate, delay and/or suspend any or all portions of the Project at any time.

Section 6. All work on the Project must be performed by employees of employers bound by the terms of this Agreement.

ARTICLE III

UNION RECOGNITION

Section 1. Contractors recognize the Council, acting on behalf of the Unions as the sole and exclusive bargaining representatives of all craft employees within their respective trades working on the Project within the scope of this Agreement.

Section 2. The hiring of employees shall be governed by the procedures set forth in the collective bargaining agreements (CBAs) which form Schedule A, except that employers not party to any CBAs on Schedule A will be entitled to retain their core employees, defined as no more than 15% of the employer's construction employee workforce assigned to work on the Project, when commencing work on the Project. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in a union, nor based on any of the categories of prohibited discrimination in Saint Paul Legislative Code Chapter 183.

Section 3. All employees covered by this Agreement shall be subject to the union security provision contained in the applicable CBAs in Schedule A.

ARTICLE IV

UNION REPRESENTATION

Section 1. Authorized representatives of the Unions shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives fully comply with the posted visitor and security and safety rules of the Project.

Section 2. Each Union shall have the right to designate a working journeyman as a steward and shall notify the Project Owner in writing of the identity of the designated steward prior to the assumption of his/her duties as steward. Such steward shall not exercise any supervisory functions. There will be no non-working stewards. Stewards shall receive the regular rate of pay for their respective crafts.

ARTICLE V

WAGES AND BENEFITS

Section 1. All employees covered by this Agreement shall be classified in accordance with work performed and paid the base hourly wage rates for those classifications as specified in the applicable local CBAs, except that to the extent that the federal Davis-Bacon prevailing wages are higher than the CBA hourly wage rates, the higher of the two will prevail.

Section 2. The contractors agree to pay contributions to the established employee fringe benefit funds in the amounts designated in the applicable CBAs. Only such bona fide employee benefits as accrue to the direct benefit of the employee (such as pension and annuity, health, vacation, apprenticeship and training funds, etc.) shall be included in this requirement and paid the by the Contractors on this Project. This section shall include any new benefits established by CBAs during the course of the work performed on the Project provided they meet the criteria of bona fide employee benefits accruing to the direct benefit of the employee.

Section 3. Contractors that are not a signatory to a CBA may elect to participate in the Minnesota State Building Trades Health Reimbursement Trust Fund (HRTF) in lieu of contributing to the bona fide fringe benefit funds designated in the CBAs in schedule A. The amount of the HRTF contribution per employee shall be the difference between the total contribution amount that would be required per employee for the CBA's bona fide fringe benefit funds and the actual total contribution per employee to the contractor's bona fide, non-discretionary benefit plans.

The purpose of offering the option to contribute to the HRTF is to permit Contractors not a signatory to a CBA to avoid having to pay for both their own non-discretionary benefits and the CBA benefits on the Project and to ensure that benefits paid by said contractors inure directly to the benefit of their employees. The amount of the contribution is defined so as to ensure that all contractors pay the same amount and contractors not signatory to a CBA are not disadvantaged.

Section 4. Contributions to the HRTF must be made on behalf of named employees. Contractors electing to participate in the HRTF (HRTF Contractors) must submit to the Trustees a copy of their plan, summary plan description, and the premium structure for employees covered under the contractor's bona fide, non-discretionary plans. The total contribution amount per employee for its benefit plan is subject to confirmation by the Trustees of the HRTF. This may include an independent audit, and contractors are required to submit certified payroll reports to the Trustees or authorized administrator in order to confirm compliance with this Agreement and the terms of the Trust Agreement of the HRTF. HRTF contractors adopt and agree to be bound by the written terms of the legally established Trust

Agreement specifying the detailed basis on which payments are to be made into, and benefits paid out of, the HRTF. HRTF contractors authorize the parties to the Trust Agreement to appoint trustees and successor trustees to administer the HRTF and hereby ratify and accept the Trustees so appointed as if designated by the HRTF contractors. HRTF contractors must sign the Health Reimbursement Arrangement Employer Subscriber Agreement in Attachment B.

ARTICLE VI

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1. The work week, work day, hours of work, overtime pay, shifts, and holidays shall be as set forth in the applicable CBAs set forth in Attachment A.

Section 2. It shall not be a violation of this Agreement if the Owner or its representative suspends all or a portion of the job to protect the life and/or safety of an employee or employees. In such cases, employees will be compensated only for the hours actually worked unless the employer requests employees to remain on the worksite available for work. In such instances the employee will be paid for the standby time at their base hourly rate of pay.

ARTICLE VII

MANAGEMENT'S RIGHTS

The contractors of whatever tier shall retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, contractors shall direct their workforces at their prerogative including but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. There shall be no restriction other than that required by safety regulations, upon the number of employees assigned to any crew or to any service.

ARTICLE VIII

WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity by any reason by the Council, Unions or by any employee, and there shall be no lockout by contractors. Failure of the Council, Unions or employees to cross any picket line established at the Project site is a violation of this Article.

Section 2. The council and Unions shall not sanction, aid or abet, encourage, or continue any work stoppages, strikes, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or terminate any such activity. No employee shall engage in 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.

Section 3. Neither the Council nor Unions shall be liable for acts of employees for whom it has no responsibility. The Council Business Manager will immediately instruct, order and use the best efforts of his/her office to cause the Unions to cease any violations of this Article. By complying with this obligation the Council shall not be liable for any unauthorized acts of a Union. The principal officer or officers of a Union will immediately instruct, order and use the best efforts of his/her office to cause the Union members to cease any violations of this Article. By complying with this obligation the Union shall not be liable for any unauthorized acts of employees it represents.

ARTICLE IX

DISPUTES AND GRIEVANCES

Section 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 interruptions, delays or work stoppages. Contractors and Unions, for themselves and on behalf of employees agree to resolve disputes in accordance the provisions set forth in this Article.

Section 2. Any question or dispute arising out of and during the term of this Agreement, other than trade jurisdictional disputes, shall be considered a grievance and subject to resolution using the following procedure.

Step 1. (a) When any employee subject to the provisions of this Agreement feels he/she has been aggrieved by a violation of this Agreement he/she, through the local union business representative or job steward, shall give notice to the work-site representative within five (5) working days of the occurrence of the alleged violation. Notice is to be given to the work-site representative of the involved contractor stating the provision(s) alleged to have been violated. The local union business representative or steward and the work-site representative of the involved contractor and the Owner or Owner's representative shall meet and endeavor to resolve the matter within three (3) working days after timely notice has been given. The Contractor's representative shall keep the meeting minutes and shall respond to the union business representative or job steward in writing not later than twenty-four (24) hours after the conclusion of the meeting. If the matter is not resolved within that period, the grieving party may, within forty-eight (48) hours, pursue Step 2 of the Grievance Procedure by reducing the grievance to writing which sets forth a short description of all relevant information concerning the alleged violation, the date on which it occurred and the provision of the Agreement alleged to be violated.

(b) Should the Unions, Contractors or Project Owner have disputes with one of the others, 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 outline above for an employee complaint.

Step 2. The Business Manager of the Council and the involved Contractor shall meet within seven (7) working days of the referral of a grievance to Step 2. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement the dispute may be appealed in writing within seven (7) calendar days in accordance with the provisions of Step 3.

Step 3. (a) If the grievance has been submitted but not resolved under Step 2, either party may request that the matter be submitted to an Arbitrator mutually agreed upon by the parties. If parties cannot agree to an arbitrator, they shall request that the Federal Mediation and Conciliation Services provide them with a list of five (5) arbitrators. Each side shall strike two names from the list, to be done alternatively, and with the selection of the party with the first strike determined by a coin toss. The decision of the Arbitrator shall be binding on the parties and the fee and expense of such arbitration shall be equally borne by the Contractor and the Unions. In no event shall the Project Owner contribute to or be charged the costs of arbitration.

(b) Failure of the grieving party to adhere to time limits set herein shall render the grievance null and void. The time limits herein shall be calculated to begin on the date of the alleged violation, or the first day following the expiration of a time limit. A day shall end at 5:00 p.m. for the purposes of computing the expiration of a time limit. Time limits may only be extended by written consent of the parties involved at the particular step where an extension is requested. The Arbitrator shall only have the authority to make decision on issues presented to him/her, and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Owner shall be notified of all actions at Step 2 and 3 and shall, upon request, be permitted to participate in all proceedings at these steps.

ARTICLE IX

JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved and such 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.

Section 2. 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 contractors and unions affected by this Agreement.

Section 3. 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.

Section 4. Each Contractor shall conduct a pre-job conference with the appropriate representative of the Council and Unions prior to commencing work. The Owner will be advised of all such conferences and may participate if it desires.

ARTICLE XI

SUBCONTRACTING

The Owner agrees that neither it nor any of its contractors or subcontractors will subcontract work to be done on the Project except to a person, firm or corporation who is or agrees to become a party to this Agreement through the execution of the Letter of Assent. Any contractor or subcontractor working on this Project shall, as a condition of working on said Project, become signatory to and perform all work under the terms of this Agreement.

ARTICLE XII

SAVINGS AND SEVERABILITY

It is not the intention of Owner, Contractors or Council or Unions to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remainder of the Agreement. Further the Owner and Council agree that if and when any or all of the provisions are finally held to be illegal or void by a court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of the applicable laws and the intent of the parties.

ARTICLE XIII

DURATION OF THE AGREEMENT

This Project Agreement shall be effective on the _____ day of _____, 201__ and shall continue in full force and effect for the duration of the Project construction work.

The applicable provisions of the CBAs included in Schedule A of this Agreement shall continue in full force and effect unless and until the Contractor or Union parties to said CBAs notify the Project Contractor in writing of any mutually agreed upon changes to those provisions and their effective dates, which shall become the effective dates for purposes of applying said provisions under this Agreement.

In WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the date and year first written above.

For the SAINT PAUL BUILDING AND CONSTRUCTION TRADES COUNCIL

By _____
Business Manager

Dated: _____

For the CITY OF SAINT PAUL, Project Owner

By _____

Dated: _____