

**RESOLUTION**  
**CITY OF SAINT PAUL, MINNESOTA**

Presented by

*[Handwritten signatures and initials over the resolution title and presentation line]*

1 **WHEREAS**, in undertaking building and construction, parks and public works projects, the City of Saint  
2 Paul has a compelling proprietary and economic interest in ensuring that construction proceeds in a timely,  
3 cost-effective manner, with the highest degree of quality and with minimal delays and disruption, and with  
4 the highest degree of safety for workers and the public; and

5  
6 **WHEREAS**, a project labor agreement ("PLA") is a form of multi-employer, multi-craft pre-hire  
7 collective bargaining agreement covering terms and conditions of employment for construction employees  
8 on a particular construction project; and

9  
10 **WHEREAS**, throughout the country, public and private construction owners regularly utilize and require  
11 PLAs for billions of dollars worth of construction each year; and

12  
13 **WHEREAS**, the City and other public agencies and private owners in the City of Saint Paul have  
14 successfully completed projects on time and on budget under PLAs for numerous projects; and

15  
16 **WHEREAS**, the Rondo Library PLA entered into by the City of Saint Paul and the Saint Paul Building  
17 and Construction Trades Council in December 2004 is one example of a PLA entered into by the City; and

18  
19 **WHEREAS**, the PLAs entered into by the Saint Paul Public Schools, Regions Hospital, HealthEast/St.  
20 Joseph's Hospital, Concordia University and Upper Landing and the Saint Paul Building and Construction  
21 Trades Council are other examples of PLAs entered into by contractors and labor organizations; and

22  
23 **WHEREAS**, the City of Saint Paul wishes to formalize a process in which it reviews building and  
24 construction, parks and public works contracts for the need to include PLAs that establish uniform terms  
25 and conditions of employment for the contractors and craft construction employees working on a project,  
26 because such have been shown to provide an effective mechanism for overall construction project staffing  
27 and planning because they allow project owners to:

- 28  
29 (i) Predict their labor costs and requirements up-front, and, therefore, more accurately estimate  
30 actual total project costs; and  
31 (ii) Promote cost-effective, timely, and safe construction project delivery, by providing access  
32 to a reliable supply of properly trained and skilled construction craft personnel for all  
33 aspects of the project; and  
34 (iii) Assure greater productivity and quality from construction craft personnel, thereby yielding  
35 cost-effective projects, while also reducing maintenance and repair costs over the life of the  
36 project; and  
37 (iv) Integrate work schedules and standardize work rules for the project, to provide a well-  
38 coordinated, efficiently functioning construction worksite that will minimize delays, foster  
39 labor harmony, promote quality, and maintain project safety; and  
40 (v) Assure that construction will proceed without interruptions from staffing shortages, high  
41 employee turnover, safety incidents, and labor disputes, by providing reliable project

staffing, contractual guarantees against work stoppages, and mutually binding procedures for resolving disputes; and

**WHEREAS**, reference to the City of Saint Paul in this resolution also includes the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota.

**NOW, THEREFORE, BE IT RESOLVED**, that consistent with the City's role as a market participant in purchasing construction services, the City of Saint Paul may require contractors and subcontractors to abide by a PLA as a condition of working on a particular building construction, parks or public works project under the following terms and conditions.

1. The City shall consider the use of a PLA on all building construction, parks or public works projects involving a City contract with \$250,000.00 or more in city money. This requirement does not apply if the City is a party to a joint powers agreement with another public entity for the project. Any department or agency of the City that plans to undertake such a project shall timely submit the matter to the City Council for a decision on whether to use a PLA for the particular project. Any decision on the use of a PLA must be made before City approval of the project. Interested parties shall be given notice of the matter and allowed ten days to respond. The City may use a PLA when it determines, in the exercise of its discretion, that doing so will further its interests in promoting timely, cost-effective, and quality construction with minimal delays and disruptions.

2. Upon request by the Administration, a Councilperson or an interested party, the City Council will hold a public hearing at which interested parties may participate. The hearing will be held on two weeks' notice in the customary manner that notices of City Council meetings are published. At this hearing evidence may be presented as to the City's need for and interest in a PLA with respect to the particular project.

3. The City, when considering whether to use a PLA on a particular project, shall undertake an evaluation to determine whether doing so would advance its interests as project owner. Relevant criteria for considering whether to use a PLA on a particular project include, but are not limited to, the following:

- a. Size of the job;
- b. Cost of the job;
- c. Duration of the job;
- d. Impact of any delays;
- e. Amount of construction projects in the area competing for skilled workers;
- f. The number of local collective bargaining agreements ("CBAs") that will expire during the term of the project;
- g. Number of crafts and CBAs in the geographic area;
- h. Whether a majority of successful bidders on prior projects were union employers;
- i. Record of good quality and efficient construction under previous PLAs; and
- j. Impact on achieving vendor outreach program and workforce goals.

4. The City may retain a project manager, consultant or assign staff to prepare a report analyzing whether it would serve the City's interests to use a PLA. If the City decides, based on its evaluation, to use a PLA on a particular project it shall set forth the basis for its decision in writing. The

88 City's findings should analyze the particular benefits that a PLA could reasonably be expected to provide  
9 to the City as project owner.

90

91 5. When the City has determined to use a PLA on a particular project, the City shall require its  
92 general contractor to negotiate and enter into a PLA for the particular project.

93

94 6. When the City has determined to require a PLA on a particular project, the City shall  
95 require execution of a PLA by the general contractor in the bid specifications and in all relevant bid  
96 documents. The bid specifications shall make clear that bidding is open to union and nonunion  
97 contractors, provided that a contractor that is a successful bidder agrees to become a party to and comply  
98 with the PLA while working on the project.

99

100 7. Any such PLA used by the City shall meet the following criteria.

101

- 102 a. The PLA shall be made binding on all contractors and subcontractors working on the  
103 site, and shall establish certain uniform job conditions;
- 104 b. The PLA shall set forth binding procedures for resolving any jurisdictional and labor  
105 disputes arising during the construction process including disputes pertaining to  
106 alleged violations of the PLA and in particular alleged violations of the prohibition  
107 against strikes, lock-outs, handbilling, leafletting, or other similar disruptive job  
108 actions;
- 109 c. The PLA shall contain guarantees against strikes, lock-outs, handbilling, leafletting,  
110 and any other similar job actions that would disrupt construction;
- 111 d. The PLA shall provide that there shall be no discrimination against any employee or  
112 applicant for employment because of his or her membership or non-membership in a  
113 union or based on race, creed, color, sex, age, religion, or national origin of such  
114 employee or applicant. For all employees not presently members of a union at the  
115 outset of the Project, becoming and remaining a member of the union shall not be a  
116 requirement for employment under the PLA. However, any employee who does not  
117 become a member of the Union shall be required to pay the appropriate  
118 representation fee, not to exceed dues or fees paid by union members. The PLA shall  
119 provide for hiring from the applicable union hiring halls to ensure a steady supply of  
120 highly skilled and trained craft workers. The PLA shall provide that there shall be no  
121 discrimination in referrals or employment against any employee or applicant for  
122 employment because of his or her membership or non-membership in a union or  
123 based on race, creed, color, sex, age, religion or national origin of such employee or  
124 applicant; and
- 125 e. The PLA shall not require any contractor to be or become a party to a collective  
126 bargaining agreement on any other construction project in order to qualify to work  
127 under a PLA implemented for a particular project.
- 128 f. The PLA shall require parties to make a demonstrable effort to achieving the  
129 following objectives:
- 130 (i) Workforce diversity reflective of the region in partnership with capacity  
131 strengthening employment programs such as Minnesota Build, Apprenticeship Opportunities Program, or  
132 any other local, state, or national efforts that are recognized for achieving workforce diversity;
- 133 (ii) Maximum use of local businesses;

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- 134 (iii) Maximum use of small businesses; and  
 135 (iv) Maximum use of minority, women, and low income persons and businesses  
 136 in a manner consistent with applicable federal, state, and local laws,  
 137 regulations, policies and grant requirements.  
 138  
 139 g. The Department of Human Rights and Equal Economic Opportunity shall collect  
 140 and analyze data on the effectiveness of PLAs on achieving the goals and objectives  
 141 stated in this Resolution and report its findings and recommendations to the Mayor  
 142 within six months following the passage of this Resolution and annually thereafter.  
 143

144 BE IT FURTHER RESOLVED, that City staff of the Department of Human Rights and Equal Economic  
 145 Opportunity notify potentially interested parties, including but not limited to, Asian American Chamber of  
 146 Commerce, Asian American Contractors Association, Associated Builders and Contractors, Associated  
 147 General Contractors of Minnesota, Association of Women Contractors, Hispanic Chamber of Commerce  
 148 of Minnesota, Minnesota American Indian Chamber of Commerce, National Association of Minority  
 149 Contractors Upper Midwest (Saint Paul and Minneapolis), National Black Chamber of Commerce, Saint  
 150 Paul Building and Construction Trades Council, Saint Paul Area Labor Federation, USPan Asian American  
 151 Chamber of Commerce, of this resolution and request that they indicate whether or not they wish to be  
 152 notified of projects with \$250,000 or more in City/HRA money.

	Yeas	Nays	Absent
Bostrom	✓		
Carter	✓		
Harris	✓		
Helgen	✓		
Lantry	✓		
Stark	✓		
Thune			✓
	6	0	1

Adopted by Council: Date 4/3/09

Adoption Certified by Council Secretary

By: Mark Erickson

Approved by Mayor: Date 6/9/09

By: Orin Olise

Requested by Department of:

Mayor's Office

By: Sara Henry

Approved by the Office of Financial Services

By: \_\_\_\_\_

Approved by City Attorney

By: [Signature]

Approved by Mayor for Submission to Council

By: Sara Henry

## **PROCEDURE FOR PROJECT LABOR AGREEMENTS**

**September 8, 2009**

**Reference: Council Resolution 09-584, adopted June 3, 2009. This procedure is applicable to all building construction, parks or public works projects involving a city or HRA contract with \$250,000 or more in city or HRA money.**

1. A department planning a construction project with \$250,000 or more in city or HRA money must bring the matter to the City Council for a decision regarding the use of a Project Labor Agreement (PLA) on the proposed project before bidding documents are finalized or city approval of the project.
2. Prior to going to the City Council for a decision regarding the use of a PLA on the project, the department must send a written "Notice and Request for Recommendation on the Use of a PLA" (Notice) to all parties having an interest in the project, including, but not limited to, those listed in Resolution 09-584. The Notice may be faxed, e-mailed or mailed. A sample Notice and a sample Response to Notice are attached to this Procedure. Interested parties have 10 days to return their recommendation.
3. The department must prepare a resolution for the Council's decision on the use of a PLA on the project and a staff report that includes the following:
  - a. The requesting department's recommendation regarding the use of a PLA and justifications for that recommendation.
  - b. Statement that the Notice was sent in accordance with the "Procedures for Use of a Project Labor Agreement."
  - c. Written recommendations and the stated justifications for the recommendations received from interested parties in response to the Notice.
4. Upon request by the Administration, a Councilperson or an interested party, the City Council will hold a public hearing as to the City's need for and interest in a PLA with respect to a project, at which hearing interested parties may participate.

## Notice

**To:**

**Re:** Notice of City of Saint Paul Construction Project (s) and Request for Recommendation on the Use of a Project Labor Agreement

Dear Interested Party:

The City of Saint Paul is planning the following construction project.

**Project Description:** *[It is recommended that department identify the location, size, components and major materials for the project. Example: Remodeling of the Harriet Island Regional Park Clarence W. Wiginton Pavilion, 200 Dr. Jutus Ohange Blvd, Saint Paul, MN 55102. Remodeling includes New restrooms, upgraded kitchen and floor sealing.]*

**Estimated Cost:**

**Estimated Start Date:**

**Estimated Project length:**

**Other project facts:**

Pursuant to City Council Resolution 09-584, as a party that may be interested in this project, your recommendation is requested regarding the use of a Project Labor Agreement for this project. Please indicate on the attached form your recommendation and your reasons for the recommendation, and return the form to the undersigned either by United States Mail to the address listed below, in person, or by e-mail address as listed below. Please respond by \_\_\_\_\_ (*ten business days from date of letter*). Thank you for taking the time to response.

Very truly yours,

Department Project Person's name  
Street Address  
e-mail address

**Response Form**

**Date** \_\_\_\_\_

**Project** \_\_\_\_\_

**Name of Interested Party** \_\_\_\_\_

In response to your request, our recommendation on the use of a PLA for this project is as follows:

☐ **Yes**, a Project Labor Agreement is recommended for the following reasons:

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☐ **No**, a Project Labor Agreement is not recommended for the following reasons:

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By \_\_\_\_\_  
Name and Title

**PROJECT LABOR AGREEMENT  
FOR  
THE PENFIELD  
ST. PAUL**

**ARTICLE I**

**PURPOSE**

This agreement is entered into this 20<sup>TH</sup> day of JUNE 2012, by and between WEIS BUILDERS INCORPORATED ("Project Contractor") and the SAINT PAUL BUILDING AND CONSTRUCTION TRADES COUNCIL (hereinafter called the "Council"), acting on its own behalf and on behalf of all the Building Trades Local Unions affiliated with the Council (hereinafter collectively called the "Union" or "Unions"), with respect to the construction of the THE PENFIELD (hereinafter called the "Project").

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement, including the Project Contractor when it performs construction work within the scope of this Agreement. Where specific reference to WEIS BUILDERS INCORPORATED alone is intended, the term "Project Contractor" is used.

The Parties to this Project Labor Agreement acknowledge that the construction of the Project is important to the development of. The Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

The Contractor(s) and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craftworkers for the construction of the Project.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craftworkers on this construction project, to encourage close cooperation between the Contractor(s) and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all contractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any 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 Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

PROJECT DEFINED AS: 406,120 GSF mixed use building, 125,000 SF of parking  
27,500 SF of retail (Lunds), 254 units of housing

Precast and wood frame construction with a flat membrane roof and extensive green roof  
Exterior is a combination of brick, stone, cement siding, metal panels and aluminum windows  
Includes salvaging the existing façade of the Public Safety Building currently occupying the site  
18 month overall duration

It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement to accept and be bound by the terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instruments calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Articles VIII (Work Stoppages and Lockouts), IX (Disputes and Grievances), and X (Jurisdictional Disputes) of this Project Agreement, which shall apply to such work. It is understood that this is a self-contained, stand alone Agreement and that by virtue of having become bound to this Project Agreement, neither the Project Contractor nor the Contractors will be obligated to sign any other local, area, or national agreement.

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 signatory parties hereto and their successors, and assigns, and shall not apply to their parents, affiliates or subsidiaries.

Section 4. Items specifically excluded from the scope of this Agreement include but are not limited to the following: [list all items to be excluded].

a. This Agreement shall not apply to executives, managerial employees, engineering employees, timekeepers, office and clerical employees, and supervisors (except those covered by Collective Bargaining Agreements).

Section 5. The provisions of this Project Agreement shall not apply to PENFIELD APARTMENTS, LLC (hereinafter "Owner"), and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees from performing work not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner for the Project.

Section 6. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 7. It is understood that the liability of any employer and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

Section 8. It is understood and agreed that all Project work falling within the scope of this Agreement must be performed by employees of employers bound by the terms of this Agreement.

### ARTICLE III

#### UNION RECOGNITION

Section 1. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions 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 which form Schedule A, except that employers not party to any Agreements which form 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. It is further agreed that there shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in a union or based on race, creed, color, sex, age, or national origin of such employee or applicant.

Section 3. All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable collective bargaining agreement in Schedule A.

#### ARTICLE IV

##### **UNION REPRESENTATION**

Section 1. Authorized representatives of the Union 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 posted visitor and security and safety rules of the Project.

Section 2. Each signatory Local Union shall have the right to designate a working journeyman as a steward, and shall notify the Project Contractor in writing of the identity of the designated steward prior to the assumption of his or her duties as steward. Such designated steward shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay of 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 collective bargaining agreements ("CBAs") in attached Schedule A.

Section 2. The Contractors agree to pay contributions to the established employee fringe benefit funds in the amounts designated in the applicable CBAs in Schedule A; provided, however, that the Contractors and the Unions agree that only such bona fide employee benefits as accrue to the direct benefit of the employee (such as pension and annuity, health and welfare, vacation, apprenticeship and training funds, etc.) shall be included in this requirement and paid by the Contractors on the Project. If any new bona fide, jointly trustee fringe benefit funds are established in any of the CBAs in Schedule A during the life of this Agreement, the Contractors agree to pay the contributions required by the applicable CBA to the new fund.

Contractors that are not signatory to a CBA beyond the scope of this Agreement may elect to participate in the Minnesota State Building Trades Health Reimbursement Trust Fund (hereinafter "HRA Fund") in lieu of contributing to the bona fide fringe benefit funds designated in Schedule A. Contractors electing to contribute to the HRA Fund are referred to herein as "HRA Contractors."

The amount of the contribution to the HRA Fund per employee shall be the difference between the total contribution amount that would be required per employee for the bona fide

Schedule A benefit funds and the HRA Contractor's actual total contribution per employee to its bona fide, non-discretionary benefit plans.

The purpose of offering the option to contribute to the HRA Fund is to permit Contractors not 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 HRA Contractors pay the same amount for benefits as other Contractors on the job and are not at a disadvantage.

Contributions to the HRA Fund must be made on behalf of named employees. HRA Contractors will submit to the Trustees of the HRA Fund a copy of their plan, summary plan description, and the premium structure for employees covered under the HRA Contractor's bona fide, non-discretionary plans. The HRA Contractor's total contribution amount per employee for its benefit plans is subject to confirmation by the Trustees of the HRA Fund. This may include an independent audit according to a policy as established by the Trustees. HRA 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 HRA Fund.

HRA 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 HRA Fund. HRA Contractors authorize the parties to the Trust Agreement to appoint trustees and successor trustees to administer the HRA Fund and hereby ratify and accept the Trustees so appointed as if designated by the HRA Contractors.

All HRA Contractors must sign the Health Reimbursement Arrangement Employer Subscriber Agreement in Attachment B hereto as a precondition to becoming an HRA Contractor.

## **ARTICLE VI**

### **HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS**

**Section 1.** The work week and work day shall be determined as set forth in the applicable Schedule A collective bargaining agreement ("CBA").

**Section 2.** Overtime pay shall be established by reference to the applicable Schedule A CBA.

**Section 3.** It shall not be a violation of this Agreement if the Project Contractor considers it necessary to suspend all or portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the employer requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their base hourly rate of pay.

Section 4. Shift work will be performed in accordance with the currently existing Schedule A CBA.

Section 5. Recognized holidays on this Project shall be those in the Schedule A CBAs in existence for the appropriate Local Unions on the date of this Project Agreement as contained in the attached Schedule A. There shall be no change in the established holiday schedules and the days upon which those holidays are celebrated, except by mutual agreement.

## **ARTICLE VII**

### **MANAGEMENT'S RIGHTS**

The Project Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces 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. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on 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 for any reason by the Council, a Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of the Council, Local Union or employee to cross any picket line established at the Project site is a violation of this Article.

Section 2. The Council and Local Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site and shall undertake all reasonable means to prevent or to 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, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Section 3. Neither the Council nor any Local Union shall be liable for acts of employees for whom it has no responsibility. The Building Trades Council Business Manager will immediately

instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. By complying with this obligation the Building Trades Council shall not be liable for unauthorized acts of a Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his or her office to cause the employees that the Local Union represents to cease any violations of this Article. A Local 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.

## 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.

Section 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.

Section 3. Any question 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 this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the Local Union or the job steward and the work-site representative of the involved Contractor and the 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.

(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. The Business Manager of the Council 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 Local Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the Federal Mediation and Conciliation Service to provide them with a list of seven (7) arbitrators in a sub-regional panel from which the Arbitrator shall be selected by the parties alternatively striking names from the list. The first strike shall be determined by the toss of a coin. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Project Contractor and Owner 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 X

### **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 parties to 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 will conduct a pre-job conference with the appropriate representative of the Council and Local Unions prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

## **ARTICLE XI**

### **SUBCONTRACTING**

The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is 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.

## **ARTICLE XII**

### **HELMETS TO HARDHATS**

Section 1. The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 2. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.



### **ARTICLE XIII**

#### **SAVINGS AND SEPARABILITY**

It is not the intention of Project Contractor, Contractors, or the 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 finally 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 remaining portions of this Agreement. Further, the Project Contractor and Unions agree that if and when any and all provisions of this Agreement are finally held or determined 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 law and the intent of the parties.

### **ARTICLE XIV**

#### **DURATION OF THE AGREEMENT**

This Project Agreement shall be effective on JUNE 20, 2012 and shall continue in full force and effect for the duration of the Project construction work as described and defined in Articles I and II of this Agreement.

The applicable provisions of the collective bargaining agreements ("CBAs") included in Schedule A of this Project Agreement shall continue in full force and effect unless and until the Contractor and/or Union parties to said CBAs notify the Project Contractor in writing of any mutually agreed upon changes to those provisions and their effective date(s), which shall become the effective date(s) 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 day and year above written.

**FOR THE ST. PAUL BUILDING AND  
CONSTRUCTION TRADES COUNCIL**

By:   
Harry Melander- Executive Secretary

Dated: 6/26/12

**FOR WEIS BUILDERS INCORPORATED, PROJECT CONTRACTOR**

By:   
Chris Krieg- Group Vice President

Dated: 6/26/12

**SCHEDULE A**

**LOCAL COLLECTIVE BARGAINING AGREEMENTS**

The applicable Local Collective Bargaining Agreements ("CBAs") for the Building Trades Unions affiliated with the Council are incorporated herein by reference. For copies of the applicable CBAs, contact the Local Unions directly or the St. Paul Building and Construction Trades Council at 411 Main Street, Suite 206, St. Paul, MN, 55102, 651-224-9445, or tom@plumbers34.com.

**TRADE AGREEMENT**

between

**THERMAL INSULATION CONTRACTORS ASSOCIATION**

and the

**INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS AND  
ASBESTOS WORKERS LOCAL NO. 34 of MINNEAPOLIS & ST. PAUL, MN**

Expiration May 31, 2015

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**GREAT LAKES ARTICLES OF AGREEMENT**

between the

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,  
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS**

and HELPERS, AFL-CIO, CFL

and FIRMS LISTED HEREIN

Expiration: December 31, 2013

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**AGREEMENT BETWEEN**

**ASSOCIATED GENERAL CONTRACTORS of MINNESOTA**

and

**MINNESOTA CONCRETE & MASONRY CONTRACTORS ASSOCIATION**

and

**BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL UNION NO. 1 MINNESOTA / NORTH  
DAKOTA**

And

**INDEPENDENT EMPLOYERS**

**MINNESOTA STATEWIDE AGREEMENT**

Chapters 1, 3, 4, 6, 8, 11 and 15

Expires April 30, 2013

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**AGREEMENT BETWEEN**

**MINNESOTA TILE CONTRACTORS ASSOCIATION**

And

**MINNESOTA CONCRETE & MASONRY CONTRACTORS ASSOCIATION**

And

**BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL UNION 1**

**MINNESOTA / NORTH DAKOTA**

**TILE LAYERS AND FINISHERS, CHAPTER #18**

Expiration April 30, 2013

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AGREEMENT BETWEEN BUILDERS DIVISION OF  
ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA  
and  
CARPENTRY CONTRACTORS ASSOCIATION (CCA)  
and  
GYPSUM DRYWALL CONTRACTORS ASSOCIATION (GDCA)  
and  
NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS  
Expires April 30, 2013

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AGREEMENT BETWEEN  
CARPET, LINOLEUM, RESILIENT TILE LAYERS LOCAL UNION #596  
OF THE  
NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS  
AND  
MINNESOTA FLOOR COVERING CONTRACTORS ASSOCIATION  
Expires May 31, 2011

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METRO AGREEMENT BETWEEN  
MINNEAPOLIS & ST. PAUL BUILDERS DIVISION  
OF ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA  
and  
MINNESOTA CEMENT MASONS, PLASTERERS,  
AND SHOPHANDS LOCAL NO. 633  
AFFILIATED WITH O.P.&C.M.I.A. of U.S.  
Expires April 30, 2013

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AGREEMENT BY AND BETWEEN  
ST. PAUL CHAPTER OF THE NATIONAL ELECTRICAL  
CONTRACTORS ASSOCIATION  
And  
INTERNATIONAL BROTHERHOOD of ELECTRICAL WORKERS LOCAL UNION 110, AFL-CIO  
Expiration April 30, 2012

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MINNESOTA LIMITED ENERGY AGREEMENT (Statewide)  
Between NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION (NECA), Minneapolis, St.  
Paul, and Twin Ports-Arrowhead Chapters  
And  
INTERNATIONAL BROTHERHOOD of ELECTRICAL WORKERS (IBEW), AFL-CIO LOCAL  
UNIONS #110, #242, #292, #294, #343  
Expiration June 30, 2012

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STANDARD AGREEMENT  
between the  
NATIONAL ELEVATOR BARGAINING ASSOCIATION  
And  
THYSSEN KRUPP ELEVATOR  
And  
ELEVATOR CONTRACTORS OF AMERICA (Independent Companies)  
and th  
INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS  
Expiration 7/8/2012

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ARTICLES OF AGREEMENT BETWEEN  
BROTHERHOOD OF PAINTERS AND ALLIED TRADES, AFL-CIO  
DISTRICT CL 82 (LOCAL UNION NO. 1324)  
and  
IT'S INDIVIDUAL CONTRACTORS  
Expiration 6/03/2013

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AGREEMENT BETWEEN  
TWIN CITY IRON WORKERS LOCAL UNION 512  
and  
ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA  
Expires April 30, 2013

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MINNESOTA LABORERS METROPOLITAN BUILDERS AGREEMENT  
WITH  
ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA  
April 30, 2013

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WORKING AGREEMENT  
NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS  
MINNESOTA INTERIOR SYSTEMS LOCAL 68  
and  
MINNESOTA WALL & CEILING CONTRACTORS ASSOCIATION  
April 30, 2013

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AGREEMENT BETWEEN  
INDEPENDENT MILLWRIGHT CONTRACTORS ASSOCIATION  
OF SOUTHERN MINNESOTA, WESTERN WISCONSIN  
AND SOUTH DAKOTA  
and  
MILLWRIGHT & MACHINERY ERECTORS LOCAL UNION NO. 548  
and  
NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS  
Expires April 30, 2013

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AGREEMENT BETWEEN  
ASSOCIATED GENERAL CONTRACTORS  
of MINNESOTA, BUILDERS DIVISION  
and  
INTERNATIONAL UNION of OPERATING ENGINEERS LOCAL NO. 49  
Expires April 30, 2013

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AGREEMENT BETWEEN  
ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA  
HIGHWAY, RAILROAD & HEAVY CONSTRUCTION DIVISION  
and  
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 49  
Expires April 30, 2013

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AGREEMENT BETWEEN  
MINNESOTA PAINTING & WALLCOVERING EMPLOYERS ASSOCIATION  
and  
PAINTERS & ALLIED TRADES UNION LOCAL NO. 61  
Expiration 4/30/2013

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WORKING AGREEMENT  
BETWEEN  
PIPEFITTERS LOCAL UNION NO. 455  
and  
MINNESOTA MECHANICAL CONTRACTORS ASSOCIATION  
Expiration 4/30/2013

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WORKING AGREEMENT  
PLASTERERS LOCAL UNION NO. 265  
and  
MINNESOTA WALL & CEILING CONTRACTORS ASSOCIATION  
Expiration May 31, 2013

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WORKING AGREEMENT BETWEEN  
PLUMBERS LOCAL UNION NO. 34  
and  
MINNESOTA MECHANICAL CONTRACTORS ASSOCIATION  
Expiration 4/30/2015

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ARTICLES OF AGREEMENT  
BETWEEN THE  
ROOFING CONTRACTORS OF THE  
TWIN CITIES METROPOLITAN AREA  
and the  
UNITED UNION OF ROOFERS, WATERPROOFERS  
AND ALLIED WORKERS LOCAL UNION NO. 96  
Expiration April 30, 2015

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LABOR AGREEMENT BETWEEN  
TWIN CITIES DIVISION SMARCA, INC.  
and  
SHEET METAL WORKERS LOCAL NO. 10, Maplewood, MN  
Expiration April 30, 2014

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AGREEMENT BETWEEN  
MASTER SIGN INDUSTRY  
and  
INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES DISTRICT COUNCIL 82/LOCAL  
UNION 880  
SIGN, DISPLAY SCREEN PROCESS & ALLIED TRADES  
Expiration April 30, 2014

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Revised 9/05/2008

AGREEMENT BETWEEN  
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.  
and  
SPRINKLERFITTERS & APPRENTICES UNION NO. 417  
MINNEAPOLIS-ST. PAUL, MINNESOTA  
OF THE UNITED ASSOCIATION OF JOURNEYMEN & APPRENTICES  
OF THE PLUMBING & PIPEFITTING INDUSTRY OF  
THE UNITED STATES AND CANADA  
Expiration May 31, 2015

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HIGHWAY, RAILROAD & HEAVY CONSTRUCTION AGREEMENT  
BETWEEN ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA  
AND  
MN CONSTRUCTION CONFERENCE OF TEAMSTERS LOCAL 120  
Expiration 4/30/2014

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**ATTACHMENT A**

**LETTER OF ASSENT**

\_\_\_\_\_ hereby agrees to accept and be bound by the terms and conditions of the Project Labor Agreement between \_\_\_\_\_ and the ST. PAUL BUILDING AND CONSTRUCTION TRADES COUNCIL, dated and effective JUNE 20, 2012, for \_\_\_\_\_ with respect to all construction work at the site of the construction and during the course of the construction as those terms are used or defined in the Project Labor Agreement.

\_\_\_\_\_  
Sign

By: \_\_\_\_\_  
Print

Its: \_\_\_\_\_  
Title

Dated: \_\_\_\_\_



**ATTACHMENT B**

**HEALTH REIMBURSEMENT ARRANGEMENT  
EMPLOYER SUBSCRIBER AGREEMENT**

The undersigned hereby adopts the Trust Agreement establishing the Minnesota State Building Trades Health Reimbursement Trust Fund, hereinafter referred to as "Trust," and agrees to be bound by the terms thereof. The undersigned Employer Subscriber and Unions hereby grant Powers of Attorney to the Board of Trustees now holding office, or to the successors, to administer the Trust as representatives of the Employer Subscriber and Unions respectively, with full power and authority to act for the Employer Subscriber and Unions in all matters of administration of the Trust. In no event shall the Unions or Employer Subscriber be responsible for any act or omission of the Trustees. Nor shall the Unions or Employer Subscriber have any liability for any debt or other liability of the Trust or its Trustees.

Commencing on the first day of work under the attached Project Labor Agreement, and payable not later than the 15<sup>th</sup> day of each month thereafter, the Employer Subscriber shall pay to the Trust the amount specified by the Project Labor Agreement for all hours worked under the Project Labor Agreement by the employees of the Employer Subscriber for which contributions to the Trust are required by the Project Labor Agreement. The undersigned Employer Subscriber acknowledges that the failure by the Employer Subscriber to timely remit required contributions will result in liquidated damages being payable under the Trust Agreement to which the Employer Subscriber is hereby bound.

The undersigned represents and warrants that he/she is authorized to execute this Employer Subscriber Agreement on behalf of the Employer Subscriber and that by his/her execution of this Subscriber Agreement his/her organization is fully bound hereto and to the provisions of the Trust Agreement.

\_\_\_\_\_  
[Insert Name of Employer/Subscrber]

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
[Insert Name and Title]