PROJECT LABOR AGREEMENT

ARTICLE I. PURPOSE

This Agreement is entered into this 11th day of May, 2004 by and between Minneapolis Public Schools (SSD #1), its successors or assigns ("Program Owner") and the Minneapolis Building and Construction Trades Council (hereinafter "Council"), acting on their own behalf and on behalf of their respective affiliates and members whose names are subscribed hereto and who have, through their duly authorized officers, executed this Agreement, hereinafter collectively called the "Union or Unions," with respect to the construction of the Alternative Facilities Bonding and Levy Program, (AFBLP) and District Identified Construction Program (DICP) hereinafter "Project."

The term "Contractor" shall include all Contractors and Subcontractors of whatever tier engaged in on-site 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 Project Contractor alone is intended, the term "Project Contractor" is used.

The Parties to this Project Labor Agreement acknowledge that the construction of the Project is critical to the Owner and is a public Project, which will employ numbers of skilled and unskilled workers. Construction of the Project will entail utilization of the construction industry in an area having multiple labor contracts and employer associations. Consequently, conflicts within labor-management relations could cause delay or disruption of the efficient completion of the Project unless maximum cooperation of all segments of the construction industry is obtained.

It is in the public interest that the Project progress be completed in an expeditious and efficient manner, free of the disruption or delay of any kind. Therefore, it is essential to secure optimum productivity and to eliminate any delays in the work. In recognition of the special needs of this Project and to maintain a spirit of harmony, labor management peace and stability during the terms of this Project Labor Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Therefore, the Unions agree not to engage in any strike, slowdown or interruption of work and the Contractor agrees not to engage in any lockout.
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 and that a 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, slowdown, or interruption or other disruption of or interference with the work covered by this Agreement.

ARTICLE II. SCOPE OF AGREEMENT

Section 1. The Project Agreement shall apply and is limited to the recognized and accepted historical definition of 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.

The Project is defined as: Alternative Facilities Bonding and Levy Program as submitted to the State Department of Education and subsequently approved by them, and the Districts Identified Construction Program. 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. 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 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 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 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 shall not apply to their parents, affiliates or subsidiaries.

Section 4. The owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of Contractors on this Project, without reference to the existence or non-existence of any Agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

Section 5. Items specifically excluded from the scope of this Agreement include, but are not limited to the following: No Exclusions Apply.

Section 6. The provisions of this Project Agreement shall not apply to Minneapolis Public Schools, and nothing contained herein shall be construed to prohibit “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 during the term of this agreement.
Section 7. It is understood that the Owner, as its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 8. 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 9. It is understood and agreed, that all Project work 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 Agreements set in Schedule A.

Section 3. All employees covered by this Agreement shall be subject to the Union security provisions contained in the applicable 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 the posted visitor, security, and safety rules of the Project.

Section 2. Stewards. Each signatory Local Union shall have the right to designate a working journeyman as a steward, and shall notify the Owners Representative, 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 classification as specified in the attached Schedule A.

Section 2. The Contractors agree to pay contributions to the established employee’s benefit funds in the amounts designated in the appropriate Schedule A; provided however, that the Contractors and the Union 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. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added. The Contractors adopt and agree to be bound by the written terms of the legally-established Trust Agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors authorize the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds, and hereby ratify and accept the Trustees so appointed as if made by the Contractors.

ARTICLE VI. HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1. The work week and workday shall be determined as set forth in the applicable Schedule A Agreement.

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

Section 3. It shall not be a violation of this Agreement if the Owner’s Representative considers it necessary to suspend all or a 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. Agreement.

Section 5. Recognized holidays on this Project shall be those in the local Collective Bargaining Agreements 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 holidays are celebrated, except by mutual agreement.

ARTICLE VIII. 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 to 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 not be limitations upon the choice of materials to 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 strike, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Council, a Local Union or by any employee, and there shall not be a 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 Contractors 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 justifiable, discharged for the above reasons and 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 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 Contractor, Unions, and 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 questions or dispute arising out of any 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 two(2) working days thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within two(2) working days thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced in writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the relevant information concerning the alleged grievance, including a short description thereof, the date of which the grievance occurred, and the provisions(s) of the Agreement alluded to have been violated.

b) Should the Local Unions(s) or the Project Contractor or any Contractor have a dispute with the other party and , if after conferring, a settlement is not reached writing 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, arrive at a satisfactory settlement thereof. 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 hereafter.

Step 3.
a) If the grievance cue 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 Federal Mediation and Conciliation Service to provide them with a list of seven (7) Arbitrators residing in the State of Minnesota 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 Unions(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 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 decision 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 assignment will be in accordance
with the Plan for the settlement and 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 employees parties to this Agreement, shall be settled and adjusted according to the present plan established by the Building and Construction Trades Council or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Council. 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 slowdown 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 Union 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. SAVINGS AND SEPARABILITY

It is not the intention of Owner, Contractors, or the Union parties 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 Contractors and Union agree that if any when any and all provisions of this Agreement are finally held or determined to be illegal or void by Court or 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 an applicable law and the intent of the parties hereto.

ARTICLE XIII. DURATION OF THE AGREEMENT

The Project Labor Agreement shall be effective 11 May 2004, and shall continue in effect for the duration of the Project construction work described in Article I and II hereof. Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner, and has received the final acceptance from the Owner’s representative.

ARTICLE XIV. ARBITRATION

In the event of a dispute between the School District, its contractor or their employees over the interpretation or adherence to the terms of this Agreement, the parties agree that such a dispute will be submitted first to the Minneapolis Building and Construction Trades Council and concurrently the School District’s Director of Facilities for resolution. If these entities cannot effect a resolution, then the parties agree such dispute will be submitted to final and binding arbitration before an arbitrator selected in accordance with the “Rules governing the Arbitration of Grievance” established by the State Bureau of Meditation Services.

Schedule A attached to this Project Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Collective Bargaining Agreements, which are the basis for such Schedule A, notify the Construction Manager in writing of the mutually agreed upon changes in those provisions of such Agreements which are applicable to the Project, and their effective dates(s), which shall become the effective date(s) under this Agreement.

The Union agrees that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity affecting the Project by any Union involved in the negotiations
of such Local Collective Bargaining Agreements and the resulting Schedule A's; nor shall there be any lockout on this Project affecting the Union during the course of such negotiations.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day and year above written.

FOR THE UNION
Minneapolis Building & Construction Trades Council

By John D. Williams
Its Business Manager

By Michael D. Reinking
Its Field Representative

FOR THE PROJECT OWNER
Special School District No. 1
Minneapolis Public Schools

By Sharon Henry-Blythe
Its Chairperson

By Audrey D. Johnson
Its Clerk

APPROVED
March 11, 2004
BOARD OF EDUCATION MEETING
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 MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL, dated and effective ________________, 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.

____________________________________
Contractor Name

____________________________________
Address

____________________________________
City/State

By:__________________________________

Title:________________________________

Dated:_______________________________

Completion Date of Project:_____________
SCHEDULE A

A-1  Asbestos Workers No. 34
A-2  Boilermakers No. 647
A-3  Bricklayers and Allied Craftworkers No. 1
A-4  Cabinet Makers & Millmen No. 1865
A-5  Carpenters No. 851
     Carpenters & Floorlayers No. 1644
     Dock Builders & Pile Drivers No. 1847
A-6  Carpet, Linoleum, Resilient Tile Layers, Terrazzo Workers &
     Finishers No. 596
A-7  Cement Masons No. 633
A-8  Drivers No. 221:
     1)  Highway Heavy
     2)  Container
     3)  Concrete
A-9  Electrical Workers
     IBEW/NECA LEA Agreement
A-10 Elevator Constructors No. 9
A-11 Glaziers & Glassworkers No. L-1324
A-12 Iron Workers No. 512
A-13 Construction & General Laborers No. 563
A-14 Lathers No. 9190L
A-15 Millwrights No. 548
A-16 Operating Engineers No. 49
A-17 Painters No. 386
A-18 Pipe Fitters No. 539
A-19 Plasterers No. 265
A-20 Plaster Tenders No. 111
A-21 Plumbers No. 15
A-22 Roofers No. 96
A-23 Sheet Metal Workers No. 10
A-24 Sign, Display & Screen Process No. 880
A-25 Sprinkler Fitters No. 417
A-26 Tile Layers, Finishers, Shopmen, Terrazzo Workers, Bricklayers & Allied Craftworkers
     Local No. 1