



*Resolution
of the
Board of County Commissioners
St. Louis County, Minnesota*

Adopted on: May 4, 2004

Resolution No. 255

Offered by Commissioner: Sweeney

WHEREAS, the St. Louis County Board of Commissioners is desirous of efficient and timely completion of construction projects undertaken by St. Louis County; and

WHEREAS, the courts have upheld the implementation of project labor agreements for public projects; and

WHEREAS, project labor agreements facilitate the timely completion of projects by: making available a ready and adequate supply of skilled craft workers; providing a negotiated commitment which is a legally enforceable means of assuring labor stability and labor peace over the life of a project; avoiding work stoppage following expiration of a collective bargaining agreement between the union and an employer performing work on the project and facilitating equal employment opportunities on a project.

NOW, THEREFORE, BE IT RESOLVED, that project labor agreements be utilized by the County for all future construction projects, in excess of \$150,000, unless otherwise prohibited by law.

RESOLVED FURTHER, that the St. Louis County Board of Commissioners hereby directs the St. Louis County Purchasing Director to utilize the Project Labor Agreement, identified as County Board File No. 58235, or a variation of the Agreement approved by the St. Louis County Attorney, for all future construction projects in excess of \$150,000.

RESOLVED FURTHER, that the Purchasing Director shall implement the Project Labor Agreement by requiring adherence to the Agreement in the bid specifications and all relevant bid documents.

Commissioner Sweeney moved the adoption of the Resolution and it was declared adopted upon the following vote:

Yeas - Commissioners Fink, Fay, Kron, Forsman, Sweeney, Nelson, and Chair Raukar - 7

Nays - None

STATE OF MINNESOTA
Office of County Auditor, ss.
County of St. Louis

I, DONALD DICKLICH, Auditor of the County of St. Louis, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 4th day of May, A.D. 2004, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 4th day of May, A.D., 2004

DONALD DICKLICH, COUNTY AUDITOR

By

Deputy Auditor/Clerk of County Board

BF 58235

PROJECT LABOR AGREEMENT

This Project Labor Agreement (hereinafter, the "Agreement") is entered into effective the _____ day of _____, _____, by and between _____ (hereinafter "Contractor") and _____ Council, on behalf of its affiliated Local Unions (hereinafter "Union") with respect to the construction of _____ to be known as the "Project."

It is understood by the parties to this Agreement that it is the policy of the Owner that the construction work covered by this Agreement shall be contracted to Contractors who agree to be bound by the terms of this Agreement. The Contractor shall monitor compliance with this Agreement by all subcontractors who, through the execution of this Agreement, have become bound hereto. The term "Contractor" shall include all Contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement.

The Union and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement with respect to the administration of the Agreement by the Owner and the performance of the construction by the Contractor of the Project. This Agreement represents the complete understanding of the parties, and it is further understood that no Contractor party is required to sign any other agreement as a condition of performing work within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union party which is not explicitly set forth in this Agreement shall be binding on any other party unless endorsed in writing by the Project Contractor.

ARTICLE I PURPOSE

The Project, an undertaking of the Owner, 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. This Agreement is to establish, as the minimum standards on the Project, the hours and working conditions as those prevailing for the largest number of workers engaged in the same classes of work within the area.

It is in the public interest that the Project progress and be completed in an expeditious and efficient manner, free of 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 term 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.

ARTICLE II SCOPE OF THE AGREEMENT

Section 1. This Agreement, hereinafter designated as the "Project Labor Agreement" or "Agreement," shall apply and is limited to all construction work included in all Bid Categories for the Project, under the direction of the signatory Contractors and performed by those Contractor(s) of whatever tier which have contracts awarded for such work on or after the effective date of this Agreement with regard to the Project.

Such Project is generally described as the construction of.

(Bid # 4507, Virginia Garage HVAC Modification)

Section 2. It is agreed that all direct subcontractors of a Contractor, of whatever tier, who have been awarded contracts for work covered by this Agreement on or after the effective date of this Agreement shall be required to accept and be bound by the terms and conditions of the Project Labor Agreement.

Section 3. The provisions of this Project Labor Agreement shall apply to all craft employees represented by any Union listed in Schedule A hereto attached and shall not apply to other field personnel or managerial or supervisory employees as defined by the National Labor Relations Act.

Section 4. The Contractor further agrees to install the basic hourly wage rates, fringe benefits, hours and working conditions as have been duly negotiated with the Union listed in Schedule A hereto attached and are contained in the Local Area Collective Bargaining Agreements (hereinafter Local Area Agreement) in effect with the recognized bargaining agents in the locality. In the event of any conflict between any provisions of this Agreement and in the Local Area Agreements, the terms of this Agreement will be applied. In other words, where a subject covered by the provisions of this Project Labor Agreement is also covered by the Local Area Agreement, the provisions of this Project Labor Agreement shall prevail. Where a subject is covered by the Local Area Agreement and not covered by this Project Labor Agreement, the Local Area Agreement provisions shall prevail.

Section 5. This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 6. This Agreement shall be limited to work historically recognized as construction work. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function which may occur in or around the Project site or be associated with the development of the Project, or with the ongoing operations of the Owner.

Section 7. It is understood that the liability of any Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Union agrees that this Agreement does not have the effect of creating any joint employment status between or among Owner and any Contractor.

Section 8. All workers delivering fill, sand, gravel, crushed rock, transit/concrete mix, asphalt or other similar materials and all workers removing any materials from the construction site as required by the specifications are subject to the provisions of the Minnesota state prevailing wage law and are entitled to the appropriate area standard wage. For purposes of this contract, such materials are for specified future use and, per Minnesota state prevailing wage law, delivery and pick up of the above-listed materials constitutes incorporation.

ARTICLE III UNION RECOGNITION AND REPRESENTATION

Section 1. The Contractor recognizes the Union as the sole and exclusive bargaining representative of all craft employees working on facilities within the scope of this Agreement.

Section 2. 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 and security and safety rules of the Project.

ARTICLE IV WORK STOPPAGES AND LOCKOUTS

Section 1. There shall be no strike, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union or employees against any Contractor covered under this Agreement, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory, or any other organization, at or in proximity to the Project site is a violation of this Article.

Section 2. Any party alleging a breach of Section 1 of Article IV shall have the right to petition a court for temporary and permanent injunctive relief. The moving party need not show the existence of irreparable harm and shall be required to post bond only to secure payment of court costs and attorney fees as may be awarded by the court.

ARTICLE V DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between management and labor. The Contractor and the _____ Council shall each assign a representative to this Project for the purpose of assisting the Local Unions, together with the Contractor, to complete the construction of the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

Each Contractor shall hold a pre-job conference with the Union and Contractor to clear up any project question and work assignments in which there is thought to be a difference in opinion. Every effort will be made to hold such conference well in advance of actual work performance.

Section 2. The Contractor, Union, 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 over grievances in accordance with the arbitration provisions set forth in the Local Area Agreements in effect with the Unions listed in Schedule A attached hereto.

ARTICLE VI JURISDICTIONAL DISPUTES

Section 1. There will be no strikes, work stoppages, slowdowns, or other disruptive activity arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted as assigned by the Contractor.

Section 2. Building construction work shall be assigned by the Contractor in accordance with the procedural rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (hereinafter the "Plan"). Any jurisdictional dispute over the Contractor's assignment of work shall be settled in accordance with the provisions of the Plan.

Section 3. Where a jurisdictional dispute involves the International Brotherhood of Teamsters, it shall be referred for resolution to that International Union and the disputing International Union. The resolution of the dispute shall be reduced to writing, signed by the authorized representative of the International Unions and the Contractor. The assignments made by the Contractor shall be followed until such time as the dispute is resolved in accordance with this Section.

ARTICLE VII NO DISCRIMINATION

Section 1. The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of his or her membership or non-membership in a Union or based upon race, color, religion, sex, national origin or age in any manner prohibited by law or regulation.

Section 2. Any complaints regarding application of the provisions of Section 1 should be brought to the immediate attention of the involved Contractor for consideration and resolution.

Section 3. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE VIII SAVINGS AND SEPARABILITY

It is not the intention of the 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 Contractor and Union agree that if and when any and all provisions of this Agreement are finally

held or determined to be illegal or void by 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 an applicable law and the intent of the parties hereto.

ARTICLE IX DURATION OF THE AGREEMENT

The Project Labor Agreement shall be effective _____ (DATE), and shall continue in effect for the duration of the Project construction work described in Article 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.

Since there are provisions herein for no strikes or lockouts in the event any changes are negotiated and implemented under a Local Area Agreement during the term of this Agreement, the Contractor agrees that, except as specified herein, such changes shall be recognized and shall apply retroactively to the termination date in the particular Local Agreement involved. Each Contractor which has a Local Agreement with a Union at the time that its contract at the project commences shall continue it in effect with each said Union so long as the Contractor remains on the project. In the event any such Local Area Agreement expires, the Contractor shall abide by all of the terms of the expired Local Agreement until agreement is reached on a new Local Agreement, with any changes being subject to the provisions of 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 negotiation of a Local Area Agreement nor shall there be any lockout on this Project affecting the Union during the course of such negotiations.

IN WITNESS WHEREOF the parties have entered into this Agreement to be effective as of the day and year above written.

_____ **COUNCIL**

CONTRACTOR

By: _____

By: _____

Its: _____

Its: _____

SCHEDULE "A"

- A-1 Asbestos Workers Local 49**
- A-2 Boilermakers Local 647**
- A-3 BAC Local 1 Chapter 3 Duluth & Iron Range**
- A-4 Carpenters Local 361/606**
- A-5 Cements Masons Local 633**
- A-6 Elevator Constructors Local 9**
- A-7 IBEW Local 242/294**
- A-8 Iron Workers Local 563**
- A-9 Laborers Local 1091/1097**
- A-10 Millwrights & Machinery Erectors Local 1348**
- A-11 Operating Engineers Local 49**
- A-12 Painters & Allied Trades Local 106**
- A-13 Plumbers & Fitters Local 11/584**
- A-14 Roofers Local 96**
- A-15 Sheet Metal Workers Local 10**
- A-16 Sprinkler Fitters Local 669**
- A-17 Teamsters Local 346**