



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council Work Session

Tuesday, May 29, 2018

4:00 PM

Conference Room 2A

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council will be held on Tuesday, May 29, 2018 at 4:00 p.m. in City Hall Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL: On a call of roll, the following members were present:

Discussion Items

1. 18-0285 Visit Grand Rapids Annual Update - Megan Christianson
2. 18-0336 Discuss consideration of a Project Labor Agreement (PLA) for the Kids Campus - Civic Center Expansion/Renovation Project
Attachments: [PLA Information](#)
3. 18-0337 Discuss concept of adding Legion Field Turf to the Kids Campus - IRA Civic Center Expansion/Renovation Project.
4. 14-0789 Review 5:00 PM Regular Meeting

ADJOURN

Attest: Kimberly Gibeau, City Clerk



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 18-0285 **Version:** 1 **Name:**

Type: Agenda Item **Status:** CC Worksession

File created: 4/24/2018 **In control:** City Council Work Session

On agenda: 5/29/2018 **Final action:**

Title: Visit Grand Rapids Annual Update - Megan Christianson

Sponsors:

Indexes:

Code sections:

Attachments:

| Date | Ver. | Action By | Action | Result |
|-----------|------|---------------------------|--------|--------|
| 5/14/2018 | 1 | City Council Work Session | | |

Visit Grand Rapids Annual Update - Megan Christianson

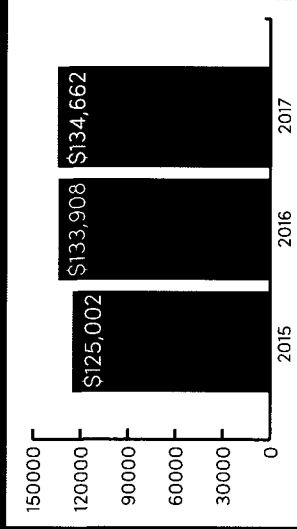
Annual Report 2017



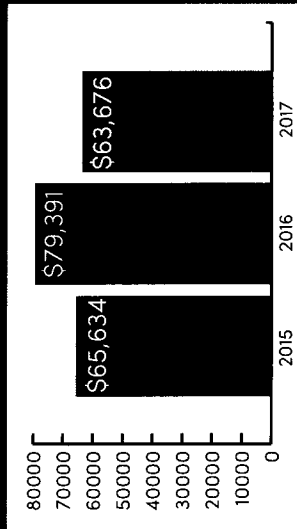
Mission: To generate a positive economic impact through travel and tourism.
www.visitgrandrapids.com

OWNED

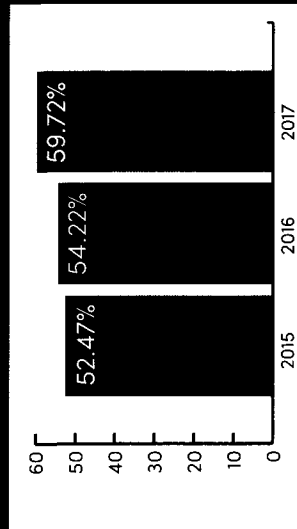
Website Visits



Mobile Visits



Bounce Rate



Top Countries

| | |
|-------------------|--------|
| 1. United States | 99,856 |
| 2. Canada | 1,685 |
| 3. N/A | 207 |
| 4. India | 180 |
| 5. United Kingdom | 169 |
| 6. Philippines | 121 |
| 7. Germany | 104 |
| 8. Australia | 95 |
| 9. Russia | 78 |
| 10. South Korea | 76 |

Top States

| | |
|-----------------|--------|
| 1. Minnesota | 59,958 |
| 2. Illinois | 13,900 |
| 3. Wisconsin | 5,947 |
| 4. Michigan | 4,591 |
| 5. Iowa | 2,132 |
| 6. North Dakota | 1,785 |
| 7. Indiana | 1,545 |
| 8. California | 1,223 |
| 9. Nebraska | 1,163 |
| 10. Texas | 1,038 |

Top Page Visits

| |
|---------------------|
| 1. Homepage |
| 2. Events Calendar |
| 3. Things To Do |
| 4. Lakes Fishing |
| 5. Sweepstakes |
| 6. Trail Conditions |
| 7. Stay |
| 8. Hotels/Motels |
| 9. Shopping |
| 10. Snowmobiling |
| 11. Events |
| 12. Annual Events |
| 13. Resorts |
| 14. ATV/OHV |
| 15. Dining |
| 16. Head North |
| 17. Ice Fishing |
| 18. Deals |
| 19. ATV/OHV Maps |
| 20. Maps |

EARNED



Likes
2016 16,609
2017 19,879



Followers
2016 1,398
2017 1,500



Followers
2016 322
2017 355



Monthly Followers
2016 12,575
2017 5,400

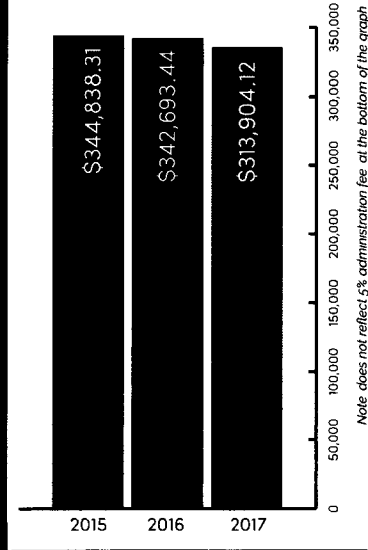


Views
2016 5,603
2017 20,392



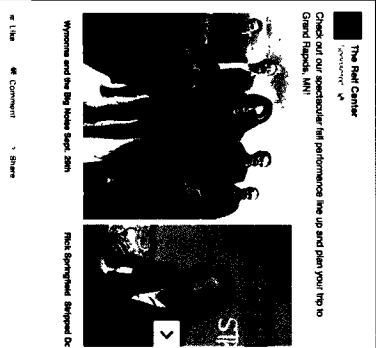
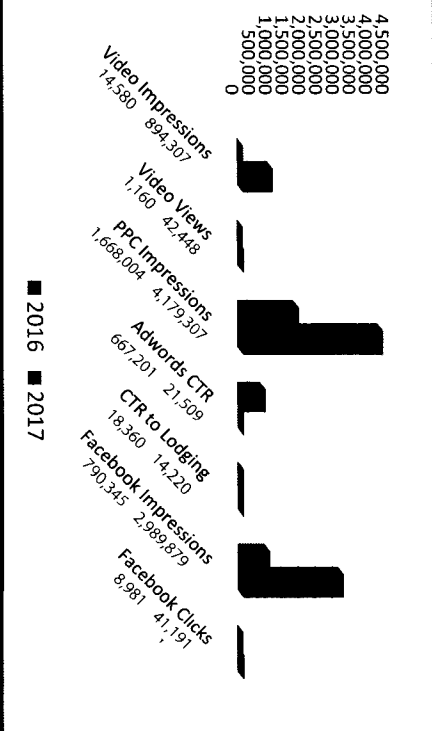
Open Rate
2016 16,600
2017 20,392

LODGING TAX

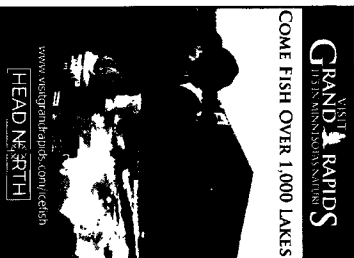
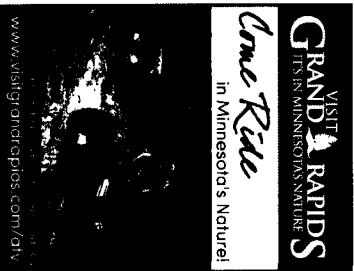
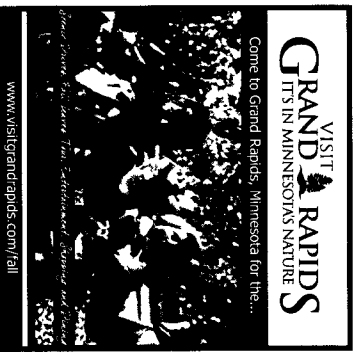


PAID

Sample Facebook Ad



Traditional Advertising - Print



MN Monthly Ad Off Road Midwest Hunting & Fishing

- AAA Living
- Explore Minnesota
- IA Sportsmen
- Have Fun Biking
- Lake Time Magazine
- Midwest Hunting & Fishing
- Midwest Living
- MN Monthly
- Minnesota Bed and Breakfast
- Minnesota Lodging
- Minnesota Snowmobiler
- Minnesota Offroad
- Rider
- Roadrunner
- Star Tribune

Regional Hospitality & Lodging Stats

| NORTHEAST REGION | |
|---------------------|----------------------|
| Carlton | \$67,895,747 |
| Cook | \$69,731,576 |
| Itasca | \$74,443,609 |
| Kanabec | \$15,606,236 |
| Koochiching | \$31,367,249 |
| Lake | \$41,083,654 |
| Pine | \$75,601,233 |
| St Louis | \$557,653,416 |
| Region Total | \$933,382,720 |

Statewide Hospitality & Lodging Stats

Economic Impact: Sales and Jobs
 Travel/tourism in Minnesota generates:

- SALES**
- \$15.0 billion in gross sales
 - \$41 million a day

JOBS

- More than 265,000 full- and part-time jobs
- 11% of total private sector employment
- \$5.4 billion in wages

REVENUE

- \$969 million in state sales tax
- 18% of state sales tax revenues

Note: Data for leisure & hospitality sector, 2016

International Travel to Minnesota

Minnesota's appeal as a travel destination extends across the globe, including:

- 524,000 Canadian travelers on overnight trips
- 292,000 additional international travelers from other countries

Note: Canadian estimate is for 2016; estimate for other countries is 2014-2016 annual average

Growth in the Tourism Industry

Sales at leisure and hospitality businesses grew 50% from 2004 to 2016, including 3.7% annual growth for 2016.

For more information: <https://bit.ly/2qXYAd4>

For More Information Contact:

Megan Christianson | Visit Grand Rapids Executive Director
 218-326-9607 | megan@visitgrandrapids.com

19/6



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 18-0336 **Version:** 1 **Name:** KIds Campus - Civic Center PLA
Type: Agenda Item **Status:** CC Worksession
File created: 5/18/2018 **In control:** City Council Work Session
On agenda: 5/29/2018 **Final action:**
Title: Discuss consideration of a Project Labor Agreement (PLA) for the Kids Campus - Civic Center Expansion/Renovation Project

Sponsors:

Indexes:

Code sections:

Attachments: [PLA Information](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Discuss consideration of a Project Labor Agreement (PLA) for the Kids Campus - Civic Center Expansion/Renovation Project

Background Information:

Attached is information related to PLA's. Dan Hendrickson and Rick Cannata, representing the Iron Range Building & Construction Trades Council, will present information and answer questions relative to PLA's.

PROJECT LABOR AGREEMENT



PUTTING LOCAL LABOR BACK
TO WORK THROUGH PROJECT
LABOR AGREEMENTS

WHY LOCAL SECTOR PROJECT LABOR AGREEMENTS ARE GOOD FOR LOCAL GOVERNMENTS

- ❖ ***What is a public sector PLA?*** A PLA is a type of pre-hire agreement between the owner, project manager, or general contractor and labor organizations for work done on a construction project. PLAs govern wages, benefits, and working conditions for workers on a specific project, provide referrals of skilled labor from Union hiring halls, prevent work stoppages of any kind, and provide for efficient arbitration to resolve disputes over labor conditions.
- ❖ ***Why is public sector project labor agreements (PLAs) needed?*** PLAs are valuable tools for public project owners – including cities, counties, school districts and other political subdivisions – that help ensure construction projects are completed on-time and on-budget, without delays and unexpected costs.
- ❖ ***How does public sector PLAs benefit project owners?*** PLAs ensure a steady supply of skilled labor, provide an efficient means of resolving disputes over labor conditions, and coordinate the work of multiple crafts. PLAs are designed to: save money for the project owner and taxpayer, provide fair and safe working conditions, and to meet the particular needs of the project and project owner.
- ❖ ***Are public sector PLAs legal?*** Yes. The United States Supreme Court and the Minnesota Court of Appeals have upheld these agreements. See Building and Construction Trades Council v. Associated Builders and Contractors, 507 U.S. 218 (1993); Queen City Construction Inc. v. City of Rochester, 604 N.W. 2d 368 (Minn. App. 1999).
- ❖ ***How common are public sector PLAs?*** They are not only legal, but common in Minnesota. Examples of projects built with a public sector PLA include: Giants Ridge (Hotel, Golf Course, and Convention Center), Saint Louis County Schools #2142, Hibbing High School remodel, Greenway School Projects (1998 and 2012), Nashwauk City Hall Restoration, Pump House and Utilities for Essar Steel, CIRSSD project, and numerous projects in the City of Ely, Mt. Iron, Eveleth, Hibbing and Virginia.
- ❖ ***Can any contractor bid under a public sector PLA?*** Yes. Both Union and non-union contractors can submit a successful bid. The non-union contractor does not have to “become Union,” but only is required to abide by the terms and conditions of the PLA for the duration of the project.

**Local Counties and Cities with
Project Labor Agreement Language**

COUNTIES

SAINT LOUIS

ITASCA

CARLTON

LAKE

DOUGLAS (WI)

CITIES

AURORA

CHISHOLM

CROMWELL

COHASSET

DULUTH

ELY

EVELETH

HIBBING

KINNEY

MT. IRON

ORR

SUPERIOR

TOWER

TWO HARBORS

VIRGINIA

PROJECT LABOR AGREEMENTS

| <u>DATE</u> | <u>PROJECT NAME</u> | <u>PLACE</u> |
|-------------|---|--------------------|
| 1980 | BLANDIN PAPERMILL | GRAND RAPIDS, MN |
| 1988 | BLANDIN PAPERMILL #6 & #7 | GRAND RAPIDS, MN |
| 1992 | LAURENTIAN MANOR | VIRGINIA, MN |
| 1993 | VIRGINIA SCHOOL DISTRICT | VIRGINIA, MN |
| 1994 | ELY WOLF CENTER | ELY, MN |
| 1994 | LUIGINO'S | HIBBING, MN |
| 1995 | WARBA COMMUNITY BUILDING | WARBA, MN |
| 1995 | NORTHWEST AIRLINES RES. CENTER | CHISHOLM, MN |
| 1995 | FORTUNE BAY CASINO | LAKE VERMILION, MN |
| 1996 | BLANDIN #4A COATER AND WINDER | GRAND RAPIDS, MN |
| 1996 | EVELETH SENIOR HOUSING | EVELETH, MN |
| 1997 | VIRGINIA COURTHOUSE PROJECT | VIRGINIA, MN |
| 1997 | BLANDIN POWER PLANT PROJECT | GRAND RAPIDS, MN |
| 1997 | ST. LOUIS CO. COURTHOUSE ADDITION | HIBBING, MN |
| 1997 | BLANDIN #6 REBUILD PROJECT | GRAND RAPIDS, MN |
| 1998 | GREENWAY SCHOOLS | COLERAINE, MN |
| 1998 | WASHINGTON MANOR | VIRGINIA, MN |
| 1998 | GIANTS RIDGE HOTEL AND CONV CENTER | BIWABIK, MN |
| 1999 | VIRGINIA REGIONAL MEDICAL CENTER | VIRGINIA, MN |
| 1999 | BLANDIN FOUNDATION ADDIT/REMODEL | GRAND RAPIDS, MN |
| 1999 | LARUE AREA RECREATION DEVELOPMENT | NASHWAUK, MN |
| 2000 | NASHWAUK 5 TH ADDITION IMPROV. | NASHWAUK, MN |

PROJECT LABOR AGREEMENTS

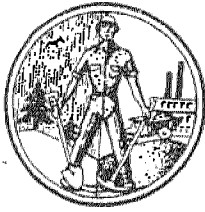
| <u>DATE</u> | <u>PROJECT NAME</u> | <u>PLACE</u> |
|-------------|--|----------------------|
| 2000 | SYKES TIMBERLAKE CONSTRUCTION | EVELETH, MN |
| 2000 | NASHWAUK WATER TOWER | NASHWAUK, MN |
| 2001 | ELY HOSPITAL | ELY, MN |
| 2001 | GIANTS RIDGE GOLFCOURSE | BIWABIK, MN |
| 2001 | NASHWAUK 5 TH ADDITION PART 2 | NASHWAUK, MN |
| 2001 | ELY REVENUE BLDG., REROOFING | ELY, MN |
| 2001 | QUARRY MAINTENANCE BUILDING | BIWABIK, MN |
| 2001 | ELY WATER TOWER | ELY, MN |
| 2001 | FORTUNE BAY RESORT/GOLF COURSE | LAKE VERMILION, MN |
| 2002 | COMBUSTION TURBINE PROJECT | SOLWAY, MN |
| 2002 | FORTUNE BAY RESORT REMODEL | LAKE VERMILION, MN |
| 2002 | CITY OF MT. IRON | MT. IRON, MN |
| 2002 | DELTA DENTAL | GILBERT, MN |
| 2003 | NASHWAUK CITY HALL RESTORATION | NASHWAUK, MN |
| 2003 | BLUE CROSS/BLUE SHIELD | VIRGINIA, MN |
| 2003 | GRAND ITASCA MEDICAL CENTER | GRAND RAPIDS, MN |
| 2005 | MEDICAL FACILITIES REDEVELOPMENT | VIRGINIA, MN |
| 2005 | RENOVATION OF HIBBING ANNEX | HIBBING, MN |
| 2005 | BLANDIN PAPER #7 | GRAND RAPIDS, MN |
| 2005 | WATER TREATMENT HOLDING TANK | CHISHOLM, MN |
| 2005 | HIBBING/VIRGINIA LEA PROJECTS | HIBBING/VIRGINIA, MN |

PROJECT LABOR AGREEMENTS

| <u>DATE</u> | <u>PROJECT NAME</u> | <u>PLACE</u> |
|-------------|---|--------------------|
| 2006 | FORTUNE BAY EXPANSION | LAKE VERMILION, MN |
| 2007 | MESABI EAST SCHOOL | AURORA, MN |
| 2008 | LAKE COUNTRY POWER | MT. IRON, MN |
| 2009 | MESABI NUGGET | HOYT LAKES, MN |
| 2009 | HIBBING HIGH SCHOOL | HIBBING, MN |
| 2010 | ESSAR STEEL | NASHWAUK, MN |
| 2010 | SILICON ENERGY | MT. IRON, MN |
| 2010 | NASHWAUK PUMP HOUSE, UTILITIES, WATER AND SEWER TO ESSAR | NASHWAUK, MN |
| 2011 | CIRSSD (CHISHOLM, BUHL, KINNEY) | CHISHOLM, MN |
| 2011 | SAINT LOUIS COUNTY SCHOOLS #2142 | VARIOUS |
| 2012 | GREENWAY SCHOOL ADDIT/REMODEL | COLERAINE, MN |
| 2012 | CITY OF HIBBING | HIBBING, MN |
| 2013 | CITY OF HIBBING PAVING PROJECT | HIBBING, MN |
| 2013 | ST. LOUIS CO COURTHOUSE ADDITION | VIRGINIA, MN |
| 2014 | REIF CENTER | GRAND RAPIDS, MN |
| 2014 | 4 TH STREET SEWER AND PAVING | VIRGINIA, MN |
| 2014 | ISD 701 SCHOOL PROJECTS | HIBBING, MN |
| 2014 | ST. LOUIS CO MOTOR POOL | GILBERT, MN |
| 2015 | GIANTS RIDGE CONV. CENTER | BIWABIK, MN |
| 2015 | CITY OF TOWER | TOWER, MN |
| 2015 | VIRGINIA COOP CREDIT UNION | VIRGINIA, MN |

PROJECT LABOR AGREEMENTS

| <u>DATE</u> | <u>PROJECT NAME</u> | <u>PLACE</u> |
|-------------|----------------------------|-------------------|
| 2016 | MT. IRON SCHOOL | MT. IRON, MN |
| 2016 | GIANTS RIDGE SKI HILL | BIWABIK, MN |
| 2016 | NATURAL HARVEST FOOD COOP | VIRGINIA, MN |
| 2016 | CARPENTERS HALL | VIRGINIA, MN |
| 2016 | LABORERS HALL | VIRGINIA, MN |
| 2017 | HIBBING H.S. AUDITORIUM | HIBBING, MN |
| 2017 | HWY 53 BRIDGE | VIRGINIA, MN |
| 2018 | ERP-MESABI METALLICS | NASHWAUK, MN |
| 2018 | MEMORIAL BUILDING | HIBBING, MN |
| 2018 | ST. LOUIS COUNTY BUILDINGS | VIRGINIA&COOK, MN |
| 2018 | HULL RUST MINE VIEW | HIBBING, MN |



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

PHONE: 218-748-7570 • FAX: 218-748-7573 • www.mtniron.com
8586 ENTERPRISE DRIVE SOUTH • MOUNTAIN IRON, MN • 55768-8260

September 29, 2005

To Whom It May Concern:

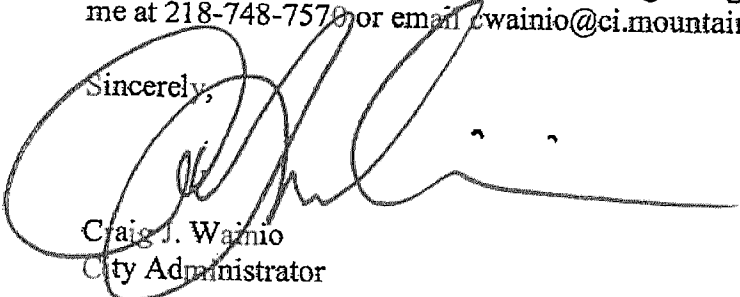
The City of Mountain Iron implemented the use of a Project Labor Agreement (PLA) for inclusion in all plans and specifications issued by the City. Following is an excerpt from the March 18, 2002, City Council meeting where the use of a PLA was adopted:

"It was moved by Matanich and supported by Skogman to direct that all future bids, quotes, or agreements that require the use of a contractor include a Project Labor Agreement. The motion carried."

Since then, numerous projects have been undertaken by the City that has included the PLA provision. To date, the system has worked extremely well and the City has never experienced a labor issue on any project.

If you have any questions or comments regarding this matter, please do not hesitate to contact me at 218-748-7570 or email cwainio@ci.mountain-iron.mn.us.

Sincerely,



Craig J. Wainio
City Administrator

At the regular Council meeting held April 4, 2012, at 6:00 p.m. in the Hibbing City Council Chambers Clerk Patrick L. Garrity offered the following Resolution and moved its adoption:

RESOLUTION NO. 12-04-04

RESOLUTION APPROVING UTILIZATION OF A PROJECT LABOR AGREEMENT FOR THE CITY OF HIBBING

WHEREAS, the City of Hibbing is desirous of efficient and timely completion of construction projects undertaken by the City of Hibbing; 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 the Project Labor Agreements be utilized by the City of Hibbing for all future construction projects, in excess of \$150,000.00 unless otherwise prohibited by law, or if funding sources specifically exclude this,

BE IT FURTHER RESOLVED that the City of Hibbing hereby directs the City staff to utilize the Project Labor Agreement approved by the City Attorney for all future construction projects in excess of \$150,000.00,

BE IT FURTHER RESOLVED that the City of Hibbing shall implement the Project Labor Agreement by requiring adherence to the Agreement in the bid specifications and all relevant bid documents.

The motion to adopt the foregoing Resolution was duly supported by Councilor Darby Sater and, upon being put to a vote, carried as follows:

FOR ADOPTION: Councilor Darby Sater
Councilor Patty Shafer
Councilor Frank Bigelow
Councilor Tim Harkonen
Clerk Patrick L. Garrity
Mayor Rick J. Cannata

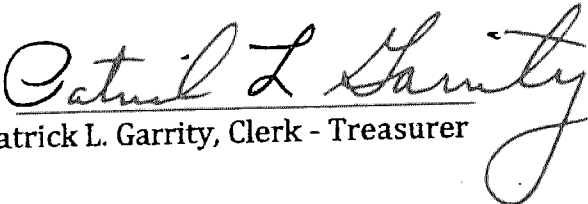
AGAINST: None

ABSENT: Councilor Jack Lund

Passed and adopted this 4th day of April, 2012

CITY OF HIBBING


Rick J. Cannata, Mayor

ATTEST: 
Patrick L. Garrity, Clerk - Treasurer



Resolution
of the

Board of County Commissioners
St. Louis County, Minnesota

Adopted on: May 4, 2004

Offered by Commissioner: Sweeney

Resolution No. 255

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

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

org294

From: "Iron Workers 512 Region B" <iw512b@yahoo.com>
Date: Friday, June 05, 2009 3:21 PM
To: "Chris Rootes" <chris@iron512.com>; "Dan O'Neill" <dannpipetrades@aol.com>; "Mike Fabish" <dexter49@aol.com>; "Dick Webber" <dickwebber@insulatorslocal49.org>; "Dennis Marchetti" <djmsm10@aol.com>; "Dave Becker" <dlbecker1097@yahoo.com>; "Gordon Smith" <gsmsbs@q.com>; "Iron Workers" <iw512b@yahoo.com>; "Dale Long" <jlong004@centurytel.net>; "Larry Anderson" <landerson@liunagroc.com>; "Mike Syversrud" <mikes@local633.org>; "Dan Hendrickson" <org294@mchsi.com>; "Rick Cannata" <rcannata@liunagroc.com>; "Rick Nasby" <rjnasby@comcast.net>; "Vance Anderson" <valocal96@yahoo.com>
Subject: FW: MT IRON Holiday Inn Express

Iron Range Bldg Trades had a PLA on this project, Rocky is the developer.

--- On **Fri, 6/5/09**, landerson@liunagroc.com <landerson@liunagroc.com> wrote:

From: landerson@liunagroc.com <landerson@liunagroc.com>
 Subject: FW: MT IRON Holiday Inn Express
 To: iw512b@yahoo.com
 Date: Friday, June 5, 2009, 2:11 PM

-----Original Message-----

From: Rockie Kavajecz [<mailto:rockiekav@mac.com>]
 Sent: Friday, June 05, 2009 1:18 PM
 To: landerson@liunagroc.com
 Cc: Joe Russo
 Subject: MT IRON Holiday Inn Express

Larry

Thought you would like to hear that the hotel project in Mt Iron was the first time in our Holiday Inn regional territory, which covers from New Orleans to International Falls, that the completion / opening date picked 10 months prior was achieved on the exact day (June 2). Holiday Inn called and said they have never had this happen before! Great tribute to the trades!

Conversely, in Alabama, a likewise project is four months behind schedule!

Best regards and thanks for the Union Banner!

Rockie

Questions and Answers

Who Benefits From a PLA?

PLAs, by definition, are designed to give maximum benefit to all parties involved. Union and non-union workers benefit because their wages and benefits are defined and protected. Union and non-union contractors benefit from the assurance of a level playing field, and a skilled workforce is guaranteed. Lenders and insurance companies benefit from lowered risk. But, the construction owner and the taxpayer benefit the most. The virtual elimination of costly delays due to labor conflicts or skilled worker shortages are vital factors for a job coming in “on time...and on budget.”

How are PLAs Devised?

PLAs are a product of collective bargaining and are negotiated to meet the needs of the individual project and owner. Each PLA is unique.

Does a PLA Enhance the Value of the Project?

Yes. Lenders look more favorably on projects being conducted under a PLA because they know the probability of “on time...on budget” completion is greatly increased.

Do All Projects Benefit From a PLA?

PLAs are ideal for complex projects that have an extended construction schedule and involve multiple crafts and trades. The Agreement can cover one large project, or several related smaller projects. Small, relatively simple projects do not usually need a PLA.

Can a PLA Cover More Than One Project?

Yes. PLAs can be used as an umbrella labor agreement for a series of projects. For instance, several school districts in California have negotiated PLAs to cover their construction and renovation needs over extended periods of time.

Do PLAs Save Owners and Taxpayers Money?

Yes. PLAs were devised to improve the efficiency and productivity of a project's contractors and workforce and to eliminate costly labor-related delays on large construction projects. And they work! Millions of dollars are also saved in health and safety costs, thanks to programs and standards initiated under PLAs and now viewed as “best practices” in the industry.

Do PLAs Shut Out Non-Union Contractors?

Absolutely not. On public works projects, all contractors, union and non-union, are invited to submit bids.

Do PLAs Restrict Competition?

No. Federal public works projects require that all contractors, union and non-union, pay the prevailing wage. PLAs simply create a level playing field for all contractors by standardizing all labor conditions on a particular project.

Does a PLA Discourage Bidding?

No. In fact, many contractors prefer to work under a PLA. An example is the Southern Nevada Water Authority's Improvement Project. It was conducted in two phases, the first in 1997 without a PLA. The second phase- begun in 1999 under the terms and conditions of a PLA – received a 32 percent increase in bids per package.

Do Union Hiring Halls Dispatch Workers Based on Union Membership and Seniority?

No. Federal law mandates non-discriminatory dispatching.

Do PLAs Bring Value to the Community Beyond the Efficient Construction of the Project?

Yes. Project owners and community leaders and building trades unions frequently negotiate PLAs to address a wide range of local and social needs. PLAs can, and do, ensure hiring of local residents. And many recent PLAs are instituting community outreach efforts designed to enroll young students in pre-apprenticeship programs that are designed to introduce them to careers in the skilled trades. Because local workers are building the project, the project's payroll stays in the community and contributes to its prosperity.

Are All PLAs the Same?

No. Each PLA is negotiated through a process of collective bargaining and each one is unique and designed to address the specific needs of a particular job, and a particular community.

SCHEDULE "A"

| | |
|------|----------------------------------|
| A-1 | BOILMAKERS #647 |
| A-2 | BRICKLAYERS #1 |
| A-3 | CARPENTERS #606 |
| A-4 | CEMENT FINISHERS/PLASTERERS #633 |
| A-5 | ELECTRICIANS #294 |
| A-6 | ELEVATOR CONSTRUCTORS #9 |
| A-7 | GENERAL DRIVERS #346 |
| A-8 | INSULATORS #49 |
| A-9 | IRONWORKERS #512 |
| A-10 | LABORERS #1097 |
| A-11 | MILLWRIGHTS #1348 |
| A-12 | OPERATING ENGINEERS #49 |
| A-13 | PAINTERS #106 |
| A-14 | PLUMBERS & FITTERS #589 |
| A-15 | ROAD SPRINKLERFITTERS #669 |
| A-16 | ROOFERS #96 |
| A-17 | SHEET METAL #10 |

PROJECT LABOR AGREEMENT [PUBLIC SECTOR]

ARTICLE I PURPOSE

This Agreement is entered into this _____ day of _____, 201_ by and by and between _____, its successors or assigns (hereinafter "Project Contractor"), _____ (hereinafter "Owner") and the Iron Range Building and Construction Trade Council, on behalf of its affiliated local unions, 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 _____ [name of Project], hereinafter "Project".

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in 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 _____ [name of Project Contractor] alone is intended, the term "Project Contractor" is used.

The parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to establish 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 craft workers for the construction of the Project.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers 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 Labor Agreement shall apply and is limited to all construction work included in all bid categories for the Project 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: [list all aspects of the construction work involved.]

Section 2. 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 Labor Agreement by executing this Agreement prior to commencing work. This Project Labor Agreement is a material term of the bid specifications for the Project and therefore, regardless of whether a contractor executes this Agreement, by virtue of the owner and/or Project Contractor accepting the bid offer of the Contractor, a Contractor who performs work on this project is bound to this PLA regardless of their execution of this 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 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 instrument 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 Article V, VI and VII of this Project Labor Agreement, which shall apply to such work.

Section 3. 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 4. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.

Section 5. The Owner and/or Project Contractor have the absolute right to select any qualified bidder for the award of contracts 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 6. 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 Labor 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, at 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. 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 supervisor employees as defined by the National Labor Relations Act. No Contractor party is required to sign any other agreement as a condition of performing work within the scope of this Agreement. However, any Contractor performing work on the Project which is not party to a Local Area Labor Agreement for a craft employed by the Contractor, agrees to install hourly wage rates, hours, fringe benefit contributions, referral procedures and all other terms and conditions of employment as fully set forth in the applicable Local Area Agreement as attached as Schedule A for work on the Project for each craft employed by the Contractor. But in no event shall the wages be less than the wages that are applicable to this project under the Davis-Bacon Act. All employees covered by this Agreement shall be classified in accordance with the work performed.

Section 10. The Contractors agree to timely pay contributions to the established employee benefit funds in the amounts designated in the Local Area Labor Agreements attached as Schedule A.

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.

Section 11. All workers delivering fill, sand, gravel, crushed rock, transit/concrete mix, ready mix, asphalt or other similar material and all workers removing any materials from the construction site shall receive a total package of wages and benefits at least and not lower than the wages and benefits provided for in the then current Highway, Heavy Construction Agreement between Teamsters Local 346 and the Associated General Contractors of America, or the Highway Heavy Prevailing Wage Schedule, whichever is greater.

ARTICLE III
UNION RECOGNITION AND UNION SECURITY

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. All employees covered by this Agreement now in the employ of the Contractor shall remain members in good standing in their respective Unions during the term of the Agreement and all employees hereinafter employed by the Contractor will become members of the respective Unions within seven (7) days after the date of their employment and shall remain members of the Unions in good standing during the term of this Agreement.

Section 3. 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 comply fully with the posted visitor and security and safety rules of the Project.

ARTICLE IV
REFERRAL OF EMPLOYEES

Applicants for the various classifications covered by this Agreement required by the Employer or Contractors on the Project shall be referred to the Contractors by the Unions. The Unions represent that its local unions administer and control their referrals and it is agreed that these referrals will be made in a non-discriminatory manner and in full compliance with Federal and State laws.

ARTICLE V
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 or the applicable local area agreements, 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.

ARTICLE VI
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 Unions or by any employee, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the Project site is a violation of this Article.

Section 2. The 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 or any site of a

contractor or supplier necessary for the performance of work at the 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 thirty (30) days.

Section 3. The Unions shall not be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents 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. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his 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.

Section 4. Any party alleging a breach of this Article shall have the right to petition a court for temporary and permanent injunctive relief. The parties agree that the moving party, upon proving a breach of this Agreement, shall be entitled to temporary and permanent injunctive relief.

ARTICLE VII SAFETY

The parties are mutually committed to promoting a safe working environment for all personnel at the job site. It shall be the responsibility of each employer to which this PLA applies to provide and maintain safe working conditions for its employees, and to comply with all applicable federal, state and local health and safety laws and regulations.

ARTICLE VIII UNION-MANAGEMENT COOPERATION COMMITTEE

The parties to this Agreement agree to form a Union-Management Committee, consisting of signatory unions, and contractors. The purpose of the Committee is to ensure cooperation on matters of mutual concern, including productivity, quality of work, safety and health.

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 on 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 Labor Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When an 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 ten (10) working days after the occurrence of the violation, or knowledge of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) of the Local Area Agreement and/or this PLA 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 Local Area Agreement and/or this PLA 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 seven (7) 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 or his or her designee of a Local Union and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven(7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the Federal Mediation and Conciliation Service to provide them with a list of seven (7) neutral arbitrators from which the Arbitrator shall be selected. The parties shall alternatively strike arbitrators from the list until one remains, who shall preside at the hearing. The party striking first shall be determined by the flip 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 Building and Construction Trades Council 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 Employers and 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 Employers 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 Employers 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
LABOR HARMONY CLAUSE

The contractor shall furnish labor that can work in harmony with all other elements of labor employed on the Project and shall submit a labor harmony plan to demonstrate how this will be done. "Harmony" shall include the provision of labor that will not, either directly or indirectly, cause or give rise to any work disruptions, slow downs, picketing, stoppages, or any violence or harm to any person or property while performing any work, or activities incidental thereto at the Project. The labor harmony plan should include the company's labor management policies, collective bargaining agreements if any and their expiration dates, past labor relations history, a listing of activities anticipated under this contract that may potentially cause friction with on-site workers, and procedures the company will undertake to eliminate this friction.

The contractor agrees that it shall require every lower-tier subcontractor to provide labor that will work in harmony with all other elements of labor employed in the work, and will include the provisions contained in the paragraph above, in every lower-tier subcontract let for work under this contract.

The requirement to provide labor that can work in harmony with all other elements of labor employed in the work throughout the contract performance is a material element of this contract. Failure by the contractor or any of its lower-tier subcontractors to comply with this requirement shall be deemed a material breach of the contract which will subject the contractor to all rights and remedies the Owner or Project Contractor may have, including without limitation the right to terminate the contract.

ARTICLE XIV
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 XV
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 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 an applicable law and the intent of the parties hereto.

ARTICLE XVI
DURATION OF THE AGREEMENT

The Project Labor Agreement shall be effective _____, 201_ 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.

PROJECT CONTRACTOR

By: _____
Its: _____

By: _____
Its: _____

IRON RANGE BUILDING & CONSTRUCTION
TRADES COUNCIL

By: _____
Its: _____

AGREEMENT TO BE BOUND
PROJECT LABOR AGREEMENT

The undersigned EMPLOYER agrees that it has reviewed a copy of the Project Labor Agreement for the _____ Project located in _____, Minnesota with the Iron Range Building and Construction Trades Council and further agrees to become a party to and bound to the foregoing Agreement.

Attest:

SIGNED FOR THE EMPLOYER:

Dated: _____

Company Name

Company Address

Phone No., Job Site and/or Office

Fax No.

By

Title



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 18-0337 **Version:** 1 **Name:**
Type: Agenda Item **Status:** CC Worksession
File created: 5/18/2018 **In control:** City Council Work Session
On agenda: 5/29/2018 **Final action:**
Title: Discuss concept of adding Legion Field Turf to the Kids Campus - IRA Civic Center Expansion/Renovation Project.

Sponsors:

Indexes:

Code sections:

Attachments:

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Discuss concept of adding Legion Field Turf to the Kids Campus - IRA Civic Center Expansion/Renovation Project.

Background Information:

The City of Grand Rapids owns Legion Field. It is currently utilized only for baseball. By placing artificial turf on the field it could become a multi-sport field serving marching band, baseball, softball, football, soccer, and lacrosse. The Athletic Field Taskforce would like to present this concept to the City Council.