

**PROJECT LABOR AGREEMENT
FOR
MINNESOTA MULTI-PURPOSE STADIUM**

ARTICLE I

PURPOSE

This Project Labor Agreement ("Agreement") is entered into this 22nd day of November 2013, by and between M.A. MORTENSON COMPANY ("Project Contractor") and the MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL (hereinafter called the "Council"), acting on its own behalf and on behalf of all the Building Trades Local Unions affiliated with the Council (hereinafter collectively called the "Union" or "Unions"), with respect to the construction of the MINNESOTA MULTI-PURPOSE STADIUM, (hereinafter called the "Project").

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

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

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

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

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all contractors of whatever tier, agree not to engage in any lockout,

and the Unions agree not to engage in any strike, slow-down, or interruption or other disruption of or interference with the work covered by this Agreement.

ARTICLE II

SCOPE OF AGREEMENT

Section 1. This Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work. The term "dedicated off-site work" as used herein means off-site construction work that is specifically and exclusively dedicated to the Project, did not exist before the Project, and will not exist after the Project is concluded. The scope of this Agreement excludes off-site fabrication, off-site manufacturing, and delivery.

The Project is defined as:

Site preparation and construction activities required to build the Stadium and Stadium Infrastructure, in accordance with the construction services agreement, and any amendments thereto, executed between the Minnesota Sports Facilities Authority and the Project Contractor, as those terms are defined in the construction services agreement.

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

Section 2. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

Section 3. This Agreement shall only be binding on the signatory parties hereto and their heirs, successors, and assigns, and shall not apply to their parents, affiliates or subsidiaries. The Council represents that it has the authority to legally bind itself and each of the Unions

referenced in the attached Schedule B, and to execute the Agreement on their behalf. The Council will make available for review, upon request by Mortenson, sufficient evidence that the Council has such authority to bind each Union.

Section 4. The Owner and/or the 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 5. Items specifically excluded from the scope of this Agreement include but are not limited to the following: as listed in Attachment B.

Section 6. The provisions of this Project Agreement shall not apply to the Minnesota Sports Facilities Authority (hereinafter "Owner") and Minnesota Vikings Football, LLC (hereinafter "Team"), and nothing contained herein shall be construed to prohibit or restrict the Owner or the Team or its employees from performing work not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner for the Project.

Section 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, the Team, Contractor(s) or any employer.

Section 9. It is understood and agreed that all Project work within the scope of the Agreement must be performed by employees of employers bound by the terms of this Agreement.

ARTICLE III

UNION RECOGNITION

Section 1. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

Section 2. The hiring of employees shall be governed by the procedures set forth in the collective bargaining agreements which form Schedule A, except that employers not party to any Agreements which form Schedule A will be entitled to retain their core employees, defined as no

more than 15% of the employer's construction employee workforce assigned to work on the Project, when commencing work on the Project. Unions recognize that all such hiring for the Project shall be subject to all necessary and reasonable good faith efforts to support accomplishment of the Equity Plan adopted by the Owner, and Unions agree to work and cooperate with the Employment Assistance Firm retained by the Owner to identify, train, and facilitate the hiring and utilization of minorities, women, and veterans for work on the Project. It is further agreed that there shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in a union or based on race, creed, color, sex, age, or national origin of such employee or applicant.

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

ARTICLE IV

UNION REPRESENTATION

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

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

ARTICLE V

WAGES AND BENEFITS

Section 1. All employees covered by this Agreement shall be classified in accordance with work performed and paid the base hourly wage rates for those classifications as specified in the applicable local collective bargaining agreements ("CBAs") in attached Schedule A.

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

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 work day shall be determined as set forth in the applicable Schedule A CBA.

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

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

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

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

ARTICLE VII

MANAGEMENT'S RIGHTS

The Project Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

ARTICLE VIII

WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs, sympathy strikes or actions, hand-billing (and similar visible demonstrations), or other disruptive activity for any reason by the Council, a Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of the Council, 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, sympathy strikes or actions, hand-billing (and similar visible demonstrations), or any other disruptive activity at the Contractor's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Section 3. Neither the Council nor any 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 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 Union. The principal officer or officers of a Union will immediately instruct, order and use the best efforts of his or her office to cause the employees that the Union represents to cease any violations of this Article. A Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

ARTICLE IX

DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the 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 forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The Business Manager of the Council, the Director of Operations of the Project Contractor, 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) arbitrators in a sub-regional panel from which the Arbitrator shall be selected by the parties alternatively striking names from the list. The first strike shall be determined by the toss of a coin. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved 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 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, slow-down, sympathy strikes or actions, handbilling or disruptive activity 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 Unions prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE XI

SUBCONTRACTING

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

ARTICLE XII

EQUITY PLAN

Section 1. The Contractors and the Unions agree to promote the involvement of minorities, women, and veterans in the construction of the Project, in accordance with the Equity Plan adopted by the Owner.

Section 2. The Unions and Contractors acknowledge all goals, requirements, and other details of the Equity Plan and are mutually committed to successful achievement of the Plan including assisting women, minorities, and veterans to develop life-long careers and also to increase the community's capacity to provide the appropriate workforce for future projects.

Section 3. Specifically, the Unions and Contractors collectively and each Union and Contractor individually recognize the Workforce Goals established within the Equity Plan for the Project (32% minority, 6% female) and agree, in mutual cooperation, to take all necessary and reasonable good faith efforts to support accomplishment of these goals (such measures shall include evidence of all good faith efforts undertaken by both Contractors and Unions to increase minority and female participation in the Project).

Section 4. Appendix E of the Project Equity Plan identifies certain minimum requirements for Good Faith Efforts to be exercised by Contractors. Unions agree to fully support these Good Faith Efforts.

ARTICLE XIII

SAVINGS AND SEPARABILITY

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

ARTICLE XIV

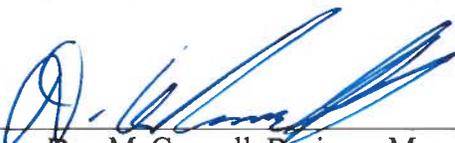
DURATION OF THE AGREEMENT

This Project Agreement shall be effective on November 22, 2013 and shall continue in full force and effect for the duration of the Project construction work as described and defined in Articles I and II of this Agreement.

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

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

**FOR THE MINNEAPOLIS BUILDING AND
CONSTRUCTION TRADES COUNCIL**

By: 

Dan McConnell, Business Manager

Dated: 11/22/2013

**FOR M.A. MORTENSON COMPANY,
PROJECT CONTRACTOR**

By: 

Kendall Griffith, Vice President

Dated: 11.22.13

SCHEDULE A

LOCAL COLLECTIVE BARGAINING AGREEMENTS

The applicable Local Collective Bargaining Agreements (“CBAs”) for the Building Trades Unions affiliated with the Council are incorporated herein by reference. For copies of the applicable CBAs, contact the Local Unions directly or the:

Minneapolis Building and Construction Trades Council
312 Central Avenue, Suite 556
Minneapolis, MN 55414
Phone: (612) 379-4234 Fax: (612) 379-4479
E-mail: dee@mplsbuildingtrades.org

SCHEDULE B

Boilermakers Local 647

Bricklayers Local 1

Carpenters Local 322 and North Central States Regional Council of Carpenters

Cement Masons Local 633

City Employees Local 363 and Laborers District Council of Minnesota and North Dakota

Laborers Local 563 and Laborers District Council of Minnesota and North Dakota

IBEW Local 292

Elevator Constructors Local 9

Glaziers Local 1324 and Painters District Council 82

Heat and Frost Insulators Local 34

Iron Workers Local 512

Iron Workers Local 535

Millwrights Local 548 and North Central States Regional Council of Carpenters

MN Interior Systems Local 68 and North Central States Regional Council of Carpenters

Operating Engineers Local 49

Painters Local 386 and Painters District Council 82

Pile Drivers Local 1847 and North Central States Regional Council of Carpenters

Pipefitters Local 539

Plasterers Local 265

Plumbers Local 15

Roofers Local 96

Sheet Metal Workers Local 10

Sign and Display Local 880 and Painters District Council 82

Sprinklerfitters Local 417

ATTACHMENT A

LETTER OF ASSENT

_____ hereby agrees to accept and be bound by the terms and conditions of the Project Labor Agreement between M.A. MORTENSON COMPANY and the MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL, dated and effective _____, for MINNESOTA MULTI-PURPOSE STADIUM 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.

By: _____

Its: _____

Dated: _____

ATTACHMENT B

EXCLUSIONS

Items specifically excluded from the scope of this Agreement include:

1. Work performed by executives, field engineers, office engineers, designers, inspectors, quality control personnel, draft persons, superintendents, time keepers, messengers, office workers, guards, emergency medical and first aid technicians and other administrative or professional employees;
2. Laboratory testing, specialty testing, and inspections not ordinarily performed by construction craft personnel represented by the Unions;
3. Surveying and other elevation control work;
4. Work performed by individuals commissioned as artisans for sculptures, paintings, murals, or similar works of art;
5. Work performed pursuant to contracts with the City of Minneapolis, Hennepin County, or similar governmental entity (other than the Minnesota Sports Facilities Authority) for infrastructure work, whether or not the work is required as a result of the Project;
6. Work performed by or under a contract with public utility companies to provide utility work for this Project, whether or not this work is on the Stadium Site;
7. Weekly cleaning of the Project Contractor's and other Contractor's management office trailers;
8. Work performed under existing contracts, annually-renewed contracts, or contracts for emergency work associated with ongoing operation, maintenance, and repair of the Metrodome prior to commencement of the demolition phase of the Project;
9. Certain features of the scoreboards, lighting, telephone video equipment, sound equipment, fire alarms, security systems, and fiber optic and connectivity systems may require persons trained by the manufacturer for proper and warranted assembly, start-up, testing, and programming of this equipment; all such assembly, start-up, testing, and programming work is excluded from the PLA to the extent that persons trained by the manufacturer are necessary to perform the work and construction craft personnel represented by the Unions are not qualified to perform the work.