

TEMPLATE

Community Workforce Agreement



between

Municipality of Anchorage,

_____ **(Contractor)**

and the

**Building and Construction Trades Council of
South Central Alaska**

for the

_____ **(Project name)**

TEMPLATE

Table of Contents

PREAMBLE	3
ARTICLE 1 PRODUCTIVITY	3
ARTICLE 2 FAIR CONTRACTING OPPORTUNITIES	3
ARTICLE 3 THE PARTIES	4
ARTICLE 4 TERM OF AGREEMENT.....	4
ARTICLE 5 CONSTRUCTION OF THE PROJECT	4
ARTICLE 6 COVERED WORK AND SERVICES	4
ARTICLE 7 EXCLUDED WORK AND SERVICES.....	5
ARTICLE 8 COMPLIANCE WITH AGREEMENT	6
ARTICLE 9 MANAGEMENT RIGHTS	6
ARTICLE 10 REPRESENTATION OF EMPLOYEES.....	7
ARTICLE 11 COST OF REPRESENTATION	8
ARTICLE 12 PRE-JOB COOPERATION.....	9
ARTICLE 13 PROJECT ADMINISTRATIVE COMMITTEE (PAC).....	10
ARTICLE 14 CONTINUITY OF OPERATIONS	11
ARTICLE 15 HIRING PROCEDURES	12
ARTICLE 16 APPRENTICESHIP AND TRAINING	14
ARTICLE 17 PREFERRED ENTRY APPRENTICESHIP	14
ARTICLE 18 HELMETS TO HARDHATS	15
ARTICLE 19 SOCIALLY AND ECONOMICALLY DISADVANTAGED COMMUNITY MEMBERS	15
ARTICLE 20 DRUG AND ALCOHOL FREE WORKPLACE	16
ARTICLE 21 STANDARDIZED GRIEVANCE PROCEDURE.....	16
ARTICLE 22 ASSIGNMENT OF WORK	17
ARTICLE 23 WORK RULES	18
ARTICLE 24 SAFETY, HEALTH AND SANITATION.....	18
ARTICLE 25 PROTECTION OF PERSON AND PROPERTY	19
ARTICLE 26 WAGE SCALES AND FRINGE BENEFITS.....	19
ARTICLE 27 WORK HOURS AND PAY	20
ARTICLE 28 COMPLETE AGREEMENT	24
ARTICLE 29 GENERAL SAVINGS CLAUSE	25
ATTACHMENT 1 - LETTER OF ASSENT	27
ATTACHMENT 2 - "THE PLAN"	28
ATTACHMENT 3 – CORE EMPLOYEE ROSTER.....	30
ATTACHMENT 4 – EMPLOYEE REPRESENTATIVES.....	31
ATTACHMENT 5 – PAC DISPUTE	32

TEMPLATE

PREAMBLE

The Municipality of Anchorage (Public Entity/Owner, hereinafter referred to as “Owner”), is committed to securing the best value for public construction funds, and to putting such funds to work for the benefit and improved general welfare of residents of the community, and in particular, community members in focus categories such as military veterans, members of the National Guard and reservists; adults skilled in the construction trades; minorities; women; young people and unskilled adults, socially and economically disadvantaged members of the community; and individuals facing reentry into the community after leaving a State of Alaska correctional facility. The Building and Construction Trades Council of South Central Alaska is committed to preserving work traditionally performed by community members represented by the Council and its member organizations, and to creating employment opportunities for such individuals as well as for community members in the Owner’s priority categories.

The Owner seeks to gain ready access to a competent workforce for current as well as future projects, and to secure cost savings by employing skilled apprentices to work with more experienced workers on public construction projects. The Council seeks to participate in creating the workforce of the future, and to making such cost savings available to the Owner on present and future construction projects.

To these ends, the Council and its member organizations agree to provide the Owner, its contractors and subcontractors, with viable tools, including bona fide apprenticeship and training programs with proven track records of graduating skilled apprentices, and hiring and job referral systems designed to prioritize area resident and special applicant employment preferences. The Owner agrees the interests of the community will be served by the utilization of these tools, and that the Owner can effectively achieve the goals stated herein by utilizing a Community Workforce Agreement (hereinafter the “CWA”) to build projects constructed with Public funds.

ARTICLE 1 PRODUCTIVITY

1.1 This CWA is intended to insure that all construction work on the _____ (Public Project, hereinafter, the “Project”) proceeds without interruption or delay, that all participants work cooperatively in accordance with the highest standards of excellence and professionalism, and that disputes are resolved in an effective, expeditious manner.

ARTICLE 2 FAIR CONTRACTING OPPORTUNITIES

2.1 This CWA is intended to provide access to fair and competitive work opportunities for all contractors, and subcontractors. The Owner or Contractor, as appropriate, has the right to select all qualified bidders or subcontractors to perform work on the Project subject only to the Letter of Assent requirement set forth in Article 8.

TEMPLATE

2.2 The Council and all signatory labor organizations shall work cooperatively with the Owner, Contractor and all subcontractors awarded work on the Project regardless of whether the Contractor or subcontractors have performed or are performing work on other projects under contract with the Council or any labor organization signatory to this CWA (hereinafter, "signatory labor organization").

ARTICLE 3 THE PARTIES

3.1 This CWA is entered into by the Municipality of Anchorage (Public Entity/Owner), _____ the Contractor selected by the Owner to be responsible for construction of the Project (hereinafter, the "Contractor"), for and on behalf of itself and its subcontractors of any tier, the Building and Construction Trades Council of South Central Alaska (hereinafter, the "Council") and all signatory labor organizations. The Owner, Contractor, all subcontractors, the Council and signatory labor organizations may be referred to individually as a "Party" and collectively as the "Parties."

ARTICLE 4 TERM OF AGREEMENT

4.1 This CWA shall become effective on the ___ day of _____, 20__ and shall continue in full force and effect until completion of all Covered Work. Termination of this CWA shall occur upon receipt by the Council of written notice from the Owner, of Project completion.

ARTICLE 5 CONSTRUCTION OF THE PROJECT

5.1 This CWA shall apply to all phases of construction of the Project, from site preparation, startup through clean-up, including rework, change orders and extensions of the Project, to completion certified in writing by the Owner. Construction of the Project will be undertaken pursuant to a contract between the Owner and the Contractor pursuant to contract documents executed between the Owner and the Contractor (hereinafter, the "Contract").

5.2 The Owner will implement this Article by including appropriate, binding provisions in the Contract establishing execution of and compliance with this CWA as conditions of the job award and construction of the Project.

ARTICLE 6 COVERED WORK AND SERVICES

6.1 This CWA shall apply to all activities engaged in or performed at the direction of the Contractor pursuant to the Contract, and by subcontractors awarded contracts to

TEMPLATE

perform work on the Project (hereinafter, "Covered Work"). Covered work shall include all construction work traditionally performed by workers represented by the Council or members of the Council, including site preparation, dedicated off site lay down yard, storage yard work, supply and delivery of concrete, and surveying. The site of construction is defined as _____ (hereinafter, the "Work Site") and shall refer to all locations at which the Contractor or subcontractors perform Covered Work.

ARTICLE 7 EXCLUDED WORK AND SERVICES

7.1 The following work is excluded from the scope of this CWA:

- a. Non-manual work
- b. Work performed by contractors, subcontractors and employees employed by the Owner.
- c. Any work performed on or near, or leading to or into the Project Site by State, County, City or other governmental bodies, their contractors, or by public or private utilities or their contractors.
- d. On and off-site maintenance of leased equipment and on-site supervision of such work.
- e. Warranty work, and the onsite supervision of such work;
- f. Startup, commissioning, specialty testing or inspections done by the Owner, Contractor or Subcontractors, unless such work is traditionally performed by employees represented by the Council or its members, in which case it is not excluded;
- g. Off-site manufacture of materials, equipment, or machinery; the repair, maintenance, assembly, painting, handling or fabrication of components; or, work involved in deliveries to and from the Work Site, unless such work is traditionally performed by employees represented by the Council or its members; however, all Contractor or subcontractor direct purchased interconnecting pipe that may be prefabricated for field installation shall be procured from an employer signatory to a local or national agreement with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.
- h. Furniture, fixture and equipment installation and other work performed after the Contractor and Subcontractors have completed construction work and or after the Contract completion date.

TEMPLATE

- i. Any work within the historic jurisdiction of the Outside Construction Branch of the International Brotherhood of Electrical Workers Local Union 1547.

ARTICLE 8 COMPLIANCE WITH AGREEMENT

8.1 All Covered Work will be contracted only to the Contractor and those subcontractors who agree to become and remain signatory to this CWA for the duration of the Project. The Contractor and all subcontractors shall fulfill this commitment by executing a Letter of Assent (Attachment 1) prior to commencing Covered Work. A signed copy of the Letter of Assent shall be transmitted immediately upon execution to the President of the Council as condition of the dispatch of employees to the Work Site. The Contractor shall monitor and enforce compliance with this CWA by all subcontractors. The Council shall monitor compliance with this CWA of its member organizations.

8.2 Any audit rights contained in any local CBAs shall be limited to the audit of the Contractor's or subcontractor's payroll records for non-exempt personnel assigned to this Project only.

ARTICLE 9 MANAGEMENT RIGHTS

9.1 The Contractor and the Contractor's subcontractors shall have full authority to manage their business operations, including but not limited to the authority to determine the number of workers and craft supervisory personnel, and their qualifications. The Contractor and its subcontractors also shall have full authority to direct the work force, hire, promote, transfer, lay-off, discipline or discharge for just cause, select foremen and general foremen, assign and schedule work, including overtime work and determine when it will be worked and the number and identity of employees to be engaged in such work. Project work rules are subject to the review by the Project Administrative Committee (hereinafter, the "PAC") as described in Article 13.

9.2 There shall be no limitation or restriction on the Owner's, Contractor's or subcontractor's choice of materials or design; or, regardless of source or location, on the full use, installation and utilization of equipment, machinery, package units, pre-casts, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor saving device. However, all Contractor or subcontractor direct purchased interconnecting pipe that may be prefabricated for field installation shall be procured from an employer signatory to a local or national agreement with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.

9.3 The on-site installation or application of such items shall be performed by employees represented by members of the Council, or labor organizations signatory to this CWA, if such employees traditionally perform such work; provided that other

TEMPLATE

personnel having special talents or qualifications may participate in the installation, check-off or testing of specialized or unusual equipment. Pickups and flatbeds are tools of the construction trade and will be operated by qualified journeymen and/or apprentices.

If there is any disagreement between the Contractor, a subcontractor and the Council or a labor organization signatory to this CWA concerning the manner of installation, check-off or testing of such equipment, the work shall proceed as directed by the Contractor, or subcontractor and the labor organization shall have the right to dispute the matter and have it resolved in accordance with Article 22 of this CWA.

9.4 The rights of management enumerated in this Article are limited only by the Contract and the terms of this CWA.

ARTICLE 10 REPRESENTATION OF EMPLOYEES

10.1 The Owner, Contractor and all subcontractors agree to recognize the Council and the labor organizations signatory to this CWA as the sole and exclusive bargaining representatives of all employees performing Covered Work on the Project with respect to wages or rates of pay, benefits, hours of work and other terms and conditions of employment.

10.2 Each labor organization signatory to this CWA shall be entitled to designate one (1) official representative and one (1) official alternate (hereinafter, "Employee Representatives") as primary points of contact. It is understood that, depending upon the availability of these individuals, or the unique nature of a problem or dispute, other Employee Representatives may be designated on a short term basis. Written notice of the designation of Employee Representatives (Attachment 4) shall be provided to the appropriate Contractor or subcontractor. Employee Representatives shall fully comply with the visitor, safety and security rules established for the Project.

10.3 The Contractor or subcontractor shall provide the Council or the appropriate labor organization with written notification of its chain of command for resolving issues or workplace disputes.

10.4 Employee Representatives shall be given fair and reasonable access to the Work Site to investigate and resolve alleged violations of this CWA. Employees performing Covered Work shall be permitted to consult and confer privately with their Employee Representatives. Employee Representatives shall work cooperatively with the Contractor's or subcontractor's representatives to prevent the escalation of Work Site problems and to resolve them at the lowest possible level.

10.5 Each labor organization signatory to this CWA also shall have the right to designate at least one (1) working journeyman as Steward. Written notice of the designation shall be provided to the appropriate Contractor or subcontractor. The

TEMPLATE

Steward shall be recognized as the labor organization's Work Site employee representative. One (1) Steward also may be designated for each shift, should multiple shifts be utilized. Stewards shall be permitted on the Work Site at all times. A Steward's activities may not unreasonably interfere with the Steward's work for the Contractor or its subcontractors, or the work of other employees.

10.6 All Stewards shall be qualified workers assigned to a crew. Under no circumstances shall there be a non-working Steward on the Project.

10.7 The Steward shall be paid at the applicable prevailing wage rate for the job classification in which he is employed. The Steward shall be given the option of working all reasonable overtime within his craft and shift providing he is qualified to perform the task assigned. Stewards shall remain on the job as long as there is work within the craft for which he/she is qualified, willing and able to perform.

10.8 The Contractor shall notify the appropriate labor organization in reasonable advance of disciplining or discharging a Steward for just cause and as soon as possible after it becomes known to the Contractor that a Steward has voluntarily quit. In the case of a bona fide reduction in force, forty-eight (48) hours prior written notice shall be given the appropriate labor organization prior to the lay-off of a Steward. The Steward shall be laid off last in his classification and shall not be subjected to discrimination or discharge on account of providing employee representation.

ARTICLE 11 COST OF REPRESENTATION

11.1 In exchange for representation while employed on the Project, all employees performing Covered Work shall have two options. 1) They may, as a condition of employment on the Project, apply for, become members of and maintain membership in the appropriate labor organization signatory to this CWA. Or 2) Fee payment alternatives to membership are available to Project employees upon request. Employees must elect and satisfy the signatory labor organization's membership or alternate fee payment requirements within fourteen (14) calendar days following the beginning of their employment or the effective date of this Agreement, whichever is later. Failure to do so shall subject the employee to discharge at the request of the Council or the appropriate labor organization.

11.2 All requests to discharge an employee for failure to obtain and maintain membership or pay non-membership representation fees shall be submitted to the Contractor or subcontractor in writing. The Contractor or subcontractors will, upon receipt of such request and confirmation in writing that reasonable notice to and an opportunity for the employee to cure the delinquency was provided; terminate the employee's employment on the Project. The labor organization involved agrees to indemnify, defend and hold harmless any charge or lawsuit made or brought against the Contractor or subcontractor as a result of the Contractor's or subcontractor's compliance with this section.

TEMPLATE

11.3 The Employer and subcontractors will deduct working membership dues, assessments and non-membership fees in the amount designated by the applicable labor organization, provided the employee has executed and provided the Contractor or subcontractor with a written assignment authorizing the deduction. It is understood and agreed that the Contractor or subcontractor assumes no liability in connection with dues or fee collection, except for ordinary diligence and care in transmittal of the monies to the appropriate labor organization. The Contractor or subcontractor will remit to the appropriate labor organization, the dues deducted on or before the fifteenth (15th) day of each month following the month of accrual.

ARTICLE 12 PRE-JOB COOPERATION

12.1 The Contractor, subcontractors of all tiers, and the Council shall participate in a Pre-Job conference to be held within thirty (30) days after the award date, but not later than two (2) weeks prior to the commencement of Covered Work, and on an as needed basis for projects with multiple phases or start dates.

12.2 The Pre-Job conference shall be arranged by the CWA Administrator pursuant to Article 13. Information about the scope of work and specific and detailed craft assignments will be presented by the Contractor or subcontractor so that all Parties can review proposed work assignments prior to the start of construction. The Contractor and subcontractors shall present all information available regarding the start date and duration of the Project, estimated peak employment periods, and any other information necessary to help ensure a successful, dispute free Project.

12.3 Each Subcontractor shall submit a Pre-Job package addressing the matters described in Sections 12.2 and 12.4, to the Contractor for distribution to the Council in reasonable advance of the Pre-Job conference. The Pre-Job package shall include the signed Letter of Assent (Attachment 1), and if applicable, a Core Employee list (Attachment 3) together with supporting documentation pursuant to Article 15.8.

12.4 If the Contractor or any subcontractors at any tier fails to attend the Pre-Job conference prior to the commencement of Covered Work, or to submit the required materials, it shall be considered a violation of this CWA. The Council or signatory labor organization shall immediately notify the Contractor or Owner, as appropriate, of the violation. The Owner shall require the Contractor or subcontractor to take corrective action regarding this matter immediately. No Party shall commence Covered Work until the obligations set forth in this Article are satisfied. If the Contractor is the offending Party, the matter will be resolved by the PAC pursuant to Article 13, upon submission of a written complaint (Attachment 5) to the CWA Administrator.

TEMPLATE

ARTICLE 13 PROJECT ADMINISTRATIVE COMMITTEE (PAC)

13.1 The parties to this CWA recognize the necessity of cooperation, the prevention and elimination of disputes, misunderstandings or unfair practices on the part of any party that may arise after award of the Contract or subcontract, or during construction of the Project.

13.2 A Project Administrative Committee (PAC) shall be established consisting of regular members, as follows:

- a. One (1) Contractor representative who shall be appointed by the Contractor and who shall have the authority to speak for and make decisions on the Contractor's behalf

Contractor Representative shall be: _____

- b. The President of the Council shall preside as the PAC Representative, and have the authority to speak for and make decisions on behalf of the Council after consultation with the appropriate signatory labor organization(s) as necessary.

Council Representative shall be: _____

- c. One (1) CWA Administrator representing the Owner who shall be appointed by the Owner and who shall have the authority to make decisions on the Owner's behalf. The Owner through the CWA Administrator, or Designee, shall initiate and participate in all proceedings of the PAC as a party in interest. The CWA Administrator or Designee shall chair all meetings of the PAC.

CWA Administrator shall be: _____

13.3 The PAC will be tasked with monitoring and addressing Project wide issues and disputes such as; Project policies and work rules; Project safety; compliance with hiring requirements, apprenticeship utilization; job progress; job interruptions; core employee hire and other significant issues as may affect the Project. Furthermore, the PAC shall track the implementation of apprenticeship, military, minority and other hiring preferences and report progress to the Owner. The PAC also shall be generally empowered to resolve alleged violations of this CWA that could have the effect of seriously impeding progress on the Project. The PAC's dispute resolution process does not supersede, nor is it a substitute for the grievance process. Complaints involving alleged violations of local CBAs shall be resolved in accordance with the grievance process set forth in Article 21.

13.4 A Party or Parties may submit a dispute to the PAC for resolution, by providing a written copy of the Party's complaint to the CWA Administrator and all affected Parties. The CWA Administrator shall call a meeting to address any such complaint promptly

TEMPLATE

upon receipt of it. One (1) representative of the Contractor, one (1) representative of each subcontractor(s) involved in the complaint, one (1) representative of the Council, and one (1) representative of each labor organization(s) involved in the complaint will be permitted to attend and participate in the complaint's resolution. Affected parties will be given an opportunity to present facts and witness testimony relevant to the complaint in accordance with general standards of due process. Proceedings of the PAC shall be informal and strict application of the rules of evidence shall not be required. If resolution of the complaint by mutual agreement of the Parties is not possible, the PAC shall decide the matter by open ballot, majority vote.

13.5 No decision or resolution reached by the PAC shall supersede, alter, modify, amend, add to or subtract from this CWA, or any local CBA except as the latter is modified or superseded by this CWA. The PAC's resolution of a complaint shall be reduced to writing and shall be signed by all the Parties. Decisions of the PAC shall be final and shall not be subject to appeal.

13.6 The PAC shall meet as required, but not less than once each month, to review the overall operation of the CWA on the Project. In the case of emergencies, the PAC shall be convened by the CWA Administrator, within forty-eight (48) hours of a written request submitted by any Party. All Parties acknowledge the importance of attendance and active support of the PAC and shall participate in meetings of the PAC as one of their responsibilities on the Project.

13.7 To promote day to day Work Site continuity, cooperation and information exchange, the Contractor and Council shall have Labor Management meetings monthly. The Contractor will also require the participation of all subcontractors who are working, or soon to be working on the Project. At these monthly Labor Management meetings, the topics of discussion will include: job status, schedule updates, future work assignments, letter of assents, worker needs, and any other issue or concern that will help achieve a harmonious work site.

ARTICLE 14 CONTINUITY OF OPERATIONS

14.1 During the term of this CWA there shall be no work interruptions or disruptive activity engaged in for any reason, in any form by the Contractor, subcontractors, the Council, its signatory labor organizations, or by any employee employed on the Project. The Parties shall take all reasonable and necessary steps to prevent work interruptions or disruptive activity, and should such activity take place, to expeditiously terminate it.

14.2 There shall be no lockout of employees by the Contractor or subcontractors. In the event of action in violation of this Article, the Contractor may suspend all or any affected portion of the Work.

TEMPLATE

14.3 Any employee who participates in or encourages behavior that interferes with the performance of Covered Work may be subject to disciplinary action, up to and including discharge.

14.4 The CWA Administrator may, by written Order, require immediate cessation of any alleged violation of this Article. Failure to comply with a cessation Order shall subject the violating party to reasonable penalties imposed by the PAC. The CWA Administrator shall convene the PAC promptly to address the alleged violation. The PAC may issue an award imposing penalties against the party found responsible for causing or failing to remedy the work disruption, or damages in favor of the party caused to suffer as a result. Penalties and damages shall be capped at \$10,000/day. An award of damages or the imposition of penalties by the PAC shall not be subject to appeal, but may be enforced in any court of competent jurisdiction. Any rights created by statute or law inconsistent with the above procedure, or which interfere with compliance with any order, or award of the PAC, are waived by the Parties. However, neither the Council nor the Contractor, the Council's member organizations nor the Contractor's subcontractors, shall be held liable for unauthorized acts in violation of this Article committed by employees over whom the Contractor or Council has or had no reasonable control.

ARTICLE 15 HIRING PROCEDURES

15.1 The Contractor and subcontractors agree to comply with and exclusively use the appropriate signatory labor organization's referral system. All referral systems will be operated by the signatory labor organizations in a nondiscriminatory manner, in full compliance with federal, state, and local laws. Registration on out of work lists, or job referrals shall not be affected positively or negatively by membership or non-membership in a labor organization.

15.2 By Contractor or subcontractor request, the appropriate signatory labor organization shall, to the greatest extent possible, prioritize the dispatch of applicants who are residents of the communities surrounding Project Work Sites. At the request of the Contractor or subcontractor, the appropriate signatory labor organization also shall, to the greatest extent possible, prioritize the dispatch of applicants falling within the focus categories set forth in the Preamble.

15.3 The Contractor may reject any applicant referred by a signatory labor organization for any lawful, nondiscriminatory reason, in accordance with the applicable labor organization's hiring hall rules and regulations. A written explanation shall be provided to the affected labor organization within forty-eight (48) hours of the rejection.

15.4 In the event any signatory labor organizations is unable to fill a request for referrals within forty-eight (48) hours after the request is made by the Contractor or a subcontractor (with the exception of Saturdays, Sundays, and holidays), the Contractor or subcontractor may employ applicants from any other available source. The

TEMPLATE

Contractor shall provide the appropriate labor organization with the name, address and phone number, or other viable contact information, in writing, for every applicant hired from other sources, and shall refer such applicants to the appropriate labor organization for dispatch to the Project. All successful applicants, whether referred by a signatory labor organization, or by another source, shall satisfy their financial obligations under Article 11.

15.5 To ensure that all subcontractors have an opportunity to employ their core ("Core") employees on the Project, the Parties agree that in those situations where the successful Contractor or subcontractor is not a party to a current collective bargaining agreement with the affected signatory labor organization, the Contractor, or subcontractor, may request by name Core employees in accordance with the affected signatory labor organization's hiring hall rules. At the time of signing the letter of assent a list of all Core employees and classifications must be submitted (Attachment 3). All subsequent referrals will be made by the labor organization's hiring hall.

15.6 In order to be eligible to request a Core employee by name, the Contractor first must, at the request of the appropriate signatory labor organization, demonstrate that the person possesses the following qualifications. Applicants, who cannot satisfy the following qualifications, will not be eligible for dispatch as Core employees:

- a. Holds all licenses required by state or federal law for the Covered Work to be performed;
- b. Has worked a total of at least one thousand (1,000) hours in the construction craft performing the Covered Work to be performed, during the prior three (3) years;
- c. Was on the Contractor's or subcontractor's active payroll for at least sixty (60) out of the one hundred eighty (180) calendar days prior to execution of the Contract; and
- d. Has the demonstrable ability to safely perform the essential functions of the job.

15.7 Complaints that the Core employee provisions of this Article have been violated shall be submitted in writing to the CWA Administrator and resolved by the PAC on an expedited basis. Any Contractor or subcontractors that attempt to or that are found to have circumvented the Core employee hiring provisions of this Article by misclassifying any of its employees as supervisors or foremen, or in any other way, shall, by Order of the PAC, forfeit their right to employ Core employees for the remaining duration of the Project.

TEMPLATE

ARTICLE 16 APPRENTICESHIP AND TRAINING

16.1 The Parties recognize the need for meaningful, continuing support of bona fide apprenticeship programs. Such programs enable community members to enter the labor market qualified to earn a family wage on a construction job. They insure that a diverse, well-trained workforce essential to the economic and social vitality of Alaska and in particular, the communities surrounding the Work Site, is cultivated on an ongoing basis. The signatory labor organizations agree to support and to enhance existing apprenticeship programs to provide training and job opportunities to young people and unskilled adults. The Contractors will employ apprentices to perform work customarily performed by the craft in which they are registered, within the capability of the apprentice.

16.2 Apprentices shall be utilized in accordance with the local agreement of each labor organization signatory to this CWA. Apprentices shall be indentured in bona fide training programs approved by the United States Department of Labor, Office of Apprenticeship Training, Employer Labor Services (formerly the Bureau of Apprenticeship & Training).

16.3 The Contractor shall ensure that no less than fifteen (15%) percent of the total Contract labor hours utilized, per craft, on the Project are worked by registered Apprentices.

16.4 The Contractor and each subcontractor shall estimate the total contract labor hours to be worked on the construction contract awarded to it and shall establish the anticipated apprenticeship participation by craft and hours. The Contractor shall submit a monthly report for itself and all subcontractors to the CWA Administrator identifying the number of apprentices and journey workers used by craft and trade at each tier and level of work. The CWA Administrator shall determine whether the Contractor or subcontractor is in compliance with the provisions of this Article.

16.5 Funding for Apprenticeship and training shall be through hourly contributions to each respective Union's Joint Apprenticeship Training Committee (JATC) programs. Those contributions shall be in accordance with the appropriate Signatory Labor Organization's Schedule "A".

ARTICLE 17 PREFERRED ENTRY APPRENTICESHIP

17.1 The Parties agree to construct and expand pathways to livable wage jobs and careers in the construction industry for community residents through collaborative workforce development systems and bona fide apprenticeship programs maintained by the Council and its member organizations.

TEMPLATE

17.2 Preferred Entry programs will be utilized in an attempt to identify qualified individuals such as: military veterans, members of the National Guard or reservists, minorities, women, economically or otherwise disadvantaged members of the community, or individuals facing reentry after a period of incarceration, for preferred entrance into the regular apprenticeship programs maintained that have been or will be created by the labor organizations signatory to this CWA.

17.3 Identification, selection and mentorship of qualified applicants to be accepted into apprenticeship programs will be the sole responsibility of the Joint Apprenticeship Training Committee (JATC) of each bona fide Apprenticeship and Training program.

ARTICLE 18 HELMETS TO HARDHATS

18.1 The Contractor, subcontractors, the Council and its member organizations have committed to facilitating entry into the building and construction trades of veterans, members of the National Guard and reservists who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program and other appropriate veteran's programs, to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, and other needs identified by the Parties.

18.2 The Contractor and subcontractors and the labor organizations signatory to this CWA agree to coordinate with the Center and other appropriate veteran referral sources, to create and maintain an integrated database of veterans interested in working on the Project.

18.3 The labor organizations signatory to this CWA shall to the extent permitted by law, make reasonable, appropriate adjustments to their hiring hall rules and regulations to give credit to applicants covered by this Article, for bona fide, provable past work experience.

ARTICLE 19 SOCIALY AND ECONOMICALLY DISADVANTAGED COMMUNITY MEMBERS

19.1 Employment opportunities shall be provided to eligible at-risk individuals, such as; minorities, women, military veterans, members of the National Guard or reservists, and those who experience a barrier to gaining employment due to their personal backgrounds. Those may include, socially and economically disadvantaged members of the community and individuals facing reentry into the community after leaving a State of Alaska correctional facility or incarceration.

TEMPLATE

ARTICLE 20 DRUG AND ALCOHOL FREE WORKPLACE

20.1 The Contractor shall implement a fair and equitably administrated Drug Free Workplace Policy and Program (hereinafter, the "Policy") for the duration of this CWA. The Policy will be administered in accordance with the provisions of its ALCOHOL AND DRUG POLICY which shall be included as an Exhibit 1 to this CWA. All drug and alcohol testing procedures must be administered by an independent third party agency approved in advance by the CWA Administrator. The CWA Administrator has the right and authority to conduct an audit of the administration of the drug and alcohol testing procedures being implemented by the Contractor, upon request of any Party to this CWA.

20.2 Consistent with the Owner's goals as forth in this CWA, persons with a history of alcohol or drug abuse shall not be denied employment on the Project so long as they can demonstrate their present ability to satisfy the requirements of the Drug Free Workplace Policy and Program applicable to the Project.

ARTICLE 21 STANDARDIZED GRIEVANCE PROCEDURE

21.1 This CWA is intended to provide close cooperation between labor and management, the Contractor, subcontractors and signatory labor organizations with respect to the day to day performance of Covered Work. Alleged violations of any local CBA or this CWA, governing the performance of Covered Work by employees represented by a signatory labor organization, shall be resolved as follows.

- a. **Step 1.** When any employee subject to the provisions of this CWA feels he or she has been adversely affected by a violation of any local CBA or this CWA, they shall, through their local Business Representative or job steward, give notice to the appropriate Contractor or subcontractor representative of the grievance. Notice shall be given within seven (7) calendar days after the employee become or should have become aware of the violation. The labor organization's representative or job steward and the Contractor's representative shall meet and endeavor to adjust the matter within three (3) calendar days after timely notice has been given. The representative of the Contractor shall respond to the Business Representative in writing at the conclusion of the meeting but not later than two (2) calendar days thereafter. If the Party's representatives fail to resolve the matter within the prescribed period, the grieving party may, within two (2) calendar days thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth all relevant information, including a short description of the grievance the date on which the grievance occurred, and the provision(s) of the CWA alleged to have been violated.
- b. Should a Party have a dispute with another Party they shall meet promptly to resolve it. If a settlement is not reached within three (3) calendar days of the

TEMPLATE

meeting, the dispute may be reduced to writing and submitted at Step 2, in the same manner as outlined for the adjustment of an employee grievance.

- c. **Step 2.** The Business Representative of the signatory labor organization or designee and the Contractor or subcontractor's representative, or designees shall meet within seven (7) calendar days after referral of a dispute to Step 2, to arrive at a satisfactory settlement. If the Parties' representatives 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.
- d. **Step 3.** If the grievance has been submitted but not adjusted at Step 2, either Party may within seven (7) calendar days thereafter, request in writing, that the grievance be submitted to a mutually acceptable Arbitrator. Alaskan arbitrators shall be utilized to the greatest extent possible. If an Arbitrator cannot be selected by mutual agreement, the selection shall be made by the PAC. The decision of the Arbitrator shall be final and binding on all Parties. The fee and expenses of Arbitration shall be borne equally by the Contractor or subcontractor and the labor organizations involved in the grievance regardless of the outcome.
- e. Failure of a Party to adhere to the time limits established herein shall be deemed a default and shall resolve the grievance in favor of the non-defaulting party. The time limits established herein may be extended only by written consent of the Parties involved. The Arbitrator shall have the authority to make decisions only on the issues presented, and shall not have authority to change, amend, add to or detract from any of the provisions of the local CBA or this CWA.

ARTICLE 22 ASSIGNMENT OF WORK

22.1 Cooperation among all parties to the CWA is critical to the successful construction of the Project and requires the prompt resolution of work assignment disputes. If there is a dispute over a work assignment on the Project, representatives of the signatory labor organizations claiming the work first shall meet with the Council President, or designee, to resolve the issue on an expedited basis. If a resolution to the dispute cannot be reached, the signatory labor organizations claiming the work then shall notify the CWA Administrator and send the dispute to The Plan (Attachment 2) for the Settlement of Jurisdictional Disputes in the Construction Industry, (hereinafter, "The Plan") or any successor Plan. Decisions rendered by The Plan shall be final, binding and conclusive on the Parties to this CWA. Written notification and a copy of the decision shall be provided to the Contractor or subcontractor as appropriate. The decision or resolution of a work assignment dispute shall be precedent setting only on the Project.

22.2 All disputes over work assignments shall be resolved without the occurrence of any work interruption or slow down of any nature, and the Contractor's or subcontractor's work assignment shall be adhered to until the dispute is resolved.

TEMPLATE

Individuals violating this section may be subject to discipline up to and including discharge for just cause. Back pay in connection with a work assignment dispute shall not be an available remedy.

ARTICLE 23 WORK RULES

23.1 The Owner or the Contractor(s) may establish reasonable Project Rules, so long as such Rules are not inconsistent with this CWA. Project Rules will be explained at the pre-job conference and posted at the Project Site by the Contractor or appropriate subcontractor. Failure by any employee to observe these rules and regulations may be grounds for discipline, up to and including discharge for just cause.

23.2 Security procedures for control of tools, equipment and materials are solely the responsibility of the Contractor and its subcontractors. Employees having any company property or property of another employee in their possession without authorization may be subject to discipline, up to and including discharge for just cause. The Contractor or subcontractor will be responsible for the establishment of reasonable job security measures for the protection of personal company and client property on the Work Site

ARTICLE 24 SAFETY, HEALTH AND SANITATION

24.1 Employees shall be provided with a safe, drug and alcohol free environment in which to work. All employees performing Covered Work on the Project shall be covered by a properly classified Alaska Workers' Compensation Policy. All required safety equipment shall be provided by the Contractor or subcontractors at no cost to employees.

24.2 The Contractor, subcontractors and employees performing Covered Work on the Project shall comply with all applicable provisions of local, state and federal laws, rules and regulations, relating to job safety and safe work practices (hereinafter, "Safety Rules"). Safety meetings will be scheduled and conducted weekly by the Contractor or subcontractor as appropriate, to discuss safety on the Project and to insure adequate awareness and understanding of the manner of implementation and the application of all Safety Rules.

24.3 All employees shall be required to use appropriate, personal, protective equipment as is or may be prescribed by state or federal safety and health standards or by the Contractor. Adequate training shall be provided to all Project employees to ensure proper utilization of such equipment. Failure of employees to use such equipment properly may be grounds for disciplinary action, up to and including dismissal.

24.4 No employee shall be required to work under conditions or circumstances which place the employee in imminent danger of physical harm or injury, except that the

TEMPLATE

employee may not make any such claim, or refuse to perform Covered Work as a pretext for refusing to carry out a work assignment.

24.5 The Contractor or subcontractor may shut down a job, or a portion thereof, if in the Contractor's or subcontractor's judgment, an emergency situation arises which could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked or for standby time if standby is required by the Contractor or subcontractor.

24.6 The Contractor and its subcontractors, as appropriate, shall provide a convenient and sanitary supply of drinking water and sanitary drinking cups, adequate sanitary toilet and clean up facilities for the employees, and dry shacks sufficient to accommodate employees during rest and meal breaks, and for storage of employee's personal clothing and equipment.

24.7 Where an unsafe condition is alleged to exist, the affected employee shall first notify his or her immediate supervisor who shall take any necessary corrective action. If the employee's immediate supervisor is not available, the employee may satisfy his duty to report unsafe conditions promptly, by notifying any available Shop Steward or management representative of the Contractor or subcontractor. If the parties fail to resolve any difference or disagreement over the existence of an unsafe condition or the appropriate corrective measures to be taken, the issue shall be referred immediately, for final and binding, resolution to the CWA Administrator and resolved by the PAC pursuant to Article 13.

ARTICLE 25 PROTECTION OF PERSON AND PROPERTY

25.1 Employees shall use diligent care to perform their work in a safe manner and to protect themselves, the environment, and the property of the Employer. Failure to do so may, depending upon the severity of the offense, result in discipline up to and including dismissal. The Employer shall establish, post, and ensure employees are aware of and understand, reasonable visitor, security, and safety rules necessary to achieve this objective.

ARTICLE 26 WAGE SCALES AND FRINGE BENEFITS

26.1 All employees covered by this Agreement shall be classified in accordance with Alaska Statute Title 36, Public Contracts. This shall be applicable to all Contractors and subcontractors.

26.2 The Contractor and all subcontractors shall be required to pay into an appropriate joint labor/management employee benefit trust(s) ("Trust Fund"), regardless of whether they participate in an employer-sponsored benefit plan(s). Contractor and subcontractors shall be required to complete trust documents and submit them to the

TEMPLATE

Trust Fund for each employee and to pay into the Trust Fund as required by that Trust Fund's schedule.

26.3 If any Contractor or subcontractor does not pay into the appropriate Trust Fund, the affected labor organization may provide written notice to the Contractor.

- a. The delinquent subcontractor, and the Contractor by mutual agreement, may identify other agreeable solutions that will assure timely payment to the Trust Fund. If the delinquent amounts are undisputed in whole or in part between the Trust Fund and the delinquent subcontractor, the Contractor shall issue a joint check to the Trust Fund and the subcontractor, in the amount of the undisputed delinquency.

26.4 If the Contractor is the delinquent Party, written notice of the alleged delinquency shall be provided by the affected labor organization to the CWA Administrator, and the delinquency shall be resolved by the PAC pursuant to Article 13.

26.5 Copies of applicable Trust Agreements will be made available upon request of the Contractor or subcontractor.

ARTICLE 27 WORK HOURS AND PAY

27.1 **Workweek and Workday.**

- a. **Regular Workweek and Workday.** The regular workweek shall be five (5) consecutive days falling within Monday through Saturday. Where a single shift is worked, the regular workday shall be eight (8) consecutive hours between 6:00 AM and 6:00 PM; exclusive of a meal period of not less than one-half (1/2) hour. Nothing herein shall preclude the Contractor or subcontractor from scheduling any workday in excess of eight (8) hours or a workweek in excess of forty (40) hours. The Contractor or subcontractor shall determine and establish the work starting times at any time between 6:00 AM and 8:00 AM. All work performed before the regular starting time or after eight (8) consecutive hours shall be paid at the regular overtime rate, except that under conditions beyond the control of the parties to this Agreement (such as concrete paving, concrete pouring, asphalt and road oiling work) or on work requiring special crews, or when the job or weather conditions warrant, the work starting time shall be mutually arranged to fit such conditions without penalty or premium payment. Other starting times, including staggering starting times, may be mutually agreed upon by the Parties without premium pay.
- b. **Four-Ten Hour Workweek (4-10's).** With notification to the employees prior to the end of their workweek, the Contractor or subcontractor may schedule a workweek of four (4) consecutive ten (10) hour workdays between Monday and Saturday within the standard starting times as stated in Section 27.1 at the

TEMPLATE

straight time rate of pay. Any work in excess of ten (10) hours on scheduled workdays shall be paid at the overtime rate of pay, and overtime shall be paid for any hours in excess of forty (40) in any workweek.

- c. **Assembly Point.** The time of each Employee shall start in the morning at the designated Assembly Point, which shall be agreed upon at the pre-job conference. Contractor or subcontractor shall make suitable and prompt transportation available from Assembly point to the job site and back. The time of the Employees shall end at quitting time on the job sites. It is intended that the lapse of time used to transport the Employees from normal quitting time at the job site to Assembly Point shall not exceed the lapse of time from starting time at Assembly Point in the morning to the Job site. In the event that the cumulative round trip travel exceeds one (1) hour, then the employee's time exceeding the one (1) hour will be considered as time worked and compensation will be computed at the applicable rate. The Contractor or subcontractor will utilize Teamsters for all hours worked hauling employees to and from the agreed upon assembly point.

27.2 Meal Period. The Contractor or subcontractor will schedule a meal period of not less than one-half (1/2) hour, or more than one (1) hour's duration at approximately the mid-point of the scheduled shift regardless of such shift duration (8, 10, or 12 hours). The Contractor or subcontractor shall make an earnest effort not to work employees six (6) hours without a meal period. If the Contractor or subcontractor finds it is necessary to work employees beyond six (6) hours without a meal period, the employees shall be allowed a later meal period, and it shall be considered time worked and paid for at the proper overtime rate.

27.3 Overtime.

- a. All work performed in excess of eight (8) consecutive hours (excess of ten (10) hours on a four-ten (4-10) schedule) in any one (1) day or forty (40) hours in any one (1) workweek shall be paid at one and one-half (1-1/2) times the straight time rate of pay. Employees shall be paid in accordance with the appropriate local CBA Agreement for all work performed on Saturdays and Sundays.
- b. When a shift is started at a basic rate or at the appropriate overtime rate applicable on that day, it shall be completed at that rate. There will be no restrictions upon the Employer's scheduling of overtime or the non-discriminatory designation of employees that shall be worked. There will be no pyramiding of overtime.

27.4 Holidays.

- a. All Holidays, with the exception of Labor Day, may be worked. No work may be performed or scheduled on Labor Day unless an emergency situation exists.

TEMPLATE

- b. If Saturday is not a normally scheduled work day, the holiday shall be observed on the preceding Friday. If Sunday is not a normally scheduled work day, the holiday shall be observed on the following Monday.
- c. Employees shall be paid in accordance with the appropriate local CBA Agreement for all work performed on recognized holidays.
- d. Recognized Holidays shall be:
 - New Year's Day (January 1st)
 - Presidents' Day (Third Monday of February)
 - Memorial Day (Last Monday in May)
 - Independence Day (July 4th)
 - Labor Day (First Monday of September)
 - Veteran's Day (November 11th)
 - Thanksgiving Day
 - Christmas Day (December 25th)

27.5 Shift Work.

- a. Shift work may be performed at the option of the Contractor or subcontractor. The Contractor or subcontractor shall have the sole right to establish the starting time and duration of a shift, to designate the craft or crafts performing work on a shift basis on the Project or any portion thereof, and to determine the number of employees required. Any time worked in excess of the regular shift shall be paid for at the normal overtime rate. The meal period provisions of Section 27.2 of this Article shall apply to both shifts.
- b. On two- or three-shift operations, the work starting time for the first shift will not be established earlier than 5:00 AM, unless an earlier starting time is mutually agreed upon. If an earlier starting time is established without such mutual consent, overtime for those hours earlier than 5:00 AM will be paid. When an employee is moved from one shift to another, they shall be allowed a minimum of eight (8) consecutive hours off duty before they are required to begin work on the shift. An employee not having an eight (8) hour break between shifts shall be paid the overtime rate until such time as they receive an eight (8) hour break.
- c. When changing shifts the employee must be permitted to remain on that shift for at least fourteen (14) calendar days, unless this requirement is waived in writing by the employee's Employee Representative.
- d. Employees shall be at their place of work at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the Contractor or subcontractor until quitting time. The parties reaffirm their policy of a fair day's work for a fair day's wage.

TEMPLATE

- e. Scheduling and premium pay for two- or three-shift operations shall be in accordance with the appropriate Signatory Labor Organization's Schedule "A" .
- f. When two (2) or three (3) shifts are regularly established and the first or second shift cannot be worked due to conditions caused by weather, either shift may be worked in accordance with the applicable Signatory Labor Organization's Schedule "A".

27.6 Reporting Pay.

- a. If an employee reports to work for a regular or assigned shift, and weather permitting, is not put to work, shall be paid two (2) hours reporting time and shall remain at the job site for two (2) hours if required by the Contractor or subcontractor.
- b. An employee who starts to work shall be paid for not less than two (2) hours, and if the employee works beyond two (2) hours, the employee shall be paid for actual time worked. It shall be the Contractor or subcontractor's prerogative whether or not to stop work.
- c. No employee covered by this Agreement shall be called to work outside of their regular shift for less than two (2) hours paid for such work at the applicable rate.
- d. Any employee who leaves the job or work location of his or her own volition, quits, or is discharged for cause, shall be paid only for the time worked.

27.7 Payday.

- a. Wages will be paid weekly by check on a designated day during working hours and, in no case, shall more than five (5) days be held back in any one (1) payroll week. It is agreed that included with the check shall be a stub or statement showing hours, deductions, and hourly rates of pay, with the Contractor or subcontractor name and address clearly stated. It is further agreed that the check issued by the Employer on this project shall be bankable or cashable in Anchorage without penalty to the employee.
- b. It is understood and agreed, however, that when an employee is separated employment, wages become due within three (3) days after separation (excluding weekends and holidays). Where complete payroll information is not available and the check issued is less than the total amount due, a check for the balance shall be sent to the office of the appropriate signatory labor organization. Should the Contractor or subcontractor fail to comply with this provision, in whole or part, the employee will be entitled to eight (8) hours pay at the straight time rate of pay for each day full termination pay is delayed (excluding Saturdays, Sundays and holidays). Checks not picked up by the employee shall be delivered to the appropriate signatory labor organization.

TEMPLATE

27.8 Travel and Subsistence. There shall be no travel, daily travel, subsistence, or zone pay required under the provisions of this Agreement, but nothing in this Agreement prohibits the Contractor or subcontractor from providing any of the aforementioned items necessary to employ workers and payment of travel and subsistence is encouraged.

27.9 Employee Access. Employee access to the Work Site by private automobile may be limited to certain roads and/or parking areas. Parking at or near the Work Site (within three (3) city blocks or one thousand (1,000) feet will be provided to employees at no cost. If such parking cannot be provided, transportation between the parking area and the Work Site shall be provided by the Contractor or subcontractor, and employees will be given fifteen (15) minutes of pay each way, or compensation for actual transportation time, whichever is greater. Parking fees shall be reimbursed if employees are required to park in a private lot.

27.10 Foremen and General Foremen.

- a. The selection of craft foremen and general foremen shall be the exclusive responsibility of the Contractor or subcontractor. Foremen and general foremen shall take directions from authorized Representatives of the Contractor or subcontractor.
- b. Craft foremen may be required to perform covered work of the trade.
- c. General foremen may perform incidental work of the trade.
- d. Craft and general foremen shall be paid at the applicable foreman rate.
- e. The number of craft foremen and general foremen shall be in accordance with the applicable local CBA.
- f. All foremen shall have the authority and responsibility to terminate for just cause any employee working under their supervision who fails to satisfactorily, competently and diligently perform his or her assigned duties.

ARTICLE 28 COMPLETE AGREEMENT

28.1 This CWA represents the complete agreement of the Parties. Neither the Contractor nor any subcontractor will be required to sign any other agreement with the Council, or its member labor organizations, as a condition of performing work on the Project. If this CWA is silent on an issue the applicable local CBA will be used to determine the outcome. Where there is a conflict, the terms of this CWA shall supersede the terms of all national, regional, or local CBAs.

TEMPLATE

28.2 Nothing in this CWA shall modify, amend, or supersede any provisions of any other agreement between the Owner, Contractor and its subcontractors, or between the Owner, Contractor, its subcontractors and the Council or individual members of the Council.

ARTICLE 29 GENERAL SAVINGS CLAUSE

29.1 If any article or provision of this Agreement is declared invalid, inoperative or unenforceable by any administrative agency, or court of competent jurisdiction, the remainder of this CWA shall not be affected thereby. Thereafter, any Party may, upon not less than thirty (30) days written notice to the others, have the right to open negotiations for the substitution of a new article or provision consistent with the decision of the board or court and the intent of the invalidated provision.

ENDORSEMENT

The authorized signature by the undersigned commemorates and affirms the approval of this CWA by all Parties and its adoption as a bid specification for contracts pertaining to all Covered Work on the Project.

FOR THE PARTIES:

By:

Municipality of Anchorage

Date

By:

Contractor

Date

By:

Building and Construction Trades Council of
South Central Alaska

Date

By:

Signatory Labor Organizations...

Date

TEMPLATE

By:

Signatory Labor Organizations...

Date

By:

Signatory Labor Organizations...

Date

By:

Signatory Labor Organizations...

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Signatory Labor Organizations...

Date

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Signatory Labor Organizations...

Date

By:

Signatory Labor Organizations...

Date

TEMPLATE

ATTACHMENT 1 - LETTER OF ASSENT

COMMUNITY WORKFORCE AGREEMENT FOR THE

PROJECT

The undersigned, as a Contractor or Sub-contractor on the _____
Project, for and in consideration of the award of a Contract to perform work on said Project, and
in further consideration of the mutual promises made in the Community Workforce Agreement
(CWA), a copy of which was received, reviewed, is understood and acknowledged, hereby:

- a. On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the CWA, together with any and all amendments and supplements, such as individual signatory labor organization's Schedule A's, now existing or that are later made thereto, and understands that any act of non-compliance with all such terms and conditions, will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.
- b. Certifies that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of said CWA.
- c. Agrees to secure from any subcontractor, of any tier (as defined in the CWA), a duly executed Letter of Assent in form identical to this document prior to commencement of any Covered Work.

Dated: _____

(Name of Contractor/Company)

(Signature of Authorized Representative)

(Print Name and Title)

(Phone Number)

(Billing Address)

(City, State and Zip Code)

(General Contractor)

(Contract Number)

TEMPLATE

ATTACHMENT 2 - "THE PLAN"

FOR SETTLEMENT OF JURISDICTIONAL DISPUTES IN THE CONSTRUCTION INDUSTRY

The Building and Construction Trades Department, AFL-CIO, on behalf of its fifteen affiliated National and International Unions and their Local Unions, have joined with five employer associations;

1. To establish the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan). The jurisdictional disputes procedure has been in effect since 1984 and replaced such predecessor plans as the Impartial Jurisdictional Disputes Board and the National Joint Board. The Building and Construction Trades Department's Constitution requires all jurisdictional disputes between crafts to be settled pursuant to the Plan. As the Plan is a voluntary dispute resolution mechanism, however, a case will not be processed unless the employer agrees to be bound to the Plan.
2. When a jurisdictional dispute arises, the National or International unions have five days to resolve the matter. Anytime within the five day period, the involved National or International Unions or the contractor responsible for making the assignment may request the matter be arbitrated. The parties then have three days to select an arbitrator from a permanent panel of arbitrators knowledgeable in the construction industry. Once selected, the arbitrator must hold the hearing within seven days. The arbitrator issues a decision within three days of the close of the hearing.
3. The arbitrator may not award back pay or damages for miss-assignment of work nor may any party bring an independent action for damages based on the arbitrator's award. The losing party pays the fees and expenses of the arbitrator. The arbitrator's decision is final and binding. There is no appeal procedure.

The Plan prohibits work stoppages, slowdowns, NLRB and court actions, and grievances under a collective bargaining agreement where the issue involves a jurisdictional dispute or assignment of work by a stipulated contractor. If a union engages in such activity, the Plan provides for expedited arbitration to resolve the matter. Upon notice by the contractor of an impediment to job progress, the Administrator informs the appropriate General President. If the General President is unable to stop the impediment, the Administrator selects an arbitrator to hold a hearing within 24 hours. The sole issues at the hearing are whether there has been an impediment to job progress. The arbitrator must issue a decision within three hours after the close of the hearing. If court enforcement of arbitrator's decision is necessary, the Administrator is authorized to file a court action to enforce the decision.

TEMPLATE

1. Mechanical Contractors Association, National Constructors Association, National Electrical Contractors Association, National Erectors Association, and Sheet Metal and Air Conditioning Contractors National Association.
2. An employer may stipulate to the Plan by the terms of a collective bargaining agreement, signing a separate form, or by membership in an employers' association which binds its members to the Plan.
3. The criteria utilized by Plan arbitrators in rendering decisions are: 1) whether a previous decision or agreement of record between the parties to the dispute governs; 2) if not, whether there is an applicable agreement between the crafts governing the case; and 3) if not, the arbitrator then considers the established trade practice and prevailing practice in the locality. In addition, the Plan provides that because efficiency, cost or continuity and good management are essential to the well-being of the industry, the arbitrator shall not ignore the interest of the consumer or the past practice of the employer.

A third type of dispute processed under the Plan involves changes in original assignment. Under the Plan, a contractor may not change an assignment of work from one craft to another unless directed by a Plan arbitrator or there is agreement between the crafts involved. The Administrator decides all original assignment questions. The sole issue is whether there has been a change in assignment, not whether the assignment was correct. Any party may appeal an original assignment determination of the Administrator to a Plan arbitrator.

TEMPLATE

ATTACHMENT 3 – CORE EMPLOYEE ROSTER

COMMUNITY WORKFORCE AGREEMENT FOR THE

_____ PROJECT

Contractor Name: _____

Per Article 15, and in accordance with the qualifications listed in Section 15.7, the following shall be considered our Core employees for this project:

	Name	Classification
1)	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____
6)	_____	_____
7)	_____	_____
8)	_____	_____
9)	_____	_____
10)	_____	_____

Submitted By:

Signatory Contractor

Date

Pg _____ of _____

TEMPLATE

ATTACHMENT 4 – EMPLOYEE REPRESENTATIVES

COMMUNITY WORKFORCE AGREEMENT FOR THE

PROJECT

Per Section 10.2, the following are the designated Employee Representatives:

Labor Organization: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Primary Representative: _____

Cell Phone: _____ Office Phone: _____

Email Address: _____

Alternate Representative: _____

Cell Phone: _____ Office Phone: _____

Email Address: _____

By:

Signatory Labor Organization

Date

TEMPLATE

ATTACHMENT 5 – PAC DISPUTE

COMMUNITY WORKFORCE AGREEMENT FOR THE

PROJECT

CWA Administrator: _____

Party/Parties Filing Dispute: _____

Point of Contact: _____ Phone: _____

Date of Occurrence: _____

Statement of Dispute: _____

CWA Articles or sections that Apply: _____

Recommended Remedy: _____

By:

Signatory

Date