

**TEMPLATE**

# **Community Workforce Agreement**

for the

\_\_\_\_\_ **(Project name)**

# TEMPLATE

## Table of Contents

PREAMBLE .....	3
ARTICLE 1 PRODUCTIVITY .....	3
ARTICLE 2 FAIR CONTRACTING OPPORTUNITIES .....	4
ARTICLE 3 THE PARTIES .....	4
ARTICLE 4 TERM OF AGREEMENT.....	4
ARTICLE 5 CONSTRUCTION OF THE PROJECT .....	5
ARTICLE 6 COVERED WORK AND SERVICES .....	5
ARTICLE 7 EXCLUDED WORK AND SERVICES.....	6
ARTICLE 8 COMPLIANCE WITH AGREEMENT .....	7
ARTICLE 9 MANAGEMENT RIGHTS .....	7
ARTICLE 10 REPRESENTATION OF EMPLOYEES.....	8
ARTICLE 11 PRE-JOB COOPERATION.....	10
ARTICLE 12 PROJECT ADMINISTRATIVE COMMITTEE (PAC).....	10
ARTICLE 13 CONTINUITY OF OPERATIONS .....	12
ARTICLE 14 HIRING PROCEDURES .....	12
ARTICLE 15 APPRENTICESHIP AND TRAINING .....	14
ARTICLE 16 PREFERRED ENTRY APPRENTICESHIP .....	15
ARTICLE 17 MILITARY VETERANS, MEMBERS OF THE NATIONAL GUARD, AND RESERVISTS.....	15
ARTICLE 18 SOCIALLY AND ECONOMICALLY DISADVANTAGED COMMUNITY MEMBERS .....	16
ARTICLE 19 DRUG AND ALCOHOL-FREE WORKPLACE .....	16
ARTICLE 20 STANDARDIZED GRIEVANCE PROCEDURE.....	16
ARTICLE 21 ASSIGNMENT OF WORK .....	18
ARTICLE 22 WORK RULES .....	18
ARTICLE 23 SAFETY, HEALTH AND SANITATION.....	18
ARTICLE 24 PROTECTION OF PERSON AND PROPERTY .....	20
ARTICLE 25 WAGE SCALES AND FRINGE BENEFITS.....	20
ARTICLE 26 WORK HOURS AND PAY .....	21
ARTICLE 27 COMPLETE AGREEMENT .....	26
ARTICLE 28 GENERAL SAVINGS CLAUSE .....	27
ATTACHMENT 1 - LETTER OF ASSENT .....	30
ATTACHMENT 2 – CORE EMPLOYEE ROSTER.....	31
ATTACHMENT 3 – EMPLOYEE REPRESENTATIVES.....	32
ATTACHMENT 4 – PAC DISPUTE .....	33
ATTACHMENT 5 – ALTERNATIVE BENEFITS REQUEST .....	34

# 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 ensure 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.

# TEMPLATE

## 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.

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").

2.3 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.

## ARTICLE 3 THE PARTIES

3.1 This CWA is entered into by 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.

# TEMPLATE

## 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"). The Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

5.2 The Owner will implement this Article by including appropriate, binding provisions in the Contract and Request for Proposal documents 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 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.

6.2 This CWA applies only to covered work performed on the specific project Work Site listed above. It does not apply to, nor any rights of the parties under this agreement extended to, Contractors or sub-Contractors work on other projects outside the Covered Work of this agreement.

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

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

# TEMPLATE

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

# TEMPLATE

## 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 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.

8.3 Audit rights contained in any collective bargaining agreement with the affected signatory labor organization that predominantly covers work associated with this CWA, 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 12.

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, prefabricated, 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.

# TEMPLATE

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 personnel having special talents or qualifications may participate in the installation, check-off or testing of specialized or unusual equipment.

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 21 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.

9.5 If all crafts involved agree prior to commencing the work, the Contractor or Sub-Contractor may develop a composite crew for the performance of a particular task. So long as the crew consists of the required crafts in such proportions as the respective work being performed, the traditional craft jurisdictional boundaries will be waived by all Signatory Labor Organizations.

## 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 3) 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 and/or subcontractors shall provide the Council or the appropriate labor organization with written notification of its chain of command for resolving issues or workplace disputes.

## TEMPLATE

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 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 all rights specified in the specific labor organization's CBA that covers construction work.

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.

10.9 If elected by the employee, 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.

# TEMPLATE

## ARTICLE 11 PRE-JOB COOPERATION

11.1 The Contractor, all known 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. Once the remaining subcontractors are selected, they shall participate in a Pre-Job conference with the Contractor and affected signatory labor organization(s) prior to starting their work.

11.2 The Pre-Job conference shall be arranged by the CWA Administrator pursuant to Article 12. 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.

11.3 Each Subcontractor shall submit a Pre-Job package addressing the matters described in Sections 11.2 and 11.4, 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 2) together with supporting documentation pursuant to Article 14.6.

11.4 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 12, upon submission of a written complaint (Attachment 4) to the CWA Administrator.

## ARTICLE 12 PROJECT ADMINISTRATIVE COMMITTEE (PAC)

12.1 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.

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

# TEMPLATE

- 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. The CWA Administrator or Designee shall chair all meetings of the PAC.

CWA Administrator shall be: \_\_\_\_\_

12.3 The PAC shall monitor the progress of the project and be empowered to address 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's dispute resolution process does not supersede, nor is it a substitute for the grievance process. Complaints involving alleged violations of this CWA, or any signatory labor organization's CBA that predominantly covers their work associated with this CWA shall be resolved in accordance with the grievance process set forth in Article 20.

12.4 A Party or Parties may submit a dispute to the PAC for resolution, by providing a written copy of the Party's complaint (Attachment 4) to the CWA Administrator and all affected Parties. The CWA Administrator shall call a meeting to address any such complaint promptly 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.

# TEMPLATE

12.5 No decision or resolution reached by the PAC shall supersede, alter, modify, amend, add to or subtract from this CWA, or any signatory labor organization's CBAs 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.

12.6 The PAC shall meet as needed 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.

12.7 To promote day to day Work Site continuity, cooperation and information exchange, the Contractor and Council shall have Labor Management meetings monthly. The Contractor may also require the participation of any/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 13 CONTINUITY OF OPERATIONS

13.1 During the term of this CWA there shall be no strikes, picketing, work stoppages, slowdowns, or other disruptive activity for any reason by the Council, its signatory labor organizations, or by any employee employed on the Project.

13.2 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.

13.3 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.

## ARTICLE 14 HIRING PROCEDURES

14.1 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 and shall be open to all those who meet the respective crafts requirements.

# TEMPLATE

14.2 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.

14.3 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.

14.4 In the event any signatory labor organizations are unable to fill a request for referrals within forty-eight (48) hours after the request is made by the Contractor or a subcontractor (except for Saturdays, Sundays, and holidays), the Contractor or subcontractor may employ applicants from any other available source. The Contractor or subcontractor 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 in accordance with the signatory labor organization hiring hall rules.

14.5 To ensure that the Contractor and 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 2). All subsequent referrals will be made by the labor organization's hiring hall.

14.6 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. Has the ability to safely perform the essential functions of the job.

# TEMPLATE

14.7 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.

## ARTICLE 15 APPRENTICESHIP AND TRAINING

15.1 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 ensure 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.

15.2 Apprentices shall be utilized in accordance with the signatory labor organization's CBAs that predominantly covers their work associated with 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).

15.3 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.

- a. A good faith effort waiver may be granted for a particular scope of work, if no registered apprentices are available from the labor organization representing the work. The contractor or subcontractor must submit to the PAC documentation from the labor organization stating the lack of apprentices. Once the documentation is reviewed and verified, the PAC administrator shall grant the waiver for the specific scope of work to be excluded.

15.4 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.

# TEMPLATE

15.5 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 16 PREFERRED ENTRY APPRENTICESHIP**

16.1 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.

16.2 Preferred Entry programs will be utilized in an attempt to identify qualified individuals such as: youth, unskilled adults, military veterans, members of the National Guard or reservists, minorities, women, socially/economically or otherwise disadvantaged members of the community, or individuals facing reentry after a period of State of Alaska 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.

16.3 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 17 MILITARY VETERANS, MEMBERS OF THE NATIONAL GUARD, AND RESERVISTS**

17.1 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, for the purposes of this VLA the primary program 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 shall be VIPER.

17.2 The Contractor, 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.

# TEMPLATE

17.3 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 military veterans, members of the National Guard and reservists, for bona fide, provable past work experience.

## **ARTICLE 18 SOCIALY AND ECONOMICALLY DISADVANTAGED COMMUNITY MEMBERS**

18.1 Employment opportunities shall be provided to eligible at-risk individuals, such as youth, unskilled adults, minorities, women, 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.

## **ARTICLE 19 DRUG AND ALCOHOL-FREE WORKPLACE**

19.1 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 positive or inconclusive drug or failed alcohol results must be verified 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.

19.2 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 20 STANDARDIZED GRIEVANCE PROCEDURE**

20.1 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 this CWA or any signatory labor organizations CBA that predominantly covers work associated with this CWA, governing the performance of Covered Work by employees represented by a signatory labor organization, shall be resolved as follows.

# TEMPLATE

- 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 this CWA or any signatory labor organizations CBA that predominantly covers work associated with 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 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 this CWA, or any signatory labor organizations CBA that predominantly covers work associated with this CWA.

# TEMPLATE

## ARTICLE 21 ASSIGNMENT OF WORK

21.1 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 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.

21.2 All disputes over work assignments shall be resolved without the occurrence of any work interruption or slowdown of any nature, and the Contractor's or subcontractor's work assignment shall be adhered to until the dispute is resolved. 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 22 WORK RULES

22.1 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.

22.2 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 23 SAFETY, HEALTH AND SANITATION

23.1 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.

# TEMPLATE

23.2 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 ensure adequate awareness and understanding of the manner of implementation and the application of all Safety Rules.

23.3 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.

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

23.5 The Contractor or subcontractor may shut down a job, or a portion thereof, if in the Contractor's or subcontractor's judgment, an emergency 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.

23.6 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.

23.7 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 12.

# TEMPLATE

## ARTICLE 24 PROTECTION OF PERSON AND PROPERTY

24.1 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 25 WAGE SCALES AND FRINGE BENEFITS

25.1 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.

25.2 Wages and benefits for referenced project shall remain at the levels specified the specific contract documents for twenty-four (24) months from the award date. After twenty-four (24) months, the wage and benefit will increase to the current prevailed rate as published by the Alaska State Statute Title 36.

25.3 The Contractor and all Sub-Contractors shall be required to pay into an appropriate joint labor/management employee benefit trust(s) ("Trust Fund") unless alternative benefit plans are approved by each affected Signatory Labor Organization as outlined Section 25.4 below. Contractor and subcontractors shall be required to complete trust documents and submit them to the Trust Fund for each employee and to pay into the Trust Fund as required by that Trust Fund's schedule.

25.4 **Alternative Benefits.** The Parties recognize the Owner's commitment to provide opportunities on the Project for all Contractors and Sub-Contractors, including those which may not have previously had a relationship with the labor organizations signatory to this CWA. Each labor organization signatory to this CWA agrees to meet and confer with the Contractor or Sub-Contractor to discuss alternative benefits for Pension and/or Health and Welfare to meet the needs of their core employees as defined in Article 15 above. To be eligible, Contractors or Sub-Contractor's must have a qualifying Pension and/or Health and Welfare plan currently covering their core employees as outlined below. If such Contractors or Sub-Contractors do not have a qualifying company Pension and/or Health and Welfare plan, they shall be required to contribute to the appropriate Trust Fund for their core employees. All Contractors and Sub-Contractors are required to pay the prevailed amount into the Training Trust Funds for the appropriate Signatory Labor Organization.

# TEMPLATE

Qualifying Pension and/or Health and Welfare plan shall be one that satisfies the following requirements:

- a. The Contractor's or Sub-Contractor's company Pension and/or Health and Welfare plan must have been in existence for a period of at least one (1) year prior to the Contractor's or Sub-Contractor's bid or proposal submission for work on the Project; and
- b. The employees for whom continued coverage under the Contractor's or Sub-Contractor's plan will be maintained must be qualified core employees as defined above and have been participants in such plans for the six (6) month period prior to their employment on the Project.

If the above requirements are met, the Contractor or Sub-Contractor may request to meet and confer by submitting a written request to the Administrator for each affected signatory labor organization using (Attachment 5).

25.5 If any Contractor or subcontractor does not pay into the appropriate Trust Fund, the affected labor organization's trust administrator shall 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.

25.6 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 12.

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

## ARTICLE 26 WORK HOURS AND PAY

### 26.1 **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

# TEMPLATE

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 paving, 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 26.1 at the 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.

**26.2 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.

## **26.3 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 signatory labor organizations CBA that predominantly covers work associated with this CWA

# TEMPLATE

for all work performed on Saturdays and Sundays. An employee who was absent on their own accord, but work was made available during a regular straight time day, may be compensated at the straight time rate for hours worked on Saturday.

- 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.

## 26.4 Holidays.

- a. All Holidays, except for Labor Day, may be worked. No work may be performed or scheduled on Labor Day unless an emergency exists.
- b. If Saturday is not a normally scheduled workday, the holiday shall be observed on the preceding Friday. If Sunday is not a normally scheduled workday, the holiday shall be observed on the following Monday.
- c. Employees shall be paid in accordance with the appropriate signatory labor organizations CBA that predominantly covers work associated with this CWA 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)

## 26.5 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 more than the regular shift shall be paid for at the normal overtime rate. The meal period provisions of Section 26.2 of this Article shall apply to both shifts.

# TEMPLATE

- 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.
- 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".

## 26.6 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.

# TEMPLATE

## 26.7 Payday.

- a. Wages will be paid weekly by check or direct deposit 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. Each payday the Employee shall be given a check or stub and a statement showing hours, deductions, and hourly rates of pay, with the Contractor or subcontractor name and address clearly stated.
- b. When an employee is separated from 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.

**26.8 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.

**26.9 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 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.

## 26.10 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.

# TEMPLATE

- e. The number of craft foremen and general foremen shall be in accordance with the applicable signatory labor organizations CBA that predominantly covers work associated with this CWA.
- f. All foremen shall have the authority and responsibility to terminate for just cause any employee working under their supervision who fails to perform satisfactorily, competently, and diligently his or her assigned duties.

## ARTICLE 27 COMPLETE AGREEMENT

27.1 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 signatory labor organization's CBA that predominantly covers work associated with this CWA 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 signatory labor organizations CBAs that predominantly covers work associated with this CWA, except for all work performed under the NTD Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of the International Union of Elevator Constructors; and all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians; with the exception of Articles 13, 20, and 21 of this Project Agreement, which shall apply to such work. Nothing in this CWA requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This CWA is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work.

27.2 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.

27.3 The liability of any employer and the liability of the separate unions under this Agreement shall be several and not joint. The unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

# TEMPLATE

## ARTICLE 28 GENERAL SAVINGS CLAUSE

28.1 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 - President

\_\_\_\_\_  
Date

Building and Construction Trades Council of South-Central Alaska - Affected trades:

By:

\_\_\_\_\_  
Bricklayers Local 1  
(206) 248-2456

\_\_\_\_\_  
Date

# TEMPLATE

By:

---

Boilermakers Local 502  
(253) 435-0330

---

Date

By:

---

Cement Masons Local 528  
(907) 351-0151

---

Date

By:

---

Heat & Frost Insulators Local 7  
(206) 812-0777

---

Date

By:

---

IBEW Local 1547  
(907) 272-6571

---

Date

By:

---

Ironworkers Local 751  
(907) 563-4766

---

Date

By:

---

IUOE Local 302  
(907) 561-5288

---

Date

By:

---

Laborers Local 341  
(907) 341-0341

---

Date

# TEMPLATE

By:

---

Western States Regional Council of Carpenters  
(907) 276-3533

---

Date

By:

---

Painters (IUPAT) Local 1959  
(907) 562-8843

---

Date

By:

---

Plumbers & Steamfitters UA Local 367  
(907) 562-2810

---

Date

By:

---

Roofers Local 189  
(509) 327-2322

---

Date

By:

---

Sheet Metal Workers Local 23  
(907) 277-5313

---

Date

By:

---

Sprinkler Fitters Local 669  
(907) 283-8198

---

Date

By:

---

Teamster Local 959  
(907) 751-8500

---

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 – CORE EMPLOYEE ROSTER

### COMMUNITY WORKFORCE AGREEMENT FOR THE

\_\_\_\_\_ PROJECT

Contractor or Sub-Contractor Name: \_\_\_\_\_

Per Article 14, and in accordance with the qualifications listed in Section 14.6, 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:

\_\_\_\_\_  
Contractor/Sub-Contractor

\_\_\_\_\_  
Date

Page \_\_\_\_\_ of \_\_\_\_\_

# TEMPLATE

## ATTACHMENT 3 – 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 4 – 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

# TEMPLATE

## ATTACHMENT 5 – ALTERNATIVE BENEFITS REQUEST

### COMMUNITY WORKFORCE AGREEMENT FOR THE

\_\_\_\_\_ PROJECT

CWA Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor/Sub-Contractor requesting: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Signatory Labor Organization Affected: \_\_\_\_\_

This request to meet and confer about alternative benefit arrangements for core employees shall also include the following:

- 1) A copy of the Contractor's or Sub-Contractor's Health and Welfare and/or Pension plan; and
- 2) A list of the core employees who will be employed on the Project to whom the exemption will be applied and for whom the Contractor's or Sub-Contractor's benefit plan coverage and payment of costs will be maintained; and
- 3) A calculation of the combined Contractor or Sub-Contractor and employee costs for such programs expressed as an hourly cost based upon an assumed average monthly work hours of one hundred and sixty (160) hours.

The requested terms and conditions of alternative benefits for the requested core employees must be approved by the Signatory Labor Organization, and are as follows;

- A. The Core employees in this request shall be paid in accordance to the agreed terms for the duration of their employment on the Project. Any core employee may request in writing to cease participation in the Contractor's or Sub-Contractor's plan. Effective on the date of the request, the Contractor or Sub-contractor shall make contributions on that employee's behalf to the appropriate Trust Fund for the duration of employment on the project.
- B. For all other employees not submitted with this request, shall have their contributions paid to the applicable Trust Funds in accordance with the terms of the CWA.

# TEMPLATE

- C. Copies of all remittance forms confirming compliance with all Trust or benefit program requirements shall be submitted monthly to the Administrator.
- D. If the Contractor or Sub-Contractor has only one of the two qualifying benefits, either Pension or Health and Welfare plans, and not the other, the Contractor then must participate in the appropriate Trust Fund for the benefit that they do not provide.
- E. Any difference between the Contractor or Sub-Contractor benefit amount and the Signatory Labor organization benefit amount shall be paid on the check so that the total is equal to the appropriate prevailing wage determination.
- F. The Contractor or Sub-Contractors must pay the prevailed amount into the appropriate Training Trust Funds for the appropriate Signatory Labor Organization.
- G. These conditions may be altered by mutual agreement, in writing, only by the Contractors or Sub-Contractors signing this appendix and the signatory labor organization affected.

Submitted By:

\_\_\_\_\_  
Contractor or Sub-Contractor

\_\_\_\_\_  
Date

Alternative benefits as requested are Agreed and approved by:

\_\_\_\_\_  
Signatory Labor Organization

\_\_\_\_\_  
Date