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Community Workforce Agreement
Northwest Washington Building and Construction Trades Council
&
(Awarding Agency)

FILE UNDER AB 2019-045
DATE RECEIVED: 1.15.19
SUBMITTED BY: _____
 COUNCIL MEETING
 _____ COMMITTEE
EXHIBIT: A

The Community Workforce Agreement (CWA) is entered into (Date) _____ (Awarding agency) and the Northwest Washington Building and Construction Trades Council (Hereafter referred to as NWBCTC) acting on their own behalf and affiliates and members whose names are subscribed hereto and who are authorized officers (hereafter referred to collectively as "Unions") executed this Agreement. The (Awarding agency) and Unions are the signatory parties to this Agreement.

I. PURPOSE

The parties to this Community Workforce Agreement, and Contractors who assent to work under this CWA, acknowledge that social equity, workforce diversity, development of local workers for construction careers as well as the timely completion of projects without delay, with skilled workers and agreed-upon procedures, is of the benefit to the (Awarding agency). The purpose of this Community Workforce Agreement (CWA) is to promote opportunities for (Awarding agency) and surrounding area residents to have a clear and seamless pathway into apprenticeship opportunities. This CWA identifies the roles, responsibilities and establishes a working relationship between (Awarding agency) and the Northwest Washington Building and Construction Trades Council (NWBCTC) for activities promoting and providing access to (Awarding agency) and surrounding area residents generating apprenticeship opportunities. This CWA enhances cooperative efforts towards those principles. This CWA is intended to establish a spirit of harmony, peace and stability between labor and management, to support timely construction of stated project. Unions agree to not engage in any strike, slow-down or interruption or other disruption or interference with the work covered by this CWA. (Awarding agency and Contractors) agree to not engage in any lockout.

II. ROLES and RESPONSIBILITIES

(Awarding agency) and the NWBCTC agree to carry out the following lead roles and responsibilities to accomplish the goals of this Community Workforce Agreement:

Roles and Responsibilities of the Northwest Washington Building and Construction Trades Council

- Actively work with Washington State approved apprenticeship and training programs to identify and recruit under-represented groups in the construction trades (i.e., women and minorities), and support (Awarding agency) in their efforts to increase the participation of these designated groups.
- Provide information and assistance to (Awarding agency) to develop and implement an articulated program that will provide (Awarding agency) graduates and (Awarding) County residents a clear and seamless pathway into apprenticeship opportunities.

- Provide (Awarding agency) and its contractor's information regarding apprenticeship opportunities, including services and assistance, to meet RCW 39.04.320.
- Provide technical assistance to (Awarding agency) in the form of sample bid specifications, reporting forms and other relevant documents in order to enhance the ability of (Awarding agency) to generate apprenticeship opportunities.
- Assist and direct (Awarding agency) in the development and enforcement of a tracking system to measure and report all data to analyze program effectiveness.
- Work with Project Contractors and subcontractors as appropriate to assist in meeting the overall participation goals and requirements for new apprenticeship opportunities

Roles and Responsibilities of (Awarding agency)

- Promote and encourage participation of (Awarding agency) high schools in an articulated pre-apprenticeship program that will provide students with a clear and seamless pathway into apprenticeship opportunities.
- Recruit and refer eligible and qualified candidates to the appropriate apprenticeship opportunities.
- Support the apprenticeship utilization goals on all (Awarding agency) school projects.
- Meet RCW 39.04.320 and the exceptions contained therein of 15% of the total construction labor hours to be performed by participants in apprenticeship and training programs. Such apprentices shall be enrolled in apprenticeship programs approved or recognized by the State of Washington.
- Develop a tracking system to measure and report the number of apprentices, the hours worked by them and other pertinent data to analyze program effectiveness.
- Meet with Northwest Building Trades Council in the UA 26 Building located at 780 Chrysler Dr. Burlington, WA 98233, on the third (3) Wednesday of each month at 10:30 am or upon 48-hour notice meet at 12:00 (noon) in an agreed upon MSD Schools location. By request of either party, this monthly meeting may be postponed until the following month, but not to exceed two (2) consecutive month's time without meeting about apprenticeship utilization.

III. PRE-JOB

Prior to commencement of work: (Awarding Agency), (Contractor), (Sub Contractor) and (Northwest Washington Buildings and Construction Council) shall meet and complete Pre-Job Packet. The Packet will outline all requirements and job scopes prior to start of project.

- The Contractor must achieve workforce requirements for the project and relies on Subcontractors to help fulfill those requirements: **(registered and approved apprenticeship programs, minority hire, women and 15% Apprenticeship per RCW 39.04.320)**
- Every contractor signs a letter agreeing to work under the CWA.
- Every Contractor and Sub Contractor attends a Pre-Job conference at least two weeks prior to their work on the job-site.
- Every Contractor attends a monthly Joint Administrative Committee. NOTE: Apprenticeship reporting shall be updated monthly.
- **PRE-JOB PACKET (ATTACHMENT A) & LETTER OF ASSENT (ATTACHMENT B)**

IV. PROJECT CONDITIONS

Workers shall be at their place of work at the designated starting time and shall remain during working hours until their designated quitting time.

All Occupational Safety and Health Act (OSHA) and Washington Industrial Safety and Health Act (WISHA), this CWA, as well as the (Awarding Agency), it shall be the exclusive responsibility of the Contractor to ensure the safety and health of its workers and worker compliance with any and all such safety rules mentioned above and as otherwise established by the Prime Contractor or (Awarding Agency). Contractors will provide a copy of the Contractor's safety rules at the pre-job conference. Safety rules shall be posted at the job site and shall be uniformly enforced.

V. SUBCONTRACTING

Section 1: Every Contractor of any tier agrees that they will not subcontract any Covered Project work except to a person, firm or corporation who has signed a letter of assent. Any Contractor working on the Project shall, as a condition to working on said Project, perform all work exclusively under this Agreement.

Section 2: The (Awarding Agency), (Prime Contractor) and the Unions commit to provide outreach, and train, mentor and support Woman and Minority contractors on any Covered Project. The (Awarding Agency), (Prime Contractor) and the Unions also will provide training, apprenticeship, and assistance about working under the CWA to any interested contractor and those contractors who may wish to bid on such work.

Section 3: Any Contractor conducting a bid process for work to be performed for a Covered Project, shall notify all bidders of the requirement to comply with the terms and conditions of this CWA.

Section 4: If a Contractor of any tier subcontracts any work covered by this Agreement, such subcontractors of all tiers, shall sign letter of assent to this CWA, prior to beginning work on the Project.

VI. CORE WORKERS

Section 1: The parties agree that non-signatory contractors of any tier often have core workers, also referred to as core employees, that they use commonly on their work and who contribute to the efficiency and competitiveness of those non-signatory contractors. The parties seek to remove barriers for non-signatory Contractor, so they can compete effectively on projects covered by the CWA without unnecessarily displacing their own workers to do so.

The non-signatory contractor may bring as many as (TBD) onto the Covered Project for each contract accordingly.

Section 2: CORE WORKER CRITERIA:

- Have worked on Contractor payroll a minimum of one thousand five hundred (1500) hours within the craft classification over the last two-year period from the date of dispatch to Covered Project.
- Core worker has been on Contractors active payroll for at least sixty (60) out of the ninety (90) calendar days prior to the execution of the contract for the affected Contractor.
- **All Core Workers shall meet the minimum journey level qualifications of the craft they are performing and shall hold all required licenses and certifications for the work of their craft.**

Section 3: The Contractor shall provide detailed documentation at the Pre-Job Conference identifying their Core Workers on the Project and their scope of work and submit certified payroll data to verify that the worker meets the required definition, redacted as appropriate. The (Awarding Agency) shall monitor Contractor compliance to this Core Worker definition.

VII. WAGE RATES AND FRINGE BENEFITS

Contractors of every tier shall adhere to the applicable Federal and/or State prevailing wage rates for all craft workers, in effect at the time each Covered Project is bid.

ALL WAGES AND BENEFITS SHALL REFLECT EACH CRAFT COLLECTIVE BARGAINING AGREEMENT (CBA)

SET PAYDAY WILL BE SET AT PRE-JOB CONFERENCE.

VIII. WORK STOPPAGES AND LOCKOUTS

During this CWA, there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union, any applicable local Union or by any worker, and there shall be no lockout by the Contractor. Failure of any Union, local Union or worker to cross any picket line established at Covered Project sites violates this Article.

IX. DISPUTES AND GRIEVANCES

This CWA promotes close cooperation between management and labor. Each Union will assign a representative to ensure Covered Projects are completed economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Any dispute on a Covered Project that is specific to labor relationships (other than jurisdictional disputes) shall be considered a grievance and subject to resolution under the following. The (Awarding Agency) and (Contractor) shall be given copies of all notices and invited to participate in any meetings or proceedings. Failure of the grieving party to adhere to the time limits established renders the grievance null and void. Time limits established may be extended by written mutual consent of the parties at the step where the extension is agreed.

- **STEP 1:** If a worker, Contractor or Union subject to this CWA feels aggrieved by a labor issue, the worker may give notice to their Union representative. Within ten (10) business days after becoming aware of the grievance, the Union representative (which may be the Business Agent or the Steward) shall give verbal or written notice to the Contractor's worksite representative. The notice shall describe the violation(s) and provision violated. The Union representative and Contractor's work-site representative shall discuss the dispute within 3 business days after such notice. Each party may keep meeting minutes and send a copy to the other. If the discussion does not resolve the issue, either party may escalate the grievance to Step 2.
- **STEP 2:** To escalate the grievance into Step 2, the Union may, within two (2) business days after the discussion, send a written notice to the Contractor setting forth the alleged violation(s), providing a description, the date on which the violation(s) provoking the grievance occurred, and the provisions of the CWA that are alleged to have been violated. The Union will send a copy to the (Awarding Agency)

The local Business Manager and/or their designee and the (Prime Contractor) and (sub-contractor) if any, shall meet within seven (7) business days after the written notice was delivered to the Contractor, to arrive at a satisfactory agreement. The meeting will be scheduled to also include a designee of the (Awarding Agency). The (Awarding Agency) will take meeting minutes and share with the Prime Contractor, sub-contractor (if applicable), and the Union as soon as possible after the meeting, which is intended to be within two (2) business days.

- **STEP 3:** If the grievance has not been resolved within five (5) business days under step 2, either party may request that the grievance be submitted to an Arbitrator mutually agreed upon by them. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

The decision of the Arbitrator shall be final and binding on all parties.

X. JURISDICTIONAL DISPUTES

Section 1: The assignment of work will be solely the responsibility of the Contractor performing the work involved; such work assignments will be under the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 2: All jurisdictional disputes on a Covered Project, between or among Building and Construction Trades Unions and Contractors of any tier, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3: All Jurisdictional disputes can be resolved and/or addressed during the Pre-Job Conference and Pre-Job packet (Section III)

XI. APPRENTICESHIP UTILIZATION

(Awarding agency) shall require Prime Contractor and subcontractors to implement project apprenticeship programs to meet the requirements of RCW 39.04.320 and to endeavor to meet the goals of this Memorandum of Understanding. The Trades shall assist (Awarding agency) and the Project Contractors and subcontractors in locating and supplying apprenticeship labor in each craft who will participate in training and on the job opportunities to increase the skills of the workforce in (Awarding agency County). Crafts that are the Unions within the Trades will not be required to violate the terms of their respective collective bargaining agreements in locating and supplying such apprenticeship labor.

(Awarding agency) shall contractually require the Project Contractors and subcontractors to commit to meet the project apprenticeship participation requirements of fifteen percent (15%) of the total contract labor hours, excluding off-site vendors and suppliers, subject to RCW 39.04.320 and the exceptions contained therein.

The Trades shall provide, upon request by a Project Contractor or any subcontractor signatory to the appropriate CBA, sufficient quantities of qualified, registered (Washington State Apprenticeship Training Council), approved apprentices to complete assigned tasks. During the initial construction planning period for each project, (Awarding agency) shall require the Project Contractor and subcontractors to prepare and submit a plan for qualified apprenticeship participation. The plan of the

Project Contractor and each subcontractor shall estimate the total contract labor hours to establish the framework for apprenticeship participation.

(Awarding agency) shall require that the Project Contractor and each subcontractor provide a monthly report of apprentices used that month by craft and trade at each tier and level of work. The report will provide an ongoing update of the progress towards the originally submitted plan.

- a) The apprenticeship monthly report shall identify the individual apprentices who participated.
- b) The apprenticeship program participation requirements shall apply to the total project costs for each project, inclusive of all change orders and amendments to the contract.
- c) All apprenticeship and workforce reports are to be in electronic form. The fields and types of information requested shall be determined mutually between (Awarding agency) and the Project Contractors; with consultation from the Olympic Peninsula Building Trades Council
- d) Bidders shall submit post-bid verification that the subcontractors have been notified of the apprenticeship program requirements.

XII. HELMETS TO HARDHATS

(Awarding agency) and the Trades recognize a desire to facilitate the entry and training of veterans interested in careers in the building and construction industry. (Awarding agency) and the Trades shall encourage the Project Contractors and subcontractors to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (Center) and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support networks, employment opportunities and other needs as identified by the parties.

(Awarding agency) and the Trades shall endeavor to coordinate with the Center to create and maintain an integrated database of veterans interested in working on these projects and of apprenticeship and employment opportunities for these projects. To the extent permitted by law, the Trades will give credit to such veterans for bona fide, provable past experience.

XIII. TERMINATION

This Memorandum of Understanding may be terminated by any of the participants upon thirty (30) days written notice, after a suitable attempt has been made through a meeting of the represented parties to resolve any disagreements hereunder. This Memorandum of Understanding shall expire upon the completion of the projects identified herein. No rights or remedies are created by this Memorandum of Understanding.

XIV. SIGNATURES

