

ATTACHMENT B

CWA REQUIREMENTS

SLIDESHOW

CITY OF ANAHEIM

CITY OF ANAHEIM COMMUNITY WORKFORCE AGREEMENT (CWA)

A REFERENCE FOR BIDDERS

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COMMUNITY WORKFORCE AGREEMENT

- The City entered into a Community Workforce Agreement (CWA) with the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions.
- It is a pre-hire collective bargaining agreement that establishes labor relations procedures and defines what is considered covered "Project Work."
- Contractors and subcontractors of all tiers awarded covered Project Work shall agree to be party to and bound by the terms and conditions of the CWA.

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COMMUNITY WORKFORCE AGREEMENT

- The original version of the City's CWA, the Amended and Restated Community Workforce Agreement, 2019 - 2024, will not be in effect going forward.
- The City recently approved and adopted a new version of the CWA, The Second Amended and Restated Community Workforce Agreement, 2024 – 2034, that contractors should now review.
- The Second Amended and Restated CWA is incorporated by reference in the Construction Contract and can be accessed on the City's website at:
 - <https://local.anaheim.net/wfiles/?fileID=R7A-1U8>

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COMMUNITY WORKFORCE AGREEMENT

SECOND AMENDED AND RESTATED
COMMUNITY WORKFORCE AGREEMENT
BY AND BETWEEN THE
CITY OF ANAHEIM
AND
LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL
AND THE SIGNATORY CRAFT COUNCILS AND LOCAL UNIONS
SIGNING THIS AGREEMENT

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KEY CHANGES

CWA CATEGORY	FIRST AMENDED CWA (2019 – 2024)	SECOND AMENDED CWA (2024 – 2034)
PROJECT APPLICABILITY	Pre-determined list consisting of larger capital improvement projects	Based on project budget: > \$500,000 for multi-trade projects > \$200,000 for single-trade projects
AGREEMENT DURATION	5 years	10 years
LOCAL HIRE TARGETS	35% hours from the following target groups: <ul style="list-style-type: none"> Anaheim and Orange County residents Veterans, regardless of residency, primarily through the Helmets to Hardhats program Graduates of high schools in Anaheim, regardless of residency Disadvantaged individuals, regardless of residency in Orange County, including formerly homeless or referrals from non-profit organizations such as Chrysalis Orange County or The Salvation Army 	40% hours from the following tiered system: <ul style="list-style-type: none"> Tier 1 – Residents of Anaheim, and veterans regardless of residency, primarily through the Helmets to Hardhats program Tier 2 – Residents of the surrounding cities of Buena Park, Yorba Linda, Placentia, Fullerton, Cypress, Stanton, Garden Grove, and Orange; graduates of high schools located in Anaheim, regardless of residency; individuals who have completed a Building Trades pre-apprentice program, regardless of residency. Tier 3 – All other residents of Orange County; Disadvantaged individuals, regardless of residency in Orange County, including formerly homeless or referrals from non-profit organizations such as Chrysalis Orange County or The Salvation Army

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LOCAL HIRING PROVISIONS

Tier 1 – Residents of Anaheim, and veterans regardless of residency, primarily through the Helmets to Hardhats program.

Tier 2 – Residents of the surrounding cities of Buena Park, Yorba Linda, Placentia, Fullerton, Cypress, Stanton, Garden Grove, and Orange; graduates of high schools located in Anaheim, regardless of residency; individuals who have completed a Building Trades pre-apprentice program, regardless of residency.

Tier 3 – All other residents of Orange County; Disadvantaged individuals, regardless of residency in Orange County, including formerly homeless or referrals from non-profit organizations such as Chrysalis Orange County or The Salvation Army

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BIG PICTURE GOALS

- Increase the use of the local workforce to complete construction projects and develop a pipeline of construction careers within communities.
- Used to establish specific local hiring goals based upon community priorities.
- Goals are aspirational and designed to encourage and promote local hiring by private contractors who are bidding on publicly funded projects.

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CITY RESPONSIBILITIES

- Designation of the City's CWA Administrator
 - Ensure CWA requirements are prescribed in bid documents and conformed contracts.
- Supplemental support by CWA Administration Consultants:
 - Padilla and Associates
 - The Solis Group
- Responsibilities:
 - Compliance monitoring
 - Address inquiries
 - Maintain all required documentation
 - Review data and prepare reports on the CWA
 - Facilitate the processing of grievances
 - Serve as City's liaison and maintain relations/communication with the LA/OC Building Trades, contractors, and subcontractors

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CONTRACTOR REQUIREMENTS

During Bidding:

- **Read and understand the CWA**

- Comply with the Public Contract Code; Labor Code (i.e. payment of prevailing wages and fringe benefit contributions); Bid Documents (i.e. Instructions to Bidders, plans, specifications, etc.)
- Submit all questions or requests for clarification in writing.

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CONTRACTOR REQUIREMENTS

During Bidding:

PROPOSAL:

- Bid Item xx: Provide a lump sum for Contractor's Costs for Administration of Community Workforce Agreement (CWA) (MAY NOT EXCEED 3% OF TOTAL BASE BID)
- All costs associated with the administration of and compliance with the CWA shall be included in the bid proposal.
- The bid amount shall be an allowance used by the Prime.
- Contractor for all work associated with fulfilling its obligations to comply with the policies and procedures prescribed in the CWA, including working with the City's designated CWA Administrator to ensure full compliance with the CWA. No additional compensation will be allowed.

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CONTRACTOR REQUIREMENTS

During Contract Award:

- The General Contractor must submit the Letter of Assent (Attachment A to the CWA) to the City no later than the 21st calendar day after receipt of Notice of Award.

ATTACHMENT A
LETTER OF ASSENT

To be signed by all Contractors awarded Project Work covered by the Second Amended and Restated Community Workforce Agreement with the City of Anaheim prior to commencing work.

[Contractor's Letterhead]

CWA Administrator
City of Anaheim Public Works Department
200 S. Anaheim Blvd., Second Floor
Anaheim, CA 92805
Attn: CWA Administrator, Construction Services Division

Re: Second Amended and Restated Community Workforce Agreement - Letter of Assent

Dear CWA Administrator:

This is to confirm that [name of company] agrees to be party to and bound by the Second Amended and Restated Community Workforce Agreement with the City of Anaheim effective _____, 2024, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all Project Work covered by the Second Amended and Restated Community Workforce Agreement undertaken by [name of company] on the Project and [name of company] shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all Project Work within the scope of the Second Amended and Restated Community Workforce Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]
By: _____ Name and Title of Authorized Executive
Contractor State License No.: _____

[Copies of this letter must be submitted to the CWA Administrator and to the Trades Council Committee with Section 2.4.(b).]

Community Workforce Agreement 31 City of Anaheim

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CONTRACTOR REQUIREMENTS

During Contract Award:

Subcontractors and all others covered by the CWA shall submit signed Letters of Assent at the earliest of the following:

- 1) At the mandatory Pre-Job Conference described in Sections 8.4 and 16.1 of the CWA
- 2) Within 48 hours after the award of the work contained in this Contract to the awarded Contractor
- 3) No later than 48 hours prior to the time the subcontractor desires to gain site access and commence work at the site. Access to the site includes initial mobilization of equipment and materials.

Refer to the Standard Specification Supplement

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CONTRACTOR REQUIREMENTS

During Construction:

Payment of prevailing wages and fringe benefit contributions

- The employee benefit portion of a covered employee's prevailing wage must be paid into the appropriate employee benefit trust fund by the contractor – even if your company has its own benefit plan (i.e. health and welfare, vacation, apprenticeship, training funds, pension and annuity etc.).
- It is the contractor's responsibility to inform the employees of their trust fund benefits.
- Benefit contributions are not to exceed the amounts in the applicable prevailing wage determinations. The benefit contributions are part of the prevailing wage rate.
- Employer fringe benefit contributions to the trust fund accrue to the direct benefit of the employees – pay attention to vesting periods, benefit due dates and individual union requirements for benefit coverage.
- Contractors shall contribute employee benefits to the trust funds in a timely manner. Typically, the contributions are due to the trust funds on a monthly basis. Failure to pay in a timely manner can result in Trust Fund and/or State Prevailing Wage Law violations and penalties.

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CONTRACTOR REQUIREMENTS

During Construction:

Procedures for the Employment of Local Hires

- Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft Local Hires to fulfill the requirements of the Contractors.
- To facilitate the dispatch of Local Hires, all Contractors will be required to utilize the Craft Employee Request Form (Attachment C to the CWA) whenever they are requesting the referral of any employee from a Union referral list for Project Work.
- When Local Hires are requested by Contractors, the Unions will refer such craft workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

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CONTRACTOR REQUIREMENTS

During Construction:

Core Workforce Hiring Procedures

- Contractors not independently signatories to a Master Labor Agreement with the Union(s) that represent the craft employees which the Contractor employs, may hire, as needed:

FIRST:

A member of his/her core workforce, then an employee through a referral from the appropriate Union hiring hall.

THEN:

A second core employee, then a second employee through the referral system.

AND SO ON UNTIL:

A maximum of five (5) core employees are employed.

THEREAFTER:

All additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall.

A "core employee" is specifically defined in the CWA

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CONTRACTOR REQUIREMENTS

During Construction:

Pre-Job Conferences

- Contractors shall conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work; provided however, at no time shall the City be responsible for additional costs related to, associated with, or resulting from Union(s) jurisdictional disputes. The Trades Council and the CWA Administrator shall be advised in advance of all such conferences and may participate if they wish.
- Purpose: To address labor problems prior to work beginning and convey information about the project to local unions.
- Be prepared to identify subcontractors, discuss work assignments and other matters of coordination for the project. This is an opportunity to resolve any potential problems before the start of construction so the project goes smoothly.

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WORK ASSIGNMENTS AND JURISDICTIONAL DIPUTES

Assignment of Work: The assignment of Project Work will be solely the responsibility of the Contractor performing the work involved.

- A jurisdictional dispute is when one or more unions disagree with a contractor's work assignment.
- The CWA utilizes a jurisdictional dispute resolution procedure known as "The Plan," which details how jurisdictional disputes are to be settled.
- The CWA Administrator and CWA Administration Consultant will work with contractors and unions to prevent jurisdictional disputes and will assist in resolving any, consistent with procedures prescribed in the CWA. Pre-Job Conferences give the contractor the opportunity to assign work and resolve jurisdictional disputes prior to work beginning.
- There will be no work stoppages or slowdowns over jurisdictional disputes.
- The CWA Administrator and CWA Administration Consultant will never make jurisdictional assignments.

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LA/OC TRADES COUNCIL & UNION RESPONSIBILITIES

- Comply with the terms and conditions of the CWA:
 - Serve as the primary source of craft labor employed on Project Work:
 - Recruit and refer sufficient numbers of skilled craft Local Hires to fulfill the labor requirements of the Contractor
 - Identify and hire individuals, particularly Local Hires, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs
 - Agree to no work disruption: work stoppages and lock-outs
 - Use best efforts to end violations of work stoppages and lock-outs
 - Withhold services for failure to pay wages and fringe benefits
 - Settle jurisdictional disputes and grievances
 - Attend Pre-Job Conferences prior to Contractor commencing work

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IMPORTANT TAKEAWAYS

- READ AND UNDERSTAND THE CWA AND SUBMIT QUESTIONS AND REQUESTS FOR CLARIFICATION PRIOR TO BIDDING.
- A contractor that does not sign a Letter of Assent cannot do Project Work.
- Know what documents to complete and when to submit them.
- Make accurate employee benefit contributions to the appropriate trust fund on behalf of your employees.
- Register your "core employees" with the appropriate hiring hall and follow proper hiring procedures.
- The CWA does not permit lockouts or work disruptions due to labor problems.
- Notify the CWA Administrator and CWA Administration Consultant immediately if any problems occur.

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QUESTIONS

1. Do General Contractors have to be a member of a signatory union to bid on the project?

No. However, General Contractors and all subcontractors must still comply with CWA requirements.

2. Are General Contractors only allowed to hire union subcontractors?

No. General Contractors will still determine which Subcontractors to hire for the project. Non-signatory or non-union Subcontractors can work on the project. No craft employee covered by the CWA shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of the project.

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QUESTIONS

3. How will the CWA Administrator determine whether the local hire goal is achieved?

Local hire data is monitored by reviewing Certified Payroll Records against the number of hires, transfers, and referrals (validated with submitted Letters of Assent and Craft Request Forms).

4. What if the union halls fail to dispatch workers in a timely manner?

If the unions cannot provide a local hire within 48 hours, Contractors may obtain Local Residents from any source. However, this does not relieve Contractors of the responsibility to meet the local hiring goals set forth in the CWA.

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QUESTIONS

5. What if the union halls send workers who do not have the proper levels of skill and productivity?

You are not obligated to employ that worker. Contractors retain the authority in making individual hiring decisions. However, Contractors should document compliance efforts and address reasons for not hiring a particular worker.

6. Will the General Contractor be penalized for failing to meet the local hiring goal?

Possibly. Liquidated Damages may be assessed if you are not determined to be in compliance. You will be apprised of your current local hiring percentages throughout the project. If you are falling short of the goals at a given reporting period, you will have an opportunity to correct the local hiring goals at the next reporting period.

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OTHER INQUIRIES

Please direct all inquiries to:
John Martin
(714) 765-5157
jmartin@anaheim.net



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