



CITY OF
HAYWARD
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DATE: April 14, 2015
TO: Mayor and City Council
FROM: Assistant City Manager
SUBJECT: Agenda Item #1 – Revised Attachment II

Staff is presenting a revised Attachment II, which is the proposed terms sheet for the Community Workforce Agreement. After further discussions with the Building Trades Council following the distribution of the Council packet last week, there were some additional edits to the terms of the agreement. Staff supports these changes, shown in redline on the attached document.

Prepared by: Kelly McAdoo, Assistant City Manager

Approved by:

Fran David, City Manager

Attachments:

Revised Attachment II – Terms Sheet

ATTACHMENT II
COMMUNITY WORKFORCE AGREEMENT (CWA) – KEY DEAL POINTS
 City of Hayward (Working Document)
 April 5, 2015

CWA Subject Areas¹	City of Hayward Proposal
<i>Projects Covered by the CWA</i>	<p>New Library and Community Learning Center project only</p> <p>On-site construction, demolition, site preparation, construction trucking work (e.g., delivery of ready-mix, asphalt, etc.) covered.</p> <p>Repair and maintenance of City facilities not included.</p> <p>Off-site fabrication included if this work is legally covered in existing Master Agreements on the day the CWA is signed.</p> <p>Specialty work included, e.g, software, traffic signal controllers, if this work is legally covered in Existing Master Agreements on the day the CWA is signed.</p> <p>City retains right to award to lowest responsible bidder.</p> <p>Only applies to projects awarded by City.</p>
<i>Parties Bound by CWA</i>	<p>All signatory <u>Building Trades</u> affiliated unions and all contractors and their subcontractors bound by the terms of CWA.</p>
<i>Work Stoppages</i>	<p>No work stoppages, strikes, sympathy strikes, slowdowns or lockouts during term of CWA.</p> <p>Union can withhold labor (but not picket) for contractor nonpayment of <u>wages and union trust fund contributions</u>.</p>
<i>Arbitration</i>	<p>All disputes/grievances subject to arbitration by</p>

¹ A side letter to this Agreement, if approved by Council, allows the City to retain the right to reject all bids and rebid the project with or without the CWA for any reasons deemed appropriate by Council.

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	<p>pre-selected arbitrators.</p> <p>Expedited arbitration and liquidated damages for disputes over strikes, lockouts, nonpayment of trust fund contributions.</p> <p>All other disputes/grievances subject to meet and confer process followed by arbitration.</p>
<i>Work Force/ Core Employees</i>	<p>Except for a <u>limited number of</u> contractors' core employees, all workers shall be provided by through unions' referral hall process. Contractor has right to reject an individual referral.</p> <p>Employees referred through unions must pay union dues, fees, pension-fund type benefits; not required to join union.</p> <p>Contractors can use their own management, administrative staff and "core employees" as defined in CWA.</p> <p>Number of core employees per contractor and subcontractor is 5 each with no residency requirements for core employees.</p>
<i>Local Hire/ Apprenticeships</i>	<p>30% of hours worked on a CWA project shall be performed by Hayward residents and/or HUSD graduates, through good faith efforts.</p> <p>Trades agree to <u>facilitate enrollment of</u> at least 10 Hayward residents or HUSD graduates in a paid classroom <u>apprenticeship</u> programs during the life of the construction project <u>and facilitate placing them on a job site.</u> place them on a job site.</p> <p>Contractor required to hire ten Hayward residents or HUSD graduates as "first period apprentices" for the project (capped at 2 per craft). Apprentices must be hired for a minimum of 6 months or 1,000 hours. Good faith efforts to retain the apprentices</p>

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	<p>required.</p> <p>Enforcement of this provision shall be subject to the grievance procedure outlined in Section x.x of the Agreement.</p>
<i>Term</i>	Life of the project
<i>Implementation of CWA</i>	<p>CWA implemented by 5-member Joint Administrative Committee comprising union representatives, contractor representatives & City representatives; meet quarterly to review CWA and project compliance.</p> <p>5-members include: 2 City reps; 2 Union reps; and 1 General Contractor rep</p>
<i>Wages/Benefits</i>	<p>Established by unions and prevailing wages. <u>Union's Master Labor Agreements.</u></p>
<i>Substance Abuse Prevention</i>	<p>Required by state law. Unions will be required to abide by testing policies established by their respective Master Agreements. If there is no drug policy in the Master Agreement, the CWA drug policy would go into effect. If the General Contractor's program meets or exceeds the CWA policy, then the General Contractor may use their program.</p>