EMPLOYMENT, TRAINING, AND CONTRACTING POLICY

Board Approved March 13, 2012

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Part I: Policy, Purpose, Requirements, Definitions

A. Introduction and Summary

The Housing Authority of New Orleans (HANO) has established a policy whereby any contractor that transacts business with HANO must meet the requirements of HANO's Section 3 and DBE/WBE policy as outlined in this document. This policy applies to all contracts valued at $100,000 or greater. Contractors will: 1) offer Section 3 employment, training and employment skill building programs for eligible Section 3 residents and 2) provide Section 3 Business Concerns, Disadvantaged Business Enterprises (DBEs) as well as Woman Business Enterprises (WBEs) with the maximum opportunity to participate in the performance of contracts awarded by HANO. HANO will make a good faith effort to recruit as many Section 3 eligible residents and businesses as possible for employment and instructional positions and contract opportunities, in an effort to provide economic opportunities for area residents and area business concerns.

This document serves to fulfill two (2) main objectives: 1) it outlines the Section 3 & Section 3 Business Concerns/DBE/WBE policy and program compliance measures of HANO, and 2) it contains program definitions, requirements, required forms, information on program assistance provided by HANO, and other information related to HANO's Employment, Training and Contracting Policy. This document replaces all previous policies and is in immediate effect as of the HANO Board approval date.

Summary of Requirements

	Section 3 Hiring	Section 3 Training & Internship	DBE Contracting	WBE Contracting	Section 3 Contracting
Requirements	30% of new hires	Paid Training and Internship Spots as listed in Chart on Page 17	20% of the value of the contract	5% of the value of the contract	10% of the value of construction contracts 3% of the value of non-construction contracts

These requirements apply to all prime and subcontractors where the value of the contract with HANO is $100,000 or greater.

B. Definitions

Local Hire: Employee Residing within Orleans Parish.

Low-Income Person: A family (including single persons) whose income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Very Low-Income Person: A family (including single persons) whose income does not exceed 50% of the median family income for the area, as determined by HUD, with adjustments for smaller and larger families.

New Hires: Full-time employees not previously employed on this contract for permanent, temporary or seasonal employment opportunities.

Section 3 Resident: A public housing resident, (HCVP) Housing Choice Voucher Program Participant or an individual who is considered to be a low to very low income Orleans Parish Resident.

Core Employees: Persons listed and verified as employed with company before the contract execution date.

Contractor: Any entity which contracts for the performance of work generated by the expenditure of Section 3 covered assistance, or performing work in connection with a Section 3 covered project.

Woman Business Enterprise (WBE): A business enterprise that is 51% or more owned, controlled, and actively operated by one or more women.

Disadvantaged Business Enterprise (DBE): A business enterprise that is 51% or more owned, controlled, and actively operated by one or more persons who are classified as part of a socially and economically disadvantaged group. Such socially disadvantaged persons include African-Americans, Hispanic Americans, Native Americans, Eskimos, Aleuts, Hasidic Jewish Americans, Asian Pacific Americans and Asian Indian Americans.

Housing Authority (HA): Public Housing Agency

Housing Development: Housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.

Employment Opportunities Generated by Section 3 Covered Assistance: All employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in 24 CFR Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management

and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

HUD Youthbuild Programs: Programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

Recipient: Any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Section 3: Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Business Concern:

(1) Business concerns that are 51% or more owned by residents of the housing development or developments for which the section 3 covered assistance is expended; or

(2) Business concerns whose full-time, permanent workforce includes 30% of public housing residents or low or very low income local residents as employees; or

(3) HUD Youthbuild programs being carried out in the area in which the section 3 covered assistance is expended; or

(4) Business concerns that subcontract in excess of 25% of the total amount of subcontracts to business concerns identified in paragraphs (1) and (2) of this section.

Section 3 Covered Contracts: A contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials only. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

Section 3 Covered Project: The construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Subcontractor: Any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

C. HANO Section 3 & DBE/WBE Policy Statements

i. **Section 3 Policy Statement**

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701, et seq.) (the "Act") requires the Housing Authority of New Orleans to ensure that employment and other economic and business opportunities generated by financial assistance from the Department of Housing and Urban Development ("HUD"), are directed to public housing residents and other low income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low and very low income persons.

With the Housing Authority of New Orleans' (HANO) Board Resolution Number 2012-05, HANO hereby reaffirms its commitment of ensuring that all contractors and any tier subcontractors that are awarded a contract of $100,000 or greater by HANO for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide meaningful, full-time, permanent employment and training to Section 3 residents. It is further reaffirmed that all vendor/contractors and any tier subcontractors that are awarded a contract of $100,000 or greater for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide contracting opportunities to Section 3 business concerns.

To comply with the Act and Board Resolution Number 2012-05, the requirements of this policy is to obtain a reasonable level of success in the recruitment, employment, and utilization of HANO residents and other eligible persons and/or businesses by contractors working on contracts partially or wholly funded with HUD monies. HANO shall examine and consider a contractor's potential for success in providing employment and business opportunities to those covered under Section 3 prior to acting on any proposed contract award.

In response to any Request for Proposals (RFP), Request for Qualifications (RFQ) or Invitation for Bids (IFB), HANO will require submission of the Section 3 Opportunities Plan, roster of Core Employees, and certification that the respondent will comply with the requirements of Section 3 and this policy.

HANO, in accordance with applicable laws and regulations, has established employment and training requirements that contractors and subcontractors are expected to meet in order to comply with Section 3 requirements. ***HANO's Section 3 requirement is thirty percent (30%) of any new hires for the term of the contract shall be Section 3 eligible workers, and 10% (construction) or 3% (non-construction) of the value of the contract shall be awarded to Section 3 eligible Businesses.*** It is the contractor's responsibility to implement progressive efforts to attain Section 3 compliance. Failure to attain Section 3 compliance in accordance with their contract will subject them to penalties including, but not limited to, the withholding of payments.

ii. DBE/WBE Policy Statement

Consistent with Presidential Executive Orders 11625, 12138, and 12432, and as promulgated in 24 CFR Part 85 and in the Housing Authority of New Orleans' (HANO) Board Resolution Number 2012-05, HANO hereby modifies the numerical requirements relative to contracting with Disadvantaged Business Enterprises (DBEs) and Woman Business Enterprises (WBEs) and reaffirms its commitment of ensuring that all contractors and any tier subcontractors that are awarded a contract of $100,000 or greater for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide Disadvantaged Business Enterprises (DBEs) and Woman Business Enterprises (WBEs) with the maximum opportunity to participate in the performance of contracts awarded by HANO.

HANO's DBE requirement is 20% of the value of the contract will be awarded to DBEs and 5% of the value of the contract will be awarded to WBEs.

To comply with this requirement and Board Resolution Number 2012-05, the requirements of this policy is to obtain a reasonable level of success in the utilization of eligible businesses by contractors working on contracts partially or wholly funded with HUD monies. HANO shall examine and consider a contractor's potential for success in meeting these requirements prior to acting on any proposed contract award.

In response to any Request for Proposals (RFP), Request for Qualifications (RFQ) or Invitation for Bids (IFB), HANO will require submission of evidence and certification that the bidder will comply with the requirements of this policy.

D. Section 3 New Hire & Contracting Requirements

Section 3 Numerical Requirements and Order of Preference:

In accordance with Section 3, HANO requires that all contractors and any tier subcontractors shall provide training and employment opportunities to Section 3 residents to meet or exceed a numerical requirement of 30% of all new hires.

HANO has established employment and training requirements that contractors and subcontractors are expected to meet in order to comply with Section 3 requirements. It is the contractor's responsibility to implement progressive efforts to attain Section 3 compliance.

Section 3 Hiring Preference

Contractors shall adhere to the following order of priority for employment purposes:

Priority 1:	A low or very low-income resident of HANO housing site where the work is being done
Priority 2:	A low or very low-income resident of any HANO housing developments
Priority 3:	A participant in HUD Youthbuild program in Orleans Parish
Priority 4:	HANO Housing Choice Voucher Participant
Priority 5:	a) A Very low-income resident of Orleans Parish b) A Low-Income resident of Orleans Parish

Contracting Requirements

In accordance with Section 3, HANO requires that all contractors and any tier subcontractors shall direct 10% of the contract value to Section 3 business concerns for construction contracts and 3% for non-construction contracts in the following order of priority:

Priority 1: Business concerns that are 51% or more owned by residents of the HANO housing development or developments for which the Section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30% of these persons as employees; or

Priority 2: Business concerns that are 51% or more owned by residents of other HANO housing developments that is expending the Section 3 covered assistance, or whose full-time, permanent workforce includes 30% of these persons as employees; or

Priority 3: HUD Youthbuild programs in Orleans Parish; or

Priority 4: Business concerns that are 51% or more owned by low or very-low income Section 3 residents, or whose permanent, full-time workforce includes no less than 30% Section 3 residents, or that subcontract in excess of 25% of the total amount of subcontracts to business concerns identified in paragraphs (1) and (2) of this section.

Section 3 businesses seeking a contract or subcontract shall be responsible for submitting evidence, if requested, to demonstrate to the satisfaction of the contracting party that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

Contractors must incorporate and enforce the provisions of the Section 3 policy and numerical requirements in any and all tier subcontracts. Requirements relative to employment and contracting with Section 3 residents and business concerns shall not apply to contracts less than $100,000 and shall not apply to contracts for the purchase of supplies and materials unless the contract for materials includes installation.

In some instances, the requirements relative to contracting with Section 3 business concerns and DBEs/WBEs may overlap; however, ***participation can only count toward one requirement***. For example, if a subcontract is let to a Section 3 business concern that also qualifies as a DBE, then the contractor may count the subcontract either towards its Section 3 contracting requirements or towards its DBE contracting requirements; the contractor shall not be allowed to count the participation towards both requirements.

E. DBE/WBE Contract Requirements

Numerical Requirements

HANO requires that all contractors and any tier subcontractors shall direct their subcontracting opportunities to DBEs/WBEs as follows:

- Disadvantaged Business Enterprises - 20% of the total value of contract
- Woman Business Enterprises - 5% of the total value of contract

DBE and WBE businesses seeking a contract or subcontract shall be responsible for submitting evidence, if requested, to demonstrate to the satisfaction of the contracting party that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

Contractors must incorporate and enforce the provisions of this policy and numerical requirements in any and all tier subcontracts.

In some instances, the requirements relative to contracting with Section 3 business concerns and DBEs/WBEs may overlap; however, a individual companies participation can only count toward one requirement on a contract. For example, if a subcontract is let to a WBE concern that also qualifies as a DBE, then the contractor may count the subcontract either towards its WBE contracting requirements or towards its DBE contracting requirements; the contractor shall not be allowed to count the participation towards both requirements.

Requirements relative to contracting with DBEs/WBEs shall not apply to contracts less than $100,000 and shall not apply to contracts where the contractor is not subcontracting for any work, materials, supplies, services, etc, or when the sole source or specified items are not available from DBEs/WBEs.

100% of the participation of DBE/WBE suppliers shall count towards the requirements as long as the supplier maintains an inventory and/or significantly alters the product for distribution. In cases where the DBE/WBE supplier does not maintain an inventory and/or does not significantly alter products for distribution, only 25% of the DBE/WBE supplier's participation shall count toward the requirements.

Part II- Procurement & Contractor Requirements and Procedures

A. Section 3 Contracting Requirements & Procedures

The procedures outlined herein shall apply to all contractors seeking contracting opportunities with the Housing Authority of New Orleans.

As part of the response to an IFB, RFP, RFQ, or other solicitation, respondents (prime) are required to submit a Section 3 Employment and Training Action Plan (SETAP) to identify overall projected employment by type and phase, Section 3 hiring, training and contracting requirements, objectives, and actions that will be implemented to ensure compliance with the requirements of Section 3. (See Section III for Section 3 Employment & Training Action Plan format).

The **HANO Section 3 Coordinator** will be responsible for coordinating with the Department of Procurement and Contracts to review the Section 3 Employment and Training Action Plan prior to the award of the contract. Upon selection, HANO will work with the selected firm to finalize the Section 3 Plan , including identification of HANO assistance to be provided (if any), timelines for action, and review of reporting and compliance requirements. The Section 3 Employment and Training plan is separate and apart from the Disadvantaged/Women Business Enterprise Plan and must be completed in addition to the DBE/WBE Plan.

I. Prior to Bid/Pre Certification Process: HANO Resident-Owned Businesses can Visit www.hano.org, to complete and submit a Section 3 Business Concerns Application.

II. Bid/Proposal Phase: Contractors submitting bids and/or proposals to HANO shall be required to complete and submit the following forms (Appendix):

- Section 3 Employment Action Plan
- Section 3 Training Action Plan
- Section 3 Contracting Action Plan
- Section 3 Employment and Training Schedule
- List of Core Employees (including date of hire for each core employee and address)
- Contracting Schedule
- Letter of Intent
- Statement of Understanding

III. Pre-Award Phase: Subsequent to the submission of bids/proposals, but prior to contract award, contractors may be requested to provide additional information regarding the submissions required in the Bid/Proposal Phase. Such requests may be made in instances where the contractor does not show sufficient detail in their required Action Plans, where the contractor's required Schedules do not reflect achievement of the minimum stated requirements, where the contractor has not identified the name of the Section 3 subcontractor(s) in the required Schedules and does not have signed Letters of Intent, or where it is deemed necessary by HANO's Section 3 Coordinator.

IV. Contract Performance Phase:

Section 3 Contract Performance Monitoring

HANO shall monitor and evaluate the contractor's Section 3 compliance towards achieving the numerical requirements relative to Section 3 employment, training, and contracting throughout the contract period. The contractor shall be responsible for providing the following reports to HANO, which shall be submitted no later than 4:30 p.m., on the first business day of each month throughout the contract period (Appendix):

- Core Employee List Subcontractors / New Contracts
- Section 3 Employment and Training Compliance Reports
- Section 3 Manhour Report
- Contracting Compliance Report
- Section 3 Income Verification Form
- Employer Paid Training Report

Upon HANO's request, the contractor and all tier level sub-contractors are required to provide supporting documentation and proof of previous employment of any and all core employees prior to working on a HANO project.

The contractor shall also ensure that for each Section 3 resident hired, a Section 3 Verification Form is completed. The Section 3 Income Verification Form shall be completed by the resident, and submitted to the contractor. This documentation should be included with the monthly reports submitted to HANO.

The contractor shall be responsible for monitoring the compliance of any tier subcontractors. In doing so, the contractor shall require monthly reports, in the formats provided, from its lower tier subcontractors.

Determination of Compliance

Contractors and their subcontractors are required to demonstrate compliance with the Section 3 employment and contracting requirements by meeting the numerical requirements set forth above. Contractors who do not meet the contracting numerical requirements must thoroughly document its inability to comply. In addition, HANO requires contractors that fail to meet the contracting requirements set forth in this policy use the alternative measures listed on page 16 to comply. Contractor's efforts shall be directed towards identifying methods to achieve success under this program through the following requirements:

Hiring:

- Target recruitment of Section 3 residents for training and employment by taking steps such as:
    - Prominently place a notice of commitments under Section 3 at the project site or other places where applications for training and employment are taken;

- Contact HANO, HANO resident councils, HANO resident management corporations, and HANO residents;
- Consider contracting with HANO Resident Councils and/or Resident Management Corporations
- Contact HANO for a list of agencies which may be able to provide assistance regarding opportunities for training which can be utilized on this contract;
- Contact local job training centers, employment service agencies, and community organizations;
- Develop on-the-job training opportunities or participate in job training programs;
- Develop or participate in certified Pre-Apprenticeship/Apprenticeship Trainings Programs for construction trades on Construction Contracts and Paid Internship/Summer Employment Opportunities for Non-Construction Contracts.
- Advertise in the local media.

- Keep a list of Section 3 area residents who apply on their own or by referral for available positions.

- Send to labor organizations or representatives of workers with whom the recipient, contractor, or subcontractor has a collective bargaining agreement or other understanding, a notice about contractual commitments under Section 3.

- Select Section 3 area residents, particularly HANO residents, for training and employment positions.

- Provide ongoing monitoring of the program by the contractor and its subcontractors to ensure compliance and to identify problems or difficulties in meeting the requirements, and implement strategies to overcome the problems. Where problems or difficulties in meeting the requirements are encountered, take aggressive efforts to rectify the matter. Such action shall include, but not be limited to, convening a meeting with HANO to advise it of the problems and proposed solutions. HANO will offer its assistance whenever possible.

  Where feasible, adjust the initial Section 3 and DBE/WBE Action Plan to increase the use of Section 3 residents in categories where the Plan has been successful to compensate for those categories of lower success.

B. DBE/WBE Certification

Businesses wishing to participate in HANO contracts as DBEs/WBEs must be certified by HANO's Section 3/DBE/WBE Coordinator, in the Department of Client Services. Businesses claiming DBE/WBE status must be certified in order to have their participation counted toward the contracting requirements stated herein. Interested businesses must initiate the certification process by submitting an application for certification to the Housing Authority. Applications for certification may be obtained by visiting HANO's website at www.hano.org.

Contracting Procedures:
The procedures outlined herein shall apply to all contractors seeking contracting opportunities with the Housing Authority of New Orleans.

I. Prior to Bid/Pre Certification Process: If qualified, contractors can visit www.hano.org, to complete and submit a Disadvantaged Business Enterprise Program Certification Application.

II. Bid/Proposal Phase: Contractors submitting bids and/or proposals to HANO shall be required to complete and submit the following forms (Appendix):

A. DBE/WBE Contracting Action Plan
B. Contracting Schedule
C. Letter of Intent
D. Statement of Understanding

III. Pre-Award Phase: Subsequent to the submission of bids/proposals, but prior to contract award, contractors may be requested to provide additional information regarding the submissions required in the Bid/Proposal Phase. Such requests may be made in instances where the contractor does not show sufficient detail in their required Action Plans, where the contractor's required Schedules do not reflect achievement of the minimum stated requirements, where the contractor has not identified the name of the DBE/WBE subcontractor(s) in the required Schedules and does not have signed Letters of Intent, or where it is deemed necessary by HANO's Compliance Officer.

IV. Contract Performance Phase: HANO shall monitor and evaluate the contractor's compliance towards achieving the numerical requirements relative to DBE/WBE contracting throughout the contract period. The contractor shall be responsible for providing the following reports to HANO, which shall be submitted no later than 4:30 p.m., on the tenth business day of each month throughout the contract period:

- Contracting Compliance Report

The contractor shall be responsible for monitoring the compliance of any tier subcontractors. In doing so, the contractor shall require monthly reports, in the formats provided, from its lower tier subcontractors.

Contracting:

- Target recruitment of DBEs/WBEs by taking such steps as:
  - Contact DBEs/WBEs in the HANO's directory;
  - Prominently place a notice of commitment relative to DBE/WBE contracting at the project site and other appropriate places;
  - Contact HANO for a list of certified firms;
  - Contact other organizations which might be helpful in identifying DBEs/WBEs;

- Advertise in the local media.

- Make every effort to use DBEs/WBEs included in HANO's directory of certified firms. Such efforts may include, but are not limited to:

  - Dividing total work into smaller sub-tasks (i.e. by floor);
  - Using multiple firms for the same type of work (i.e. two drywall subcontractors or several plumbing suppliers);
  - Exercise flexibility in utilizing DBEs/WBEs in other or additional areas than initially proposed if necessary to meet the program objectives.

- Provide ongoing monitoring of the program by the contractor and its subcontractors to ensure compliance and to identify problems or difficulties in meeting the requirements, and implement strategies to overcome the problems. Where problems or difficulties in meeting the requirements are encountered, take aggressive efforts to rectify the matter. Such action shall include, but not be limited to convening a meeting with HANO to advise it of the problems and proposed solutions. HANO will offer its assistance whenever possible.

- Where feasible, adjust the initial DBE/WBE Contracting Action Plan to increase the use of Section 3 business concerns in categories where the Plan has been successful, to compensate for those categories of lower success.

C. Reporting Open Positions

All HANO contractors and subcontractors are required to report all job openings in connection with a contract resulting from any solicitation on **crescentcityjobmatch.com**, HANO's website and to the onsite/project Section 3 Coordinator as soon as the job becomes available. This will aid in fulfilling the dual requirements of the shared job database by connecting low-income residents in need of employment with contractors seeking to hire Section 3 employees. Noncompliance with HANO's requirement may result in sanctions, termination of the contract for default, and debarment or suspension from future HANO contracts.

* For Construction Projects – All new hires must go through the on-site hiring process with the Section 3 Coordinator

Part III- Compliance Requirements

Compliance Requirements for Section 3/DBE/WBE Contracting

If a contractor or subcontractor cannot meet the Section 3, DBE, WBE contracting requirements it must thoroughly document its inability to comply. In addition, HANO requires contractors that fail to meet the contracting requirements set forth in this policy use the following alternative measures to comply:

- Contractors must contribute to HANO's Section 3 Training Fund, which provides training and other economic opportunities for HANO residents:
    - **Trade, Construction and Rehab Contractors must contribute 2% of the total contract amount.**
    - **Non-Construction Contractors (e.g. A&E, Consulting, Professional Services, Technical) must contribute 1% of the total contract amount.**

HANO will primarily use the Section 3 Training Fund to pay for resident self-sufficiency programming through HANO's partnerships with Local Colleges, State Approved Trade Programs, paid Work Experience /Internship Programs, Youth Summer Employment Programs and various other employment and training programs for residents. The site in which the construction or project is occurring will receive a portion of funds generated from that respective site for programs and equipment related to resident training.

Compliance Requirement for Project Labor Agreements or Community Workforce Agreements

HANO shall require that a Project Labor Agreement or Community Workforce Agreement be entered into between the trade unions and the developer, contractor, and subcontractors for all projects whose collective value under HANO contracts is $25 million or more. The Project Labor Agreement or Community Workforce Agreement shall comply with all requirements of the HANO Section 3 and DBE/WBE Employment, Training, and Contracting Policy dated March 13, 2012. The unions, developers, contractors, and subcontractors shall consult with HANO, resident leaders, and community stakeholders on the terms of the agreement prior to its execution.

Part IV –Training Requirements

Training Requirements for Construction Contracts

- HANO requires all construction contracts that are greater than ($100,000.00) one hundred thousand dollars in total construction cost and is anticipated to exceed 6 months of construction; to include a detailed and well defined plan on how they will provide a certified pre-apprenticeship or apprenticeship training programs to at least (1) one Section 3 Resident in its priority order. (1) One additional Section 3 Resident in its priority order will be provided training for every additional ($500,000) five hundred thousand to ($1,000,000.00) one million dollars of the total contract value. The training plan and trainings must be aligned with the scope of work in the contract and approved by HANO. A training program participant can only count for (1) one training slot per total contract amount. Those who do not offer a certified pre-apprenticeship or apprenticeship training program will contribute into the HANO Section 3 Training Fund as prescribed in the chart listed below.

Training Requirements for Non-Construction Contracts

- HANO requires that all non-Construction contracts that meet or exceed ($100,00.00) one hundred thousand dollars in total contract value include a detailed and well defined plan to provide paid internship or summer employment opportunities to Section 3 Residents in its priority order. An internship/summer employment program participant can only count for (1) one internship/summer employment slot per total contract amount. Those who do not offer a HANO approved paid internship or summer employment opportunity will contribute into the HANO Section 3 Training Fund as prescribed in the chart listed below.

*** A Portion of All Funds Generated at A HANO Housing Site Will Remain At That Site for Resident Training Programs and Equipment**

Total Contract Amount	Number of Section 3 Training / Internship Slots	Contribution to HANO Training Fund if Training or Internship Slots Are not Available
At least $100,000, but less than $500,000	1	6% of the Total Contract Value up to $25,000
At least $500,000, but less than $1,000,000	2	5% of the Total Contract Value up to $40,000
At least $1,000,000, but less than $2,000,000	3	4% of the Total Contract Value up to $60,000
At least $2,000,000, but less than $4,000,000	4	3% of the Total Contract Value up to $80,000
At least $4,000,000, but less than $7,000,000	10	2% of the Total Contract Value up to $105,000
$7,000,000 or more	**1 additional training slot for every additional $500,000.00**	**1.5% of that Total Contract Value, with no dollar limit**

HANO

Housing Authority of New Orleans
Section 3 Individual Verification Form

The following information will be used to verify your individual eligibility under the Section 3 regulations as set forth in 24 CFR Part 135.

A Section 3 resident seeking the preference in training and employment shall certify and submit evidence to demonstrate Section 3 eligibility.

I,_____ , residing at _____
(print name) (address)
_____have a family size of _____ and my total
(city, state, zip code)
annual income for the prior calendar year (20__) was $_____as is evidenced by the attached documentation.

HANO Client Status (Check ONLY One of the Following)

- ❑ I live in Public Housing at _____ *(insert development name)*
- ❑ I am a Housing Choice Voucher recipient
- ❑ None of the above

Proof of income and residency is a requirement for an individual to become Section 3 certified.

Proof of residency (Check at least one and provide a copy with this form):

- ❑ Copy of current lease
- ❑ 2 Utility Bills for the past 2 months (Utility bills must be in the name as shown above)
- ❑ Notarized statement from an individual with at least one of the above documents in their name attesting that the person seeking Section 3 Certification is living at their residence
- ❑ One of the acceptable proofs of income listed below
- ❑ Valid Federal or State ID

Proof of income (Check at least one and provide a copy with this form):

- ❑ Copy of receipt of public assistance
- ❑ Copy of Evidence of participation in a public assistance program
- ❑ Proof of income (Check stub, W-2, Tax forms, 1099, employer letter on letterhead, etc.)
- ❑ Proof of Unemployed Status

I have voluntarily provided the above information in conjunction with employment on a HANO related project. I attest to the truthfulness of my statements fully understanding that this information is subject to verification by the appropriate federal agencies.

Signature _____ Date _____

Contact Phone: _____

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

Willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the U.S. Code.

HANO

Section 3 Individual Verification Form (Part B) SECTION 3 REQUIREMENTS

Consistent with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and with the Housing Authority of New Orleans' (HANO) Board Resolution Number 2012-05, HANO hereby reaffirms its commitment of ensuring that all contractors and any tier subcontractors that are awarded a contract in excess of $100,000.00 by HANO for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide meaningful, full-time, permanent employment and training to Section 3 residents. It is further reaffirmed that all contractors and any tier subcontractors that are awarded a contract in excess of $100,000.00 by HANO for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide business opportunities to Section 3 business concerns.

Definitions:

Low-Income Person:

A family (including single persons) whose income does not exceed 80% of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families.

Very Low-Income Person:

A family (including single persons) whose income does not exceed 50% of the median family income for the area, as determined by the Secretary, with adjustments for smaller and larger families.

New Hires:

Full-time employees for permanent, temporary or seasonal employment opportunities.

Section 3 Resident:

1) A low or very low income resident of HANO housing site where the work is being done; or
2) A low or very low income resident of any HANO housing site; or
3) A participant in HUD Youthbuild program in Orleans Parish; or
4) A HANO Housing Choice Voucher Participant
5) a) A very low-income resident of Orleans Parish
   b) A low-income resident of Orleans Parish

Statement of Numerical Requirements and Order of Preference:

In accordance with Section 3, HANO requires that all contractors and any tier subcontractors shall provide training and employment opportunities to Section 3 residents to meet or exceed a numerical requirement of 30% of all new hires in the following order of priority:

Priority 1: A low or very low income resident of HANO housing site where the work is being done
Priority 2: A low or very low income resident of any HANO housing site
Priority 3: A participant in HUD Youthbuild program in Orleans Parish
Priority 4: A HANO Housing Choice Voucher Participant
Priority 5: a) A very low-income resident of Orleans Parish
b) A low-income resident of Orleans Parish

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Section 3 Individual Verification Form
(Part C)
ORLEANS PARISH, LOUISIANA
SECTION 3 ANNUAL FAMILY INCOME LIMITS 2012

Orleans Parish Median Income: $61,900

FY 2012 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low (50%) Income Limits	$21,700	$24,800	$27,900	***$30,950***	$33,450	$35,950	$38,400	$40,900
Extremely Low (30%) Income Limits	$13,000	$14,850	$16,700	***$18,550***	$20,050	$21,550	$23,050	$24,500
Low (80%) Income Limits	$34,650	$39,600	$44,550	***$49,500***	$53,500	$57,450	$61,400	$65,350

Definition of Section 3 Resident:

1) A Low or Very Low-Income Resident of HANO housing site where the work is being done; or
2) A Low or Very Low-Income Resident of any HANO housing site; or
3) A participant in a HUD Youthbuild program in Orleans Parish; or
4) A HANO Housing Choice Voucher Participant
5) a) A very low-income resident of Orleans Parish (one whose family income does not exceed the limits outlined above).
   b) A low-income resident of Orleans Parish (one whose family income does not exceed the limits outlined above).

*Source – HUD FY 2012 Income Limits Documentations System, http://www.huduser.org/portal/datasets/il/il12/index.html

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SECTION 3 EMPLOYMENT ACTION PLAN

(Note: FINAL PLAN WILL BE INCORPORATED INTO CONTRACT, IF AWARDED.)

Provide a written Plan describing the process and steps that will be taken to ensure that the requirements relative to the hiring of Section 3 residents will be met. Include in the description what specific actions will be taken to ensure that subcontractors comply with the requirements. The description must outline specific steps to be taken and detail the program or strategy to be employed to achieve the requirements. For construction and related contracts where the General Contractor is unknown at the bid/proposal stage, Respondent must outline a process for meeting the stated requirements and commit to providing a detailed job projection within 30 days of contract execution. Complete attached Employment and Training Schedule outlining job projections by category and anticipated timeline.

NOTE: This plan shall incorporate actions to be taken by the bidder's/offeror's proposed subcontractors/suppliers.

Name:_____ Title:_____ Date:_____

HANO
Housing Authority of New Orleans

HOUSING AUTHORITY OF NEW ORLEANS

SECTION 3 TRAINING ACTION PLAN

(Note: FINAL PLAN WILL BE INCORPORATED INTO CONTRACT, IF AWARDED.)

Provide a written Plan describing the process and steps that will be taken to ensure that the requirements relative to pre-apprenticeship training, apprenticeship training, paid and unpaid internships of Section 3 residents will be met. Include in the description what types of internships, trainings, trades and the specific actions that will be taken to ensure that subcontractors comply with the requirements. The description must outline specific steps to be taken and detail the program or strategy to be employed to achieve the requirements. For construction and related contracts where the General Contractor or subcontractors are unknown at the bid/proposal stage, Respondent must outline a process for meeting the stated requirements and commit to providing a detailed job projection within 30 days of contract execution. Complete attached Employment and Training Schedule outlining job projections by category, internships, pre-apprenticeship trainings, apprenticeship trainings and anticipated timeline.

NOTE: This plan shall incorporate actions to be taken by the bidder's/offeror's proposed subcontractors/suppliers.

Name:_____Title:_____Date:_____

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CONTRACTING ACTION PLAN FOR SECTION 3/DBE/WBE

(FINAL PLAN WILL BE INCORPORATED INTO CONTRACT, IF AWARDED.)

Provide a written Plan describing the process and steps that will be taken to ensure that the requirements relative to contracting with Section 3 businesses, Minority and Women Business Enterprises will be met. Include in the description what specific actions will be taken to ensure that subcontractors comply with the requirements. The description must outline specific steps to be taken and detail the program or strategy to be employed to achieve the requirements. Provide an outline of the specific contracts that will be awarded to Section 3/DBE/WBE businesses, if known. Use additional sheets of paper, if necessary.

NOTE: This plan shall incorporate actions to be taken by the bidder's/offeror's proposed subcontractors/suppliers.

Name:_____ Title:_____ Date:_____

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LIST OF CORE EMPLOYEES

CONTRACT EXECUTION DATE:_____

List all regular, permanent employees who are currently performing work, or who normally perform work for your company when work is available. Duplicate form if additional space is needed.

EMPLOYEE NAME/ADDRESS	DATE OF HIRE	JOB CLASSIFICATION
Example: John Doe 1515 Mockingbird Lane City, State	10/10/00	Plumber

Core Employee: Contractor's regular, permanent employee who normally performs work for the contractor when work is available.

Name:_____Title:_____Date:_____

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CONTRACTING SCHEDULE

Contracting Schedules that do not reflect a level of participation that meets or exceeds the stated requirements may cause the bid to be deemed non-responsive. Section 3, DBE, and WBE firms not certified by HANO shall not be included on this schedule and shall not be counted towards the participation requirements. Duplicate form if additional space is needed.

ITEM #	DESCRIPTION OF WORK TO BE PERFORMED	NAME AND ADDRESS OF COMPANY TO BE USED TO PERFORM THE WORK	TYPE OF WORK TO BE PERFORMED			TOTAL ESTIMATED AMOUNT OF WORK TO BE PERFORMED		
			LABOR	MATERIALS	BOTH	SECTION 3	DBE	WBE
EXAMPLE	PAINTING	John Doe Resident Owned Painter, Inc. New Orleans, LA			X	$50,000		
1.								
2.								
3.								
4.								
5.								
6.								
7.								

Summary:

1) Total Amount to be Awarded to Section 3 Business Concern: $_____ Percentage of Total Contract Amount _____%

2) Total Amount to be Awarded to DBE: $_____ Percentage of Total Contract Amount _____%

2) Total Amount to be Awarded to WBE: $_____ Percentage of Total Contract Amount _____%

Name:_____ Title:_____ Date:_____

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Housing Authority of New Orleans

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SECTION 3 EMPLOYMENT AND TRAINING SCHEDULE

IFB NO. _____

Employment and Training Schedules that do not reflect a level of participation that meets or exceeds the stated requirements may cause the bid to be deemed non-responsive. Duplicate form if additional space is needed. The Section 3 requirements set forth in this policy are

Job Category	Total Estimated Positions Needed for Contract	Total Estimated Number of Workforce Manhours Needed for Contract	Total Number of Positions Currently Occupied by Core Employees	Total Estimated Number of Workforce Manhours to be Performed by Current Core Employees	Total Estimated Number of Workforce Manhours to be Performed by Section 3 Residents	Training Plan			
						List Types of Pre-Apprenticeship and Apprenticeship Trainings That Will Be Provided to Section 3 Employees/HANO Residents	**Number of "On The Job Training" Positions Available to Section 3 Residents**	**List The Name Of The Training Program Provider**	**What Type of Certification Will Be Provided At The Completion of Training**
Ex. Clerical	**2**	**80 hours**	**1**	**50 hours**	**30 hours**		**1**		

Name:_____**Title:**_____**Date:**_____

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LETTER OF INTENT – Subcontractor Commitment Form

To: _____ IFB#_____
Name of Prime Contractor

The undersigned will enter into a signed agreement with the Prime Contractor listed above. Copies of agreements including, but not limited to joint ventures, subcontracts, supplier agreements or purchase orders referencing the IFB, RFP, RFQ, or Purchase Order Number shall be forwarded to HANO at:

Housing Authority of New Orleans
4100 Touro Street
New Orleans, Louisiana 70122
Attn: Section 3/DBE/WBE Coordinator

Name of Subcontractor_____

Description of Work to Be Performed by Subcontractor _____

Contract Value (inclusive of change orders) $_____

Term of Contract (include start and end dates) _____

Subcontractor Status (Section 3, DBE, WBE) _____

By:_____
Prime Contract Signature

_____
Printed or Typed Name

Title: _____

Date: _____

If a corporate seal is not affixed, this document must be notarized. Provide Letter of Intent on Company Letterhead.

Subscribed and sworn to (Notary Public)
(Seal)
before me this _____day of _____, 20____

My Commission expires: _____

Date Executed:_____

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Housing Authority of New Orleans

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STATEMENT OF UNDERSTANDING

IFB NO. _____

Under penalties of perjury, as prescribed in 18 U.S.C. 1001, the undersigned certifies that it:

- Has prepared and submitted its bid/proposal to HANO with a full understanding of HANO's requirements with respect to employment, training, and contracting with Section 3 residents, Section 3 business concerns, Disadvantaged Business Enterprises (DBEs), and Women Business Enterprises (WBEs); and
- Agrees to act in good faith to ensure that the specified requirements relative to employment, training, and contracting are met; and
- The representations contained in the Section 3 Employment and Training Action Plan submitted with the bid/proposal are true and correct as of this date; and
- Proposes to use the services of the Section 3 business concerns, DBEs, and WBEs listed in the Contracting Action Plan; and
- Will not alter the level of employment, training, and contracting with Section 3 residents, Section 3 business concerns, DBEs, and WBEs identified in the Section 3 Employment and Training Schedule and in the Contracting Schedule without prior written notice to HANO; and
- Agrees to provide regular compliance reports to HANO, at the intervals specified by HANO and in the format specified by HANO; and
- Will monitor, ensure, and report subcontractor compliance with respect to HANO's employment and contracting requirements;
- Will provide HANO with documentation in the format and timeframe requested by HANO, such as subcontractor certifications, employee income verifications, etc. to confirm eligibility of those employees, trainees, subcontractors claiming Section 3, DBE, and/or WBE status.

_____
Bidder's/Offeror's Name

By:_____
Signature

_____
Printed or Typed Name

Title: _____

Date: _____

If a corporate seal is not affixed, this document must be notarized.

Subscribed and sworn to (Notary Public)
(Seal)
before me this _____day of _____, 20_____

My Commission expires: _____

Date Executed:_____

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HOUSING AUTHORITY OF NEW ORLEANS

Contractors Section 3 Employment and Training Compliance Report

Reporting Period: _____

To be submitted before 5:00 p.m. on the first business day of the month

Prime Contractor: _____ Contract No.: _____

Contract Start Date: _____ Contract Completion Date: _____

Craft/Trade	Total Number of New Hires	Tier 1 Residents Hired	Tier 2 Residents Hired	Tier 3 Residents Hired	Tier 4 Residents Hired	Tier 5 (a) Residents Hired	Tier 5 (b) Residents Hired	Total Number of Section 3 Residents Hired*	Percentage of Section 3	Total Number of Section 3 Residents in Apprenticeship Programs
Example: Laborer	6	2	1	0	0	3	0	6	100%	2

Name:_____ Title:_____

Date:_____

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Employer Paid Training Report

To be submitted before 5:00 p.m. on the first business day of the month

Employee Training

Employee Name: _____ Position: _____

Employer: _____

TRAININGS CLIENT ATTENDED	PROVIDER	TRAINING DATES	# OF TRAINING HOURS	TOTAL COST OF TRAINING & TRAINING MATERIALS
1)				
2)				
3)				
4)				
5)				
6)				
7)				
8)				
9)				
10)				

** You must attach Training agenda as well as proof that your organization paid for the training such as Receipt, Copy of Check, Purchase Order, etc.**

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Section 3 Manhour Report

To be submitted before 5:00 p.m. on the first business day of the month

Contractor: _____ Contract No.: _____

Contract Start Date: _____ Contract Completion Date: _____

Report for month of: _____ 20_____

Identify all Section 3 residents who have performed work in connection with this project to date. All Section 3 employees must appear on the Certified Payroll Form.

Name Address, City/State Last 4 of Social Security#	Referral Source	Section 3 Category Preference	Number of Manhours Worked This Period	Hire Date	Termination Date	Total Number Man-hours

For the period of this report, indicate:

Total Number of Manhours Worked by all Employees: _____

Total Number of Manhours Worked by Section 3 Employees: _____

Total Percentage of Manhours Worked by Section 3 Employees: _____

Name: _____

Title: _____

Date: _____

****Attach Section 3 Resident Certification Forms for each new hire reported.**

Board Approved March 13, 2012

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HOUSING AUTHORITY OF NEW ORLEANS

Contracting Compliance Report

To be submitted before 5:00 p.m. on the first business day of the month

Contractor: _____ Contract No.: _____

Contract Start Date: _____ Contract Completion Date: _____

Original Contract Amount: $_____

Current Contract Amount (Including Change Orders): $_____

Report for month of: _____ 20_____

List all Section 3/DBE/WBE Subcontractors and Suppliers utilized on this contract to date. Copies of all subcontract/supplier agreements executed during this reporting period must be submitted with report. Make copies of form if additional space is needed.

Name of Subcontractor/Supplier	Indicate HANO Certification (DBE/WBE/ Section 3)	Scope of Work Performed	Total Subcontract Amount Including Change Orders	Amount Paid this Period	Amount Paid To Date	Balance Due

Total Amount Paid to Contractor by HANO:

This Period: $_____ To Date: $_____

Total Amount Paid by Contractor to Section 3 Business Concerns:

This Period: $_____ To Date: $_____

Total Amount Paid by Contractor to DBEs:

This Period: $_____ To Date: $_____

Total Amount Paid by Contractor to WBEs:

This Period: $_____ To Date: $_____

Name: _____

Title: _____

Date: _____

HANO
Housing Authority of New Orleans

Section 3
Employment and Training Assessment

This Assessment is designed to capture potential Section 3 Certified candidates' employment interest, work experience and training information. Information will be forwarded to employers based upon the skills required for the open positions. Applicants will be considered for positions without regard to race, color, religion, sex national origin, age or marital status.

Personal Information

Name_____Date_____

Address_____

City_____State_____ Zip_____

Home Telephone _____Alt. Telephone_____

Current Age_____ Date of Birth_____

Do you reside at a HANO affordable housing site? ( ) YES ( ) NO

If Yes, Which Site: _____ Name of Head of Household _____

Are you a HANO Housing Choice Voucher Participant ( ) YES ( ) NO

If Yes, Name of Head of Household _____

Do you reside at a federally supported housing unit? ( ) YES ( ) NO

Are you a HUD Youth Build Participant? ( ) YES ( ) NO

Education

Highest Level of Education (Grade Completed) _____

High School Diploma _____ GED _____ Some College_____

College_____ List Degree _____ Year Completed _____

Name of last School Attend_____City_____State_____

Last Year Attended_____

Employment

1. Have you ever worked before? Yes_____ No_____
2. Are you currently working? Yes_____ No_____ Full Time _____ Part Time_____
3. Current Job Title_____ Hourly Rate_____
4. Have you ever completed an occupational skills training? If so, what, when and where.

_____

5. Do you have an occupational skills credential/license? If so, what and expiration date.

_____

6. Have you ever participated or completed work readiness training? If so, when.

_____

7. Are there any problems or issues that may prevent you from working consistently? If so, explain.

_____

8. What type of environment would you like to work in? ____Indoors ____Outdoors

9. What types of machinery/office equipment to you know how to operate?

_____

_____

_____

Employment History

Name of Employer Address/ City/State	Dates of Employment Start/End	Job Title	Beginning Hourly Rate Ending Hourly Rate	Reason For Leaving

Transportation

1. Do you have a valid driver's license? Yes_____ No_____ State_____

2. Do you own a car or have access to reliable transportation to get to and from work?

Yes _____ No_____ If yes, make /model/year of car.

_____

If no vehicle or license, what is your primary means of transportation? _____

References: **DO NOT INCLUDE RELATIVES.**

Name_____

Address_____

City_____State_____ Zip Code_____

Telephone _____ Position/Relationship_____

Name_____

Address_____

City_____State_____ Zip Code_____

Telephone _____ Position/Releationship_____

Name_____

Address_____

City_____State_____ Zip Code_____

Telephone _____ Position/Releationship_____

Signature: _____ Date: _____

Print Name: _____

SKILLS ASSESSMENT

I. Place an (X) on the area(s) in which you have skills and list the number of years of experience.

Trade	# Of Years Experience	Trade	# Of Years Experience
Carpentry		***Drywall***	
Form Carpentry		Painting	
Cement Forms Finisher		Drywall Hanger	
Rough Frame Carpentry		Drywall Finisher	
Finish Carpentry			
Finish Interior Carpenter		***Flooring***	
Finish Exterior		Carpet Installation	
Door Installation		Tile Setting	
Window Installation		Wood Flooring Installation	
Machine Operation		***Misc. Items***	
Forklift		Appliance Installation	
Boom/lift		Fencing	
Bob Cat		Landscaping	
Back Hoe		Plumbing	
Excavator		Plumbing Fixture Install	
Sweeper		Janitorial	
		HVAC	
Electrical		Security	
Electrical (wiring)		General Labor	
Electrical (Connection)		Other 1	
Electrical (Fixture Install)		Other 2	
		Other 3	
Concrete / Masonry		Other 4	
Cement			
Steel Setter			
Business	# Of Years Experience	List any Other Field	# Of Years Experience
Administrative Assistant			
Accountant			
Architect			
Engineer			
Social Service			
File Clerk			
Legal Aid Assistant			
Receptionist			
Mail Clerks			
Clerical Assistant			
Customer Service Rep			
Project Assistant			

I. Please place an (X) by the area(s) in which you are interested in training.

	Carpentry		Electrical		Painting
	Carpet Installation		Cement / Masonry		Fencing
	Drywall		Landscaping		Plumbing
	Tile Setting		Wood Flooring installation		Iron Work
	Machine Operation		HVAC		Appliance Installation
	Bricklaying		Janitorial		General labor
	Security		Window Installation		Door Installation
	Fixtures Installation		Other		

	HAZMAT		LIST OTHERS		
	HAZWOPER				
	Truck Driving				
	OSHA				
	Pipe laying				
	Green Construction				

II. Comments

COMMUNITY WORKFORCE AGREEMENT

The Community Workforce Agreement (herein referred to as "CWA") is entered into this _____ day of _____, 20____, by and between the _____ (hereinafter referred to as "Owner") its successors or assigns, and the Southeast Louisiana Building and Construction Trades Council (hereinafter referred to as "Council"), on behalf of its Affiliated Local Unions, whose names appear on the attached signatory page of Affiliated Local Unions (hereinafter collectively called "Union" or "Unions"), with respect to construction work of the _____ being built (as defined herein, as being all site preparation work, all construction and any other related improvements or alterations on the "Project Site," but excludes the ordinary and customary delivery of utilities to the Project).

It is understood by the parties to this CWA that this agreement requires that any contractor, and/or subcontractor, at whatever tier, which works on the Owner's premises or any office or store within the property (including, but not limited to, the inside and outside of _____ and the property's surrounding these environs without regard to the type of arrangement which any vendor may have with the Owner, as its designated representative or its subcontractor) must agree to execute and be bound by the terms of this CWA prior to beginning any work on the Project. The Owner or its designee shall monitor compliance with the CWA by all Contractors which through their execution of the CWA, together with their subcontractors, have become bound hereto.

The term "Contractor" shall include all Contractors and subcontractors of whatever tier engaged in construction work within the scope of this CWA, including any General Contractor, Project Manager and Construction Manager when they perform construction within the scope of this CWA.

The Union and the Owner agree to abide by the terms and conditions contained in this CWA with respect to the administration of the CWA by the General Contractor, Project Manager and/or Construction Manager and the performance of the construction by the Contractor(s). No practice, understanding or agreement between a Contractor and a Union party, which is not explicitly set forth in this CWA, shall be binding on any other party unless endorsed in writing by the Owner and the Council.

ARTICLE I
PURPOSE

The timely and successful completion of the Project is of vital importance to all the people of the community in which it is located. Therefore, it is essential that the construction work be done in an efficient and economical manner in order to secure optimum productivity and to eliminate any delays in the work. In recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of the CWA, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Specifically, the parties hereby adopt, and agree to be bound by, the grievance procedure set forth in this CWA. Therefore, during the life of this Agreement, the Unions and the Council agree they will not collectively or individually incite, organize, coordinate, lead, recognize, engage in, participate in, encourage, or condone any strike, work slowdown, withholding of services, work stoppage, sympathy strike, economic or unfair labor practice strike, refusal to work, walkout, handbilling, picketing, including informational picketing, or other interference with work at the Project Site (collectively "Job Action"), whether or not such action is subject to the dispute resolution procedures set forth in this CWA, and it is expressly agreed that any such action is a breach of this CWA. Each Union, the Council and their officers, business agents and other authorized representatives, shall take immediate action to prevent, end or avert any Job Action or threat thereof. The Unions and the Council shall not sanction a picket or pickets on or withdrawal of employees from the Project during the term of this CWA.

The Project Manager and Employers shall not cause, incite, encourage or participate in any lockout of employees during the term of this CWA. Lockout does not refer to discharge, termination or layoff of employees for any reason in the exercise of rights set forth in this CWA.

ARTICLE II
SCOPE OF AGREEMENT

Section 1. This CWA shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as: [list all aspects of the construction work involved (To be negotiated)]

It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this CWA, to accept and be bound by the terms and conditions of this CWA by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall assure

compliance with this CWA by the Contractors. It is further agreed that, where there is a conflict, the terms and conditions of the CWA shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTD Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, 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, and the National Agreement of the International Union of elevator Constructors, with the exception of Article V, VI and VIII of the CWA, which shall apply to such work.] [It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this CWA, neither the Project Contractor nor the Contractors will be obligated to sign any other local, area, or national agreement.]

Section 2. 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.

Section 3. This CWA shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.

Section 4. 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 CWA; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this CWA, should it be designated the successful bidder.

Section 5. Items specifically excluded from the scope of this CWA include but are not limited to the following: [list all items to be excluded (To be negotiated)].

Section 6. The provisions of the CWA shall not apply to _____ (Owner), and nothing contained herein shall be construed to prohibit or restrict _____ (Owner) or its employees from performing work not covered by this CWA on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or contractors and accepted by the Owner, the CWA will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of the CWA.

Section 7. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 8. It is understood that the liability of any employer and the liability of the separate unions under this CWA shall be several and not joint. The unions agree

that this CWA does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

ARTICLE III
UNION RECOGNITION AND EMPLOYMENT

Section 1. The Unions are recognized by the Contractor as the source of employment referrals. The appropriate Unions will be contacted and shall refer all applicants for employment to this project according to the standards or criteria uniformly applied to this CWA.

The above shall not restrict the Contractor from soliciting and hiring qualified personnel from any other source, provided the Unions are unable to fulfill manpower requirements within forty-eight hours, emergencies excluded.

The Contractor agrees to be bound by the hiring practices in the local area not inconsistent with the terms of this Agreement.

Section 2. Applicants for various classifications covered by the CWA required by the Contractor on the Project shall be handled in accordance with the hiring procedures set forth within this CWA. The Contractor shall have the right to determine the competency of all employees, the right to determine the number of employees required and shall have the sole responsibility for selecting the employees to be laid off.

Section 3. All employees covered by this CWA shall be subject to the Union security provisions contained in this CWA.

Section 4. All Affiliated Local Unions shall not knowingly refer to a Contractor working under this CWA employees currently employed by another Contractor working under this CWA.

Section 5. The Local Unions will exert their utmost efforts to recruit sufficient number of skilled craftsmen to fulfill the manpower requirements of the Contractor.

Section 6. The quantity of General Foremen and Foremen and the levels of such Foremen classifications shall be the sole responsibility of the Contractor Employer. All such Foremen shall take orders from Supervisors designated by the Contractor Employer. All such Foremen shall be responsible for all work performed by Employees under their supervision. General Foremen and Foremen shall be selected by the Contractor Employer, Contractor or subcontractor, from the respective craft jurisdiction. General Foremen and Foremen may be selected by name at the Contractor Employer's sole determination. The Contractor Employer may require Foremen to be working Employees.

Section 7. All parties agree to make a good faith effort to refer on a priority basis, consistent with the non-discriminatory referral procedures of the hall, qualified and available, and bonafide New Orleans City Residents for Project Work.

The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired five (5) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work lists(s). For the duration of the Contractor's work, the ration shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced I the same ratio of core employees to hiring hall referrals as was applied in the initial hiring.

Core not in other CWA

The Contractor shall notify the appropriate Union of the name and social security number of each direct hire and each direct hire shall register with the Union's hiring hall before commencing Project work. If there is any question regarding an employee's eligibility, the City Representative, at a Union's request, shall obtain satisfactory proof of such from the Contractor.

Section 8. APPRENTICES

(a). Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry, the Contractor will employ apprentices in their respective crafts to perform such work as is within their capabilities which is customarily performed by the craft in which they are indentured. The Contractor may utilize apprentices and such other appropriate classifications as are contained in an applicable current local Collective Bargaining Agreement, in a ratio consistent with state and federal law. Further, apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the laws of the Commonwealth and practice in the area.

(b). The parties recognize that the size and scope of the Project, the number of craftsmen and others expected to be employed in order to complete work in a timely fashion, and the extended period of time during which the construction will be underway, should provide significant employment opportunities for qualified persons. Equally important, the parties recognize that persons currently lacking the basic skills and qualifications to enter skilled apprenticeship programs will have the opportunity through such basic training programs as have been established by, or with the cooperation of, the Building Trades Unions to obtain the requisite qualifications and be considered for employment on the Project. The parties will endeavor to support such Programs and employ participants and graduates of such Programs consistent with the hiring obligations of this Agreement and the needs of the Contractor for skilled and experienced craftsmen and apprentices. In furtherance of the Project's Section 3 goals, the parties agree to establish, create, sponsor, organize, administer, and fund a pre-

apprenticeship and apprenticeship program for the primary benefit of persons who meet the definition of "Section 3 Resident" as the term is defined at 24 CFR 135.5. Such pre-apprenticeship program shall be referred to as the "Project Apprenticeship Program" or "PAP". The PAP shall be an apprenticeship program and shall at a minimum, provide a course of pre- apprenticeship training and instruction that includes and incorporates the minimum standards specified at Appendix A to this Agreement. In addition, the parties agree to make best faith efforts to ensure that each Section 3 Resident participant will receive a certificate of completion at the successful completion of the pre-apprenticeship portion of the PAP; and, for a period not less than two years from the issuance date of the certificate, that any Section 3 Resident certificate of completion holder shall receive priority status by the Union with respect to: the application to and acceptance within any available apprenticeship program organized and conducted by any party to this Agreement; and any offers of apprenticeship-related job opportunities at the Project.

(c). Project Apprenticeship Program Pre-Apprenticeship Program Minimum Standards

1. Use community-based organizations and local networks for outreach;

2. Develop comprehensive assessment tools to measure applicants' competencies and required skills for relevant building trades;

3. Jointly develop instructional training modules that include hands on learning, visiting construction sites as well as apprenticeship training programs, visits from representatives from the construction industry and classroom lecture;

4. Coordinate at least a six to eight week training curriculum that includes:
   a. Hard skills of the building trade
   b. Soft skills for the trade - literacy, math/algebra, ESL
   c. Job Readiness skills - work ethic, getting child care in order, transportation, awareness of limitations of convicted felons
   d. Life skills - skills to learn to manage your life so you can show up to work, physical fitness, counseling, diversity and sexual harassment training
   e. Entry Requirements - exam and application submission preparation (e.g. drug testing, apprenticeship interview skills, etc.)

5. Provide stipends for participants to assist with childcare, transportation and other related costs;

6. Pre -screen and assess participants' employability skills, and professional and personal goals using an Individual Employment Plan (IEP);

7. Provide referral and/or wrap around services by partnering with local community service providers to help program participants obtain necessary eligibility requirements, case management and other social services;

8. Provide acceptance into apprenticeship programs with job placement and services; and

9. Follow up after 90 days, 6 months, and one year to see if participants are still employed and if the preparation of the apprenticeship program is effective

NOTE: The Southeast Louisiana Building & Construction Trades Council has agreed to train Apprentices for this project on the site, which will be determined by HANO.

Section 9. The Contractor is required to attend a pre-job conference(s), including craft work assignments, for all work performed under this CWA. It is the responsibility of the contractor to notify the Union of all work being performed under this CWA for purposes of the pre-job conference(s). A pre-job conference outline can be obtained from the Council office.

ARTICLE IV
UNION REPRESENTATION

Section 1. Authorized representatives of the Union shall have access to the Project for the purpose of investigating, adjusting, or processing a grievance or dispute, ascertaining compliance with this CWA or investigating working conditions, provided they do not interfere with the work of employees and further provided that such representatives must first report to and sign in at the Project security shack prior to accessing the Project, or if there is no such security shack, the representative must check in with the appropriate contractor prior to accessing the Project and the representatives must fully comply with the posted reasonable visitor and security and safety rules of the Project set forth by the Owner or its representative.

Section 2. The Council shall designate one (1) union Jobsite Representative for this CWA. The Jobsite Representative shall have the qualifications to provide leadership, maintain harmonious relations among employees and with the Contractor and shall conduct business in a respectful and business-like manner. He shall be a qualified working craftsman, designated to act as a representative of the Council relative to the application of this CWA with the signatory contractor.

The Jobsite Representative shall be allowed a reasonable amount of time during the work day to conduct Union business and shall have access to a telephone to contact the Council when in need of assistance or direction. His union duties shall not unduly interfere with the performance of his work assignments.

The Jobsite Representative shall be the last journeyman to be laid off in his craft, provided that he is qualified to perform the required work. The Council shall be notified by the Contractor prior to the Jobsite Representative being laid off or terminated.

Should the Jobsite Representative fail to provide leadership and maintain harmonious relations among the employees and the Contractor, the Council may designate a new Jobsite Representative at their discretion.

ARTICLE V
MANAGEMENT'S RIGHTS

Section 1. The Owner and each Contractor retains full exclusive authority for the management of its operation. Except as expressly limited by other provisions of this CWA, the Contractor retains the right to direct the work force, including the hiring, promotion, layoff, discipline or discharge for just cause of its employees; the selection of Foremen, the schedule of work, the promulgation of reasonable work rules; and the requirement of overtime work, the determination of when it shall be worked, and the number and identity of employees engaged for such work. No rules, customs or practices which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed. The Contractor may utilize any methods or techniques of construction so long as they are reasonable and safe within the particular circumstances.

Section 2. Except as otherwise expressly stated in this CWA, there shall be no limitation or restriction upon the Contractor's choice of materials or design, upon the full use and installation of equipment, machinery, package unites, pre-cast, pre-fabricated, pre-finished or pre-assembled materials, tools or other labor-saving devices. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 3. Except as otherwise expressly stated in this CWA, it is recognized that the use of new technology, equipment, machinery, tools and/or labor-saving devices and methods of performing work may be initiated by the Contractor from time to time. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods. If there is any disagreement between the Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve an/or arbitrate the dispute as set forth in this CWA.

ARTICLE VI
WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this CWA there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, Local Union or employee to cross any picket line established at the project site is a violation of this Article.

Section 2. The Council and its applicable Local Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge and if justifiable discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

ARTICLE VII
DISPUTES AND GRIEVANCES

Section 1. This CWA is intended to provide close cooperation between management and labor. The Council will assign a jobsite representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays or work stoppages.

Section 2. The Contractors, Unions and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this CWA (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures.

Section 4. It is specifically agreed that all grievances on any work covered by this Agreement shall be handled under this procedure. No such grievance shall be recognized unless called to the attention of one party or the other, within five (5) working days after the occurrence of the events giving rise to the grievance. All notifications to proceed to the next step or settlement of any grievances shall be submitted in writing. Failure by the grieving party to submit his grievance in writing or his notice to proceed to the next step in writing, within the designated time will render the grievance void. Grievances shall not cause any interference in the progress of the work.

Grievances shall be settled according to the following procedures:

Step 1. 7

The Steward, within five (5) days of the event giving rise to the grievance, will discuss the complaint with the Contractor Employer's designated representative including the crew foreman. If the grievance is not satisfactorily resolved within five (5) days from the commencement of Step 1, then the matter shall be reduced to writing, citing the Article and Section of this Agreement that has allegedly been violated; and referred to the Union Representative and the Contractor Employer's designated representative.

Step 2.

The Union Representative and the Contractor Employer's Representative shall attempt to resolve the grievance at the project level. If agreement is not reached within ten (10) working days of receipt of the written grievance, this grievance may be referred to Step 3 upon written request to either party.

Step 3.

If the issue is not resolved within ten (10) working days after receipt of referral, the Contractor Employer(s) and the Union(s) shall select a mutually acceptable arbitrator. If a mutually acceptable arbitrator cannot be named, the Contractor Employer(s) and the Union(s) shall select an arbitrator by alternatively striking names from a list of seven (7) arbitrators to be supplied by the Federal Mediation and Conciliation Service, or the American Arbitration Association. The first opportunity to delete from such list shall be determined by lot. Cost of the arbitrator shall be borne entirely by the losing party. The arbitrator shall have authority to make final and binding decisions on issues presented to him concerning the interpretation or application of the provision(s) of this Agreement. The arbitrator shall have no authority to change, amend, add to, ignore, or detract from any of the provisions of the Agreement.

ARTICLE VIII
JURISDICTIONAL DISPUTES

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

Section 2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and Employers shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department of any other plan or method of procedure that may be adopted in the future by the building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this CWA.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractors' assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. A pre-job conference shall be held after the award of the contract and prior to the commencement of each Construction Contract. Such conference shall be attended by a representative each from the participating Contractor(s), including

all sub-contractors, and Union(s) and the Project Manager. All efforts will be made to hold the pre-job conference in sufficient time to ensure all parties the ability to properly raise and resolve any issue that may arise out of such meeting, with a goal that such conferences will be held at least ten (10) days before the work commences.

ARTICLE IX
WAGES, BENEFITS AND WORKING CONDITIONS

Section 1. All employees covered by the CWA shall be classified in accordance with work performed and paid the base hourly wage rates and work under the terms and conditions of employment for those classifications as specified in attached appendices.

Section 2. The Contractor agrees to pay contributions to the established employee benefit funds n the amounts designated in the attached appendices.

Section 3. The Contractor adopts and agrees to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor authorizes the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by the Contractor.

Section 4. If during the term of this CWA, any collective bargaining agreement of a specific craft or Union expires without renewal, extension or replacement, there shall be no work stoppage or lockout. In such event, employees will continue to be employed under the expired collective bargaining agreement, including wage rates and fringe benefits until new rates and fringe benefits are formally agreed upon. New rates and fringe benefits will take effect as specified in the applicable new collective bargaining agreement and will be paid, by the Employer, retroactive to the date of expiration of the old agreement unless otherwise provided in the new collective bargaining agreement.

Section 5. There shall be no restriction, other than that which may be required by safety regulations, on the number of employees assigned to any crew or to any service.

Section 6. Each employee is expected to work a full day's work for a full day's pay and any violation of the work starting and stopping times as set forth in this CWA will be grounds for termination.

Section 7. See Appendix B – Craft Wages and Benefits

ARTICLE X
HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1. The work week shall consist of forty hours, Monday through Friday. The standard work day shall consist of eight hours of work between the hours of 7:00 AM and 3:30 PM, with one-half hour unpaid lunch to be taken between 12:00 PM and 12:30 PM. The standard work day may be changed upon mutual agreement of the parties. The parties further agree to hold a pre-job conference prior to the commencement of work under this CWA, and at other times as they may mutually agree, in order to review and reconsider this Section of the CWA.

Section 2 (a) Overtime pay shall be paid at a rate of one and one-half times (1-1/2 X) the regular rate of pay on Saturdays or after 8 hours on a work day (Monday through Friday) to each job classification performing work under this CWA.

Section 2(b). All work performed on Sundays or Holidays (as stated in Section 5), or days celebrated as such, shall be paid at two times (2 X) the regular rate of pay. When any of the above Holidays fall on a Saturday, it will be observed on the preceding Friday. If the Holiday occurs on a Sunday, the following Monday will be observed as the Holiday.

Section 3. It shall not be a violation of this CWA if the contractor considers it necessary to suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked: provided, however, that where the Contractor requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their base hourly rate of pay.

Section 4. Shift differential will be in accordance with the attached appendices for their respective job classifications.

Section 5. Recognized holidays shall be: New Year's Day, Mardi Gras Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day. If a Holiday falls on Saturday, it will be observed on Friday. If the Holiday falls on Sunday, it will be observed on Monday.

Section 6. Show up time - When employees are directed to report to a job and do not start work due to weather conditions, lack of material, or other causes beyond their control, they shall receive two (2) hours at regular rate of pay. If employee commenced work, said employee will receive a minimum of four (4) hours of pay. If an employee reports to the job site and is put to work, the employee shall receive not less than four (4) hours at the regular rate of pay. To receive these guarantees, the employee may be required to remain on the job at the option of the employer.

ARTICLE XI
SAFETY, PROTECTION OF PERSON AND PROPERTY

Section 1. In accordance with the requirements of the State, Federal and Local Occupational Safety and Health Acts or their equivalent, it shall be the exclusive responsibility of each Contractor on the job site to ensure safe working conditions for its employees and their compliance with any safety rules contained herein or established by the Owner, Construction Manager or Contractor, provided, however, it is understood that the employees have an obligation as set forth in Section 2 below.

Section 2. Employees must use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and _____.

Section 3. Employees covered by the terms of this CWA shall at all times while in the employ of the Contractor be bound by the reasonable safety, security, and visitor rules as established by the Owner or Contractor, or their designees in accordance with applicable State, Federal and local safety and health statutes and regulation. These rules will be published and posted in conspicuous places throughout the Project.

ARTICLE XII
SECURITY OF MATERIAL, EQUIPMENT AND TOOLS

The inspection of incoming shipments of equipment, apparatus, machinery and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice to the extent that such job classification(s) is (are) not expressly covered by this CWA. All employees shall comply with reasonable security procedures established by the Owner or Contractor and/or its designee and approved by the Council.

ARTICLE XIII
HELMETS TO HARDHATS

Section 1. The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The employers and Unions agreed to utilize the services of the Center for Military, Recruitment, Assessment and Veterans Employment (hereinafter "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 network, employment opportunities and other needs as identified by the parties.

Section 2. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XIV
NO DISCRIMINATION

Section 1. The Owner, Contractor and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, veteran status or age in any manner prohibited by law or regulation.

Section 2. Any complaints regarding application of the provisions of Section 1 should be brought to the immediate attention of the involved Contractor entities for consideration and resolution.

Section 3. The use of the masculine or feminine gender in this CWA shall be construed as including both genders.

ARTICLE XV
SAVINGS AND SEPARABILITY

It is not the intention of any of the parties herein to violate any laws governing the subject matter of their CWA. The parties hereto agree that in the event any provisions of this CWA are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of this CWA shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this CWA. Further, the Owner, each Contractor and Union agree that if and when any and all provisions of this CWA are finally held or determined to be illegal or void by an agency or a Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

ARTICLE XVI
HANO REQUIREMENTS

This CWA must be governed by HANO's Employment, Training and Contracting Policy (See Appendix A). The mandates in HANO's Policy shall supersede any language in this CWA that is in contradiction or opposition to HANO's Policy.

* There will be a monthly meeting with the Housing Authority of New Orleans (HANO), the General Contractor, Sub-Contractors and Labor to make sure that all of the goals and requirements set forth in Appendix A are met.

ARTICLE XVII
MISCELLANEOUS

Section 1. Whenever the word "Contractor" is utilized herein, it is synonymous with the word "Subcontractor" (at whatever tier). The fact that the two words may appear in one sentence and not in another shall make no difference with respect to the application of this CWA.

Section 2. The Council and affiliated Unions will adhere to any drug or alcohol abuse policy that is mutually agreed upon between the Owner or Employer and the Council.

Section 3. This CWA is deemed to be made and shall be subject to, construed, and enforced in accordance with the laws of the State of Louisiana, and, where and to the extent appropriate, federal labor statutes. Venue and personal jurisdiction for a legal action relating to this CWA shall lie in a court of competent jurisdiction.

Section 4. This CWA is the coplete agreement of the parties with respect to all matters contained herein. No alterations, amendments or modifications hereof shall be valid unless executed by an instrument in writing. Neither this CWA, nor any term hereof, can be changed, modified or abandoned, in whole or in part, except by instrument in writing, and no subsequent oral agreement shall have any validity whatsoever.

Section 5. The parties agree that this CWA is intended to cover all matters about which the parties have desired to negotiate as of the date hereof and that, during the term of this CWA, neither the Contractors, the Owner, the Council, nor the Unions will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this CWA, except by mutual written agreement of the parties involved.

Section 6. No party shall be considered the drafter of this CWA.

ARTICLE XVIII

This Community Workforce Agreement shall be effective _____ 20___, and shall continue for the duration of the Project construction work described in Article II hereof. Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner and has received the final acceptance from the Owner.

CONTRACTOR or its Designee

By_____
Title

_____
Company

_____
Address

_____
Telephone Number

_____
Fax Number

SOUTHEAST LOUISIANA BUILDING AND CONSTRUCTION TRADES COUNCIL

By_____
President

APPENDIX A

HOUSING AUTHORITY OF NEW ORLEANS

EMPLOYMENT, TRAINING AND CONTRACTING POLICY

APPENDIX B

CRAFT WAGES AND BENEFITS

(See attachments)

COMMUNITY WORKFORCE AGREEMENT

The Community Workforce Agreement (herein referred to as "CWA") is entered into this _____ day of _____, 20____, by and between the _____ (hereinafter referred to as "Owner") its successors or assigns, and the Southeast Louisiana Building and Construction Trades Council (hereinafter referred to as "Council"), on behalf of its Affiliated Local Unions, whose names appear on the attached signatory page of Affiliated Local Unions (hereinafter collectively called "Union" or "Unions"), with respect to construction work of the _____ being built (as defined herein, as being all site preparation work, all construction and any other related improvements or alterations on the "Project Site," but excludes the ordinary and customary delivery of utilities to the Project).

It is understood by the parties to this CWA that this agreement requires that any contractor, and/or subcontractor, at whatever tier, which works on the Owner's premises or any office or store within the property (including, but not limited to, the inside and outside of _____ and the property's surrounding these environs without regard to the type of arrangement which any vendor may have with the Owner, as its designated representative or its subcontractor) must agree to execute and be bound by the terms of this CWA prior to beginning any work on the Project. The Owner or its designee shall monitor compliance with the CWA by all Contractors which through their execution of the CWA, together with their subcontractors, have become bound hereto.

The term "Contractor" shall include all Contractors and subcontractors of whatever tier engaged in construction work within the scope of this CWA, including any General Contractor, Project Manager and Construction Manager when they perform construction within the scope of this CWA.

The Union and the Owner agree to abide by the terms and conditions contained in this CWA with respect to the administration of the CWA by the General Contractor, Project Manager and/or Construction Manager and the performance of the construction by the Contractor(s). No practice, understanding or agreement between a Contractor and a Union party, which is not explicitly set forth in this CWA, shall be binding on any other party unless endorsed in writing by the Owner and the Council.

ARTICLE I
PURPOSE

The timely and successful completion of the Project is of vital importance to all the people of the community in which it is located. Therefore, it is essential that the construction work be done in an efficient and economical manner in order to secure optimum productivity and to eliminate any delays in the work. In recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of the CWA, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Specifically, the parties hereby adopt, and agree to be bound by, the grievance procedure set forth in this CWA. Therefore, during the life of this Agreement, the Unions and the Council agree they will not collectively or individually incite, organize, coordinate, lead, recognize, engage in, participate in, encourage, or condone any strike, work slowdown, withholding of services, work stoppage, sympathy strike, economic or unfair labor practice strike, refusal to work, walkout, handbilling, picketing, including informational picketing, or other interference with work at the Project Site (collectively "Job Action"), whether or not such action is subject to the dispute resolution procedures set forth in this CWA, and it is expressly agreed that any such action is a breach of this CWA. Each Union, the Council and their officers, business agents and other authorized representatives, shall take immediate action to prevent, end or avert any Job Action or threat thereof. The Unions and the Council shall not sanction a picket or pickets on or withdrawal of employees from the Project during the term of this CWA.

The Project Manager and Employers shall not cause, incite, encourage or participate in any lockout of employees during the term of this CWA. Lockout does not refer to discharge, termination or layoff of employees for any reason in the exercise of rights set forth in this CWA.

ARTICLE II
SCOPE OF AGREEMENT

Section 1. This CWA shall apply and is limited to all construction work (including, but not limited to, pre-operational testing, check-out and start-up, new construction, rehabilitation, renovation and parking lots in all areas of the Project and on and after the effective date of this CWA.

Section 2. It is agreed that all subcontractors of a Contractor, of whatever tier, who have been awarded contracts for work covered by this CWA on or after the effective date of this CWA shall be required to sign this CWA prior to beginning any work on _____ and its environs and must remain bound by the terms and conditions of this CWA while working on this Project.

Section 3. While the parties agree that if there is a conflict, the terms and conditions of this CWA shall supersede and override terms and conditions of any and all other national, area or local collective bargaining agreements, notwithstanding same, the parties also agree that there are a number of exceptions to this provision. These exceptions are for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, 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, and the National Agreement of the International Union of Elevator Constructors. The only sections of these specifically identified contracts which are not to be included in this CWA are their provisions governing work stoppages, lockouts and Grievance and Arbitration Provisions. The provisions governing these areas as they are stated in the instant Agreement shall supersede the exceptions.

Section 4. This CWA shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries or other ventures of any such party unless otherwise agreed.

Section 5. It is understood that the liability of any Contractor or subcontractor and the liability of the individual Unions signatory hereto under this CWA shall be several and not joint. The Unions agree that this CWA does not have the effect of creating any joint employment status between or among themselves, _____, any General contractor, Project Manager, Construction Manager and/or any Contractor or subcontractor.

ARTICLE III
UNION RECOGNITION AND EMPLOYMENT

Section 1. The Unions are recognized by the Contractor as the source of employment referrals. The appropriate Unions will be contacted and shall refer all applicants for employment to this project according to the standards or criteria uniformly applied to this CWA.

The above shall not restrict the Contractor from soliciting and hiring qualified personnel from any other source, provided the Unions are unable to fulfill manpower requirements within forty-eight hours, emergencies excluded.

The Contractor agrees to be bound by the hiring practices in the local area not inconsistent with the terms of this Agreement.

Section 2. Applicants for various classifications covered by the CWA required by the Contractor on the Project shall be handled in accordance with the hiring procedures set forth within this CWA. The Contractor shall have the right to determine the competency of all employees, the right to determine the number of employees required and shall have the sole responsibility for selecting the employees to be laid off.

Section 3. All employees covered by this CWA shall be subject to the Union security provisions contained in this CWA.

Section 4. All Affiliated Local Unions shall not knowingly refer to a Contractor working under this CWA employees currently employed by another Contractor working under this CWA.

Section 5. The Local Unions will exert their utmost efforts to recruit sufficient number of skilled craftsmen to fulfill the manpower requirements of the Contractor.

Section 6. The quantity of General Foremen and Foremen and the levels of such Foremen classifications shall be the sole responsibility of the Contractor Employer. All such Foremen shall take orders from Supervisors designated by the Contractor Employer. All such Foremen shall be responsible for all work performed by Employees under their supervision. General Foremen and Foremen shall be selected by the Contractor Employer, Contractor or subcontractor, from the respective craft jurisdiction. General Foremen and Foremen may be selected by name at the Contractor Employer's sole determination. The Contractor Employer may require Foremen to be working Employees.

Section 7. The Contractor is required to attend a pre-job conference(s), including craft work assignments, for all work performed under this CWA. It is the responsibility of the contractor to notify the Union of all work being performed under this CWA for purposes of the pre-job conference(s). A pre-job conference outline can be obtained from the Council office.

ARTICLE IV
UNION REPRESENTATION

Section 1. Authorized representatives of the Union shall have access to the Project for the purpose of investigating, adjusting, or processing a grievance or dispute, ascertaining compliance with this CWA or investigating working conditions, provided they do not interfere with the work of employees and further provided that such representatives must first report to and sign in at the Project security shack prior to accessing the Project, or if there is no such security shack, the representative must check in with the appropriate contractor prior to accessing the Project and the representatives must fully comply with the posted reasonable visitor and security and safety rules of the Project set forth by the Owner or its representative.

Section 2. The Council shall designate one (1) union Jobsite Representative for this CWA. The Jobsite Representative shall have the qualifications to provide leadership, maintain harmonious relations among employees and with the Contractor and shall conduct business in a respectful and business-like manner. He shall be a qualified working craftsman, designated to act as a representative of the Council relative to the application of this CWA with the signatory contractor.

The Jobsite Representative shall be allowed a reasonable amount of time during the work day to conduct Union business and shall have access to a telephone to contact the Council when in need of assistance or direction. His union duties shall not unduly interfere with the performance of his work assignments.

The Jobsite Representative shall be the last journeyman to be laid off in his craft, provided that he is qualified to perform the required work. The Council shall be notified by the Contractor prior to the Jobsite Representative being laid off or terminated.

Should the Jobsite Representative fail to provide leadership and maintain harmonious relations among the employees and the Contractor, the Council may designate a new Jobsite Representative at their discretion.

ARTICLE V
MANAGEMENT'S RIGHTS

Section 1. The Owner and each Contractor retains full exclusive authority for the management of its operation. Except as expressly limited by other provisions of this CWA, the Contractor retains the right to direct the work force, including the hiring, promotion, layoff, discipline or discharge for just cause of its employees; the selection of Foremen, the schedule of work, the promulgation of reasonable work rules; and the requirement of overtime work, the determination of when it shall be worked, and the number and identity of employees engaged for such work. No rules, customs or practices which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed. The Contractor may utilize any methods or techniques of construction so long as they are reasonable and safe within the particular circumstances.

Section 2. Except as otherwise expressly stated in this CWA, there shall be no limitation or restriction upon the Contractor's choice of materials or design, upon the full use and installation of equipment, machinery, package unites, pre-cast, pre-fabricated, pre-finished or pre-assembled materials, tools or other labor-saving devices. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 3. Except as otherwise expressly stated in this CWA, it is recognized that the use of new technology, equipment, machinery, tools and/or labor-saving devices and methods of performing work may be initiated by the Contractor from time to time. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods. If there is any disagreement between the Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve an/or arbitrate the dispute as set forth in this CWA.

ARTICLE VI
WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this CWA there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, Local Union or employee to cross any picket line established at the project site is a violation of this Article.

Section 2. The Council and its applicable Local Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge and if justifiable discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

ARTICLE VII
DISPUTES AND GRIEVANCES

Section 1. This CWA is intended to provide close cooperation between management and labor. The Council will assign a jobsite representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays or work stoppages.

Section 2. The Contractors, Unions and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this CWA (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures.

Section 4. It is specifically agreed that all grievances on any work covered by this Agreement shall be handled under this procedure. No such grievance shall be recognized unless called to the attention of one party or the other, within five (5) working days after the occurrence of the events giving rise to the grievance. All notifications to proceed to the next step or settlement of any grievances shall be submitted in writing. Failure by the grieving party to submit his grievance in writing or his notice to proceed to the next step in writing, within the designated time will render the grievance void. Grievances shall not cause any interference in the progress of the work.

Grievances shall be settled according to the following procedures:

Step 1.

The Steward, within five (5) days of the event giving rise to the grievance, will discuss the complaint with the Contractor Employer's designated representative including the crew foreman. If the grievance is not satisfactorily resolved within five (5) days from the commencement of Step 1, then the matter shall be reduced to writing, citing the Article and Section of this Agreement that has allegedly been violated; and referred to the Union Representative and the Contractor Employer's designated representative.

Step 2.

The Union Representative and the Contractor Employer's Representative shall attempt to resolve the grievance at the project level. If agreement is not reached within ten (10) working days of receipt of the written grievance, this grievance may be referred to Step 3 upon written request to either party.

Step 3.

If the issue is not resolved within ten (10) working days after receipt of referral, the Contractor Employer(s) and the Union(s) shall select a mutually acceptable arbitrator. If a mutually acceptable arbitrator cannot be named, the Contractor Employer(s) and the Union(s) shall select an arbitrator by alternatively striking names from a list of seven (7) arbitrators to be supplied by the Federal Mediation and Conciliation Service, or the American Arbitration Association. The first opportunity to delete from such list shall be determined by lot. Cost of the arbitrator shall be borne entirely by the losing party. The arbitrator shall have authority to make final and binding decisions on issues presented to him concerning the interpretation or application of the provision(s) of this Agreement. The arbitrator shall have no authority to change, amend, add to, ignore, or detract from any of the provisions of the Agreement.

ARTICLE VIII
JURISDICTIONAL DISPUTES

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

Section 2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and Employers shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department of any other plan or method of procedure that may be adopted in the future by the building and Construction Trades Department. Decisions rendered

shall be final, binding and conclusive on the Contractors and Unions parties to this CWA.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractors' assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conference(s) and may participate if they wish.

ARTICLE IX
WAGES, BENEFITS AND WORKING CONDITIONS

Section 1. All employees covered by the CWA shall be classified in accordance with work performed and paid the base hourly wage rates and work under the terms and conditions of employment for those classifications as specified in attached appendices.

Section 2. The Contractor agrees to pay contributions to the established employee benefit funds n the amounts designated in the attached appendices.

Section 3. The Contractor adopts and agrees to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor authorizes the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by the Contractor.

Section 4. If during the term of this CWA, any collective bargaining agreement of a specific craft or Union expires without renewal, extension or replacement, there shall be no work stoppage or lockout. In such event, employees will continue to be employed under the expired collective bargaining agreement, including wage rates and fringe benefits until new rates and fringe benefits are formally agreed upon. New rates and fringe benefits will take effect as specified in the applicable new collective bargaining agreement and will be paid, by the Employer, retroactive to the date of expiration of the old agreement unless otherwise provided in the new collective bargaining agreement.

Section 5. There shall be no restriction, other than that which may be required by safety regulations, on the number of employees assigned to any crew or to any service.

Section 6. Each employee is expected to work a full day's work for a full day's pay and any violation of the work starting and stopping times as set forth in this CWA will be grounds for termination.

ARTICLE X
HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1. The work week shall consist of forty hours, Monday through Friday. The standard work day shall consist of eight hours of work between the hours of 7:00 AM and 3:30 PM, with one-half hour unpaid lunch to be taken between 12:00 PM and 12:30 PM. The standard work day may be changed upon mutual agreement of the parties. The parties further agree to hold a pre-job conference prior to the commencement of work under this CWA, and at other times as they may mutually agree, in order to review and reconsider this Section of the CWA.

Section 2 (a) Overtime pay shall be paid at a rate of one and one-half times (1-1/2 X) the regular rate of pay on Saturdays or after 8 hours on a work day (Monday through Friday) to each job classification performing work under this CWA.

Section 2(b). All work performed on Sundays or Holidays (as stated in Section 5), or days celebrated as such, shall be paid at two times (2 X) the regular rate of pay. When any of the above Holidays fall on a Saturday, it will be observed on the preceding Friday. If the Holiday occurs on a Sunday, the following Monday will be observed as the Holiday.

Section 3. It shall not be a violation of this CWA if the contractor considers it necessary to suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked: provided, however, that where the Contractor requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their base hourly rate of pay.

Section 4. Shift differential will be in accordance with the attached appendices for their respective job classifications.

Section 5. Recognized holidays shall be: New Year's Day, Mardi Gras Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day. If a Holiday falls on Saturday, it will be observed on Friday. If the Holiday falls on Sunday, it will be observed on Monday.

Section 6. Show up time - When employees are directed to report to a job and do not start work due to weather conditions, lack of material, or other causes beyond their control, they shall receive two (2) hours at regular rate of pay. If employee commenced work, said employee will receive a minimum of four (4) hours of pay. If an employee reports to the job site and is put to work, the employee shall receive not

less than four (4) hours at the regular rate of pay. To receive these guarantees, the employee may be required to remain on the job at the option of the employer.

ARTICLE XI
SAFETY, PROTECTION OF PERSON AND PROPERTY

Section 1. In accordance with the requirements of the State, Federal and Local Occupational Safety and Health Acts or their equivalent, it shall be the exclusive responsibility of each Contractor on the job site to ensure safe working conditions for its employees and their compliance with any safety rules contained herein or established by the Owner, Construction Manager or Contractor, provided, however, it is understood that the employees have an obligation as set forth in Section 2 below.

Section 2. Employees must use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and _____.

Section 3. Employees covered by the terms of this CWA shall at all times while in the employ of the Contractor be bound by the reasonable safety, security, and visitor rules as established by the Owner or Contractor, or their designees in accordance with applicable State, Federal and local safety and health statutes and regulation. These rules will be published and posted in conspicuous places throughout the Project.

ARTICLE XII
SECURITY OF MATERIAL, EQUIPMENT AND TOOLS

The inspection of incoming shipments of equipment, apparatus, machinery and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice to the extent that such job classification(s) is (are) not expressly covered by this CWA. All employees shall comply with reasonable security procedures established by the Owner or Contractor and/or its designee and approved by the Council.

ARTICLE XIII
HELMETS TO HARDHATS

Section 1. The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The employers and Unions agreed to utilize the services of the Center for Military, Recruitment, Assessment and Veterans Employment (hereinafter "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 network, employment opportunities and other needs as identified by the parties.

Section 2. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XIV
NO DISCRIMINATION

Section 1. The Owner, Contractor and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, veteran status or age in any manner prohibited by law or regulation.

Section 2. Any complaints regarding application of the provisions of Section 1 should be brought to the immediate attention of the involved Contractor entities for consideration and resolution.

Section 3. The use of the masculine or feminine gender in this CWA shall be construed as including both genders.

ARTICLE XV
SAVINGS AND SEPARABILITY

It is not the intention of any of the parties herein to violate any laws governing the subject matter of their CWA. The parties hereto agree that in the event any provisions of this CWA are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of this CWA shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this CWA. Further, the Owner, each Contractor and Union agree that if and when any and all provisions of this CWA are finally held or determined to be illegal or void by an agency or a Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

ARTICLE XVI
MISCELLANEOUS

Section 1. Whenever the word "Contractor" is utilized herein, it is synonymous with the word "Subcontractor" (at whatever tier). The fact that the two words may appear in one sentence and not in another shall make no difference with respect to the application of this CWA.

Section 2. The Council and affiliated Unions will adhere to any drug or alcohol abuse policy that is mutually agreed upon between the Owner or Employer and the Council.

Section 3. This CWA is deemed to be made and shall be subject to, construed, and enforced in accordance with the laws of the State of Louisiana, and, where and to the extent appropriate, federal labor statutes. Venue and personal jurisdiction for a legal action relating to this CWA shall lie in a court of competent jurisdiction.

Section 4. This CWA is the complete agreement of the parties with respect to all matters contained herein. No alterations, amendments or modifications hereof shall be valid unless executed by an instrument in writing. Neither this CWA, nor any term hereof, can be changed, modified or abandoned, in whole or in part, except by instrument in writing, and no subsequent oral agreement shall have any validity whatsoever.

Section 5. The parties agree that this CWA is intended to cover all matters about which the parties have desired to negotiate as of the date hereof and that, during the term of this CWA, neither the Contractors, the Owner, the Council, nor the Unions will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this CWA, except by mutual written agreement of the parties involved.

Section 6. No party shall be considered the drafter of this CWA.

ARTICLE XVII

This Community Workforce Agreement shall be effective _____ 20___, and shall continue for the duration of the Project construction work described in Article II hereof. Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner and has received the final acceptance from the Owner.

CONTRACTOR or its Designee

By_____
Title

_____
Company

_____
Address

_____
Telephone Number

_____
Fax Number

SOUTHEAST LOUISIANA BUILDING AND CONSTRUCTION TRADES COUNCIL

By_____
President