



**COMMISSION ON LABOR
SPECIAL MEETING**

**Wednesday, November 30, 2022
7:00 PM**

Zoom link: <https://us06web.zoom.us/j/87869932949>

To join by phone: Dial US: 1-669-900-6833 and Enter Meeting 878 6993 2949

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, this meeting of the City Council will be conducted exclusively through teleconference and Zoom videoconference.

Please be advised that pursuant to the Executive Order and the Shelter-in-Place Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, there will not be a physical meeting location available.

If you do not wish for your name to appear on the screen, then use the drop-down menu and click on "rename" to rename yourself to be anonymous. To request to speak, use the "raise hand" icon. If you wish to comment during the public comment portion of the agenda, Press *9 and wait to be recognized by the Chair.

AGENDA

Roll Call

Public Comment on Non-Agenda Matters

Minutes for Approval

1. Minutes of September 21, 2022

From: Commission Secretary

Recommendation: Approve the draft minutes of the September 21, 2022 regular meeting.

Chairperson's Report: *The Commission Chair may make announcements or provide information to the Commission in the form of an oral report. The Commission will not take action on such items but may request the items be placed on a future agenda for discussion.*

Commission Action Items

The public may comment on each item listed on the agenda for action as the item is taken up.

- 1. 2023 Commission on Labor Meeting Calendar**
From: Commission Secretary
Recommendation: Review and adopt 2023 Commission on Labor calendar of meetings

Presentations *(for information only, no final action taken)*

- 2. City of Berkeley Community Workforce Agreement (CWA)**
From: Commission Secretary
- 3. City of Berkeley First source agreement (Berkeley Municipal Code 13.26.080)**
From: Commission Secretary
- 4. City of Berkeley Just Transition Healthy Home Electrification Pilot Program Proposal and Eligible Funding Categories**
From: Billi Romain, Manager of the City of Berkeley's Office of Energy and Sustainable Development

Committee Updates

None

Information Items: *All items for discussion only and no final action.*

- 5. Update on Fair Work Week Ordinance**
From: Commissioner Katz

Items for Future Agendas

These items are not scheduled for discussion or action at this meeting. The Commission may schedule these items to the Action Calendar of a future Commission meeting

- **Discussion of items to be added to future agendas**

Adjournment

Attachments:

- 1. Draft September 21, 2022 Meeting Minutes**
- 2. CoL Meeting Dates 2023**

7. 2022-10-17 FITES_Just Transition Pilot

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*This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting. Questions regarding this matter may be addressed to Joshua Oehler, Secretary, (510) 981-5408 [JOehler@cityofberkeley.info](mailto:JOehler@cityofberkeley.info).*

*Communications to Berkeley boards, commissions or committees are public record and will become part of the City's electronic records, which are accessible through the City's website. **Please note: E-mail addresses, names, addresses, and other contact information are not required but, if included in any communication to a City board, commission, or committee, will become part of the public record.** If you do not want your e-mail address or any other contact information to be made public, you may deliver communications via U.S. Postal Service or in person to the secretary of the relevant board, commission, or committee. If you do not want your contact information included in the public record, please do not include that information in your communication. Please contact the secretary to the relevant board, commission, or committee for further information.*

*Written material may be viewed in advance of the meeting at the Housing & Community Services Department, 2180 Milvia, 2nd Floor, during regular business hours or at the Berkeley Public Library, Shattuck/Kittredge Streets, during regular library hours at the Reference Desk. The Commission Agenda and Minutes may be viewed on the City of Berkeley website: <https://berkeleyca.gov/your-government/boards-commissions/commission-labor>.*



### COMMUNICATION ACCESS INFORMATION:

This meeting is being held in a wheelchair-accessible location. To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services specialist at 981-6418 (V) or 981-6347 (TDD) at least three business days before the meeting date. Please refrain from wearing scented products to this meeting.

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I hereby certify that the agenda for this regular/special meeting of the Berkeley City Commission on Commissions was posted at the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way, as well as on the City's website, on **November 28, 2022**.

SECRETARY SIGNATURE

Joshua Oehler November 28, 2022

Secretary:

Joshua Oehler
Health, Housing & Community Services
Department
(510) 981-5408
E-mail: JOehler@cityofberkeley.info

Mailing Address:

Commission on Labor
Joshua Oehler, Secretary
2180 Milvia, 2nd Floor
Berkeley, CA 94704

Communications

None



Health Housing and Community Services Department
Housing & Community Services Division
Commission on Labor

**COMMISSION ON LABOR
REGULAR MEETING**

Wednesday, September 21, 2022
7:06 PM

On-Line and Teleconference (No Physical Location)
DRAFT MINUTES

Preliminary Matters

1. Roll Call

Present: Harlow, Jones, Katz, Osborne, Scantlebury.

Absent: Berne (unexcused)

Staff Present: Joshua Oehler

Members of the Public: 2

2. Public Comments

None

3. Approval of Draft July 20, 2022 Meeting Minutes

Action: M/S/C (Jones/Scantlebury) to approve the July 20, 2022 Regular Meeting Minutes

Vote: Ayes: Harlow, Jones, Katz, Osborne, Scantlebury. Noes: None.

Abstentions: None. Absent: Berne.

Action Items

4. None

Adjournment

Action: M/S/C (Osborne/Jones) to adjourn the meeting at 8:03 PM

Vote: Ayes: Harlow, Jones, Katz, Osborne, Scantlebury. Noes: None. Abstentions: None. Absent: Berne.

Approved: _____, Joshua Oehler, Secretary

2023 Commission Meeting Dates

Please complete this form and email it to the [Commission Inbox](#) by: **Friday, December 30, 2022**

Name of Commission: Commission on Labor

Commission Secretary: Joshua Oehler

Please Note the Commission Meeting Dates for 2023 Below

Please fill in meeting date below. If no meeting for the month is scheduled please note as "No Meeting."

Example

Month	Meeting Day and Date	Time
February 2023	Wednesday 2/10/2023	7:00 pm

Month	Meeting Day and Date	Time
July 2023	No Meeting	

2023 Meeting Dates

Month	Meeting Day and Date	Time
January 2023	Wednesday 1/18/2023	7:00 pm
February 2023	No Meeting	
March 2023	Wednesday 3/15/2023	7:00 pm
April 2023	No Meeting	
May 2023	Wednesday 5/17/2023	7:00 pm
June 2023	No Meeting	

Month	Meeting Day and Date	Time
July 2023	Wednesday 7/19/2023	7:00 pm
August 2023	No Meeting	
September 2023	Wednesday 9/20/2023	7:00 pm
October 2023	No Meeting	
November 2023	Wednesday 11/15/2023	7:00 pm
December 2023	No Meeting	

commission@cityofberkeley.info

City Clerk Department

Please contact our office at (510) 981-6908 with any questions.

Attachment 3

Internal

City Policy Regarding the Scheduling of City Meetings on All Significant Religious Holidays

Pursuant to Resolution No. 70,066-N.S., it is the policy of the City to avoid scheduling meetings of City Legislative Bodies (City Council, Commissions and Boards, Council Policy Committees, Task Forces) on religious holidays that incorporate significant work restrictions.

City legislative bodies must avoid scheduling meetings on the religious holidays listed below.

Religion	Holiday	Date	2023 Date
Christian	Good Friday	Varies (March or April)	4/7/23
Christian	Easter Sunday	Varies (March or April)	4/9/23
Christian	Christmas	December 25	12/25/23
Jewish	Rosh Hashanah	Varies (Sept. or Oct.)	9/15/23-9/17/23
Jewish	Yom Kippur	Varies (Sept. or Oct.)	9/24/23-9/25/23
Jewish	Sukkot - first and last day	Varies (Sept. or Oct.)	9/29/23, 10/6/23
Jewish	Shmini Atzeret/ Simchat Torah	Varies (Sept. or Oct.)	10/6/23-10/8/23
Jewish	Chanukah (1 st night)	Varies (Nov. or Dec.)	12/7/23
Jewish	Passover (Nights 1, 2, 7, 8)	Varies (March or April)	4/5,4/6,4/12,4/13
Jewish	Shavuot	Varies (May or June)	5/25/23-5/27/23
Jewish	Shabbat	Weekly	Friday sunset to Saturday sunset
Jewish*	Purim	Varies (February or March)	3/6/23-3/7/23
Jewish*	Tish'a B'Av	Varies (July or August)	7/26/23-7/27/2023
Jewish*	Yom HaShoah	Varies (April or May)	4/17/23-4/18/23
Buddhist	Vesak	Varies (April or May)	5/5/23
Hindu	Diwali	Varies (Oct. or Nov.)	11/12/23
Hindu	Dussera	Varies (Oct.)	10/24/2023
Hindu	Holi	Varies (March)	3/8/23
Hindu	Makar Sankranti	Varies (January or February)	1/14/2023
Islam	Eve & First Night of Ramadan	Varies	3/22/23 – 3/23/23
Islam	Eid al-Fitr	Varies	4/21/23-4/22/23
Islam	Eid al-Adha	Varies	6/28/23-6/29/23
Shinto	New Year	January 1-3	1/1/23-1/3/23
Shinto	Obon Ceremony	August 13-15	8/13/23-8/15/23
Baha'i Faith	Birth of Baha'u'llah	Varies	10/16/23-10/17/23
Baha'i Faith	Birth of Bab	Varies	10/16/23-10/17/23
Cultural	Chinese New Year (Day 1-7)	Varies (Jan. 21 – Feb. 20)	1/21/23-1/27/23
Cultural	Kwanzaa	Dec. 26 – Dec. 31	12/26/23-1/1/24

* No work restriction, but avoid scheduling meetings if possible

City Policy Regarding the Scheduling of City Meetings on All Significant Religious Holidays

Observances in Chronological Order

Religion	Holiday	Date	2023 Date
Shinto	New Year	January 1-3	1/1/23-1/3/23
Hindu	Makar Sankranti	Varies (January or February)	1/14/2023
Cultural	Chinese New Year (Day 1-7)	Varies (Jan. 21 – Feb. 20)	1/21/23-1/27/23
Jewish*	Purim	Varies (February or March)	3/6/23-3/7/23
Hindu	Holi	Varies (March)	3/8/2023
Islam	Eve/ First Night of Ramadan	Varies	3/22/23 – 3/23/23
Jewish	Passover (Nights 1, 2, 7, 8)	Varies (March or April)	4/5,4/6,4/12,4/13
Christian	Good Friday	Varies (March or April)	4/7/2023
Christian	Easter Sunday	Varies (March or April)	4/9/2023
Jewish*	Yom HaShoah	Varies (April or May)	4/17/23-4/18/23
Islam	Eid al-Fitr	Varies	4/21/23-4/22/23
Buddhist	Vesak	Varies (April or May)	5/5/2023
Jewish	Shavuot	Varies (May or June)	5/25/23-5/27/23
Islam	Eid al-Adha	Varies	6/28/23-6/29/23
Jewish*	Tish'a B'Av	Varies (July or August)	7/26/23-7/27/23
Shinto	Obon Ceremony	August 13-15	8/13/23-8/15/23
Jewish	Rosh Hashanah	Varies (Sept. or Oct.)	9/15/23-9/17/23
Jewish	Yom Kippur	Varies (Sept. or Oct.)	9/24/23-9/25/23
Jewish	Sukkot - first and last day	Varies (Sept. or Oct.)	9/29/23, 10/6/23
Jewish	Shmini Atzeret/Simchat Torah	Varies (Sept. or Oct.)	10/6/23-10/8/23
Baha'i Faith	Birth of Baha'u'llah	Varies	10/16/23-10/17/23
Baha'i Faith	Birth of Bab	Varies	10/16/23-10/17/23
Hindu	Dussera	Varies (Oct.)	10/24/2023
Hindu	Diwali	Varies (Oct. or Nov.)	11/12/2023
Jewish	Chanukah (1 st night)	Varies (Nov. or Dec.)	12/7/2023
Christian	Christmas	Dec. 25	12/25/2023
Cultural	Kwanzaa	Dec. 26 – Dec. 31	12/26/23-1/1/24
Jewish	Shabbat	Weekly	Friday sunset to Saturday sunset

* No work restriction, but avoid scheduling meetings if possible

2023 CALENDAR

Attachment 4

JANUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
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FEBRUARY

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MARCH

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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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31						

2023 US FEDERAL HOLIDAYS

1 Jan	New Year's Day	4 Jul	Independence Day
2 Jan	New Year Holiday	4 Sep	Labor Day
16 Jan	Martin Luther King Jr. Birthday	9 Oct	Columbus Day
20 Feb	President's Day	11 Nov	Veterans Day
29 May	Memorial Day	23 Nov	Thanksgiving Day
19 Jun	Juneteenth	25 Dec	Christmas Day



Office of the City Manager

CONSENT CALENDAR

December 15, 2020

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Liam Garland, Director, Department of Public Works

Subject: Extending the Community Workforce Agreement with Building & Construction Trades Council, et al, for Construction Projects Over \$500,000.

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a contract amendment to the Community Workforce Agreement with the Alameda County Building & Construction Trades Council, and twenty-two labor organizations on City capital improvement projects with an estimated value in excess of \$500,000 to extend the agreement through June 30, 2023.

FISCAL IMPACTS OF RECOMMENDATION

The impact of a Community Workforce Agreement (CWA) on construction costs is difficult to ascertain. While construction costs have increased in the last several years, those increases are likely attributable to the high demand for construction services, not necessarily the existing CWA.

Staff within the Employment Programs division of the Health, Housing & Community Services Department provide administrative oversight of the CWA. Because the item proposes continuing the existing terms of the CWA, staffing levels would not need to increase to maintain oversight and administration of the program.

CURRENT SITUATION AND ITS EFFECTS

The CWA's purpose is to support the City's efforts to increase training and employment opportunities for Berkeley residents, including youths, for placement on covered capital improvement projects valued at \$500,000 and above. The CWA provides for peaceful resolution of labor disputes and grievances without work stoppages. Construction contracts remain subject to the competitive bidding process, and to the requirement to pay prevailing wages. Further, the City retains the absolute right to select the lowest responsive and responsible bidder. This agreement shall be effective until June 30, 2023, and apply to all covered projects. Staff have been in contact with the Building and Construction Trades Council of Alameda County (Building Trades), and the Building Trades support this contract amendment.

Local Jobs Creation

The CWA local workforce hiring goal is 20% of total craft hours worked, on a craft by craft basis for all covered projects. The Agreement does not require counting of workers or number of jobs created. In order to measure effectiveness of the CWA's impact on local jobs created, however, it is important to note the actual numbers of Berkeley residents who have worked on the projects. The CWA requires all contractors subject to the program to make good faith efforts to connect with pre-apprentice training programs, obliges the Alameda County Building Trades unions to attempt to find eligible Berkeley residents to work on covered capital improvement projects, and encourages new apprenticeships in order to create pathways for career entry into the building trades.

Impact on Construction Costs

The financial impact of adopting a CWA is challenging to ascertain as it is difficult to attribute project cost impact—positive or negative—solely to the presence of a CWA. Construction costs have been higher than anticipated, but those increases are likely attributable to the high demand for construction services, not necessarily the existing CWA.

CWA compliance to commence construction necessitates approximately 1-3 weeks of additional time to obtain CWA documentation and schedule/attend the CWA mandatory pre-job meeting with all the relevant trades representative, city staff and all contractors and subcontractors. This additional time varies depending on the discussion between the contractor and union regarding the contractor's hiring plan.

Efforts to Improve Outcomes

In an effort to increase the number of Berkeley residents hired for construction projects, coordinating referrals with the trades and workforce development programs has been a priority. One practical aspect of this coordination is reliance on locally funded training programs for appropriate referrals. Through the community agency funding process, the City funds the construction-related Green Energy Training Services (GETS) program of Rising Sun Energy Center with CDBG funds to provide training for Berkeley residents. This program has become a primary referral source to the trades for these projects, and was recently approved to utilize the Multi-Craft Core Curriculum (MC3), a nationally-recognized pre-apprenticeship curriculum developed by the National Building and Construction Trades Council. Completion of the 120-hour MC3 certification prepares individuals for entry into building trades apprenticeships. The CWA includes apprenticeship as a priority for Berkeley residents.

This Council action supports the City's Strategic Plan Priorities of attracting and retaining a talented and diverse local workforce, while supporting the construction of state-of-the-art, well-maintained infrastructure, amenities, and facilities.

BACKGROUND

The CWA was originally authorized on January 18, 2011 with Resolution No. 65,157–N.S authorizing the City Manager to execute a Community Workforce Agreement (CWA) with

the Alameda County Building and Construction Trades Council, AFL-CIO and twenty-two labor organizations regarding the provision of union labor to City Capital improvement projects.

On January 23, 2018, Council approved Resolution No. 68,299-N.S. maintaining the \$500,000 threshold based on the engineer's estimate and authorizing the City Manager to extend the CWA for until June 30, 2020.

The CWA's purpose is to support the City's efforts to increase employment opportunities for workers who reside in Berkeley by:

1. Increasing training and employment opportunities for the City's residents in the construction trades through apprenticeship and pre-apprentice programs,
2. Promoting efficiency of construction operations performed for and within the City of Berkeley, and
3. Providing for peaceful settlement of labor disputes and grievances without strikes or lockouts, thus promoting the public interest in assuring the timely and economical completion of the projects.

ENVIRONMENTAL SUSTAINABILITY

Supporting the hire of local area workers for construction projects may result in increased use of alternative transportation modes, and shorter distances traveled by those workers to job sites, which may in turn effect an accompanying reduction in the level of greenhouse gases generated per worker per trip. Reduction in the level of greenhouse gases is a goal of the City's 2009 Climate Action Plan.

RATIONALE FOR RECOMMENDATION

Since its original January 2011 adoption, the City has operated under the guidelines of the CWA, which has continued to enhance local hiring efforts by ensuring local workers in the building trades are given an opportunity to work on City capital improvement projects valued at \$500,000 or more. CWA guidelines also ensure City projects will not be affected by work stoppages due to labor issues. The new Agreement continues those efforts, and extends the current agreement through June 30, 2023.

ALTERNATIVE ACTIONS CONSIDERED

The CWA has been, and continues to be important to the City's building and trades industry. No alternative actions are considered.

CONTACT PERSON

Liam Garland, Director, Department of Public Works (510) 981- 6303

Nathan Dahl, Community Development Project Coordinator, Health, Housing & Community Services, (510) 981-5405

Attachments:

1. Resolution
2. Community Workforce Agreement

RESOLUTION NO. ##,###-N.S.

CONTRACT AMENDMENT: COMMUNITY WORKFORCE AGREEMENT EXTENSION WITH BUILDING AND CONSTRUCTION TRADES COUNCIL ET.AL FOR CONSTRUCTION PROJECT AT OR ABOVE \$500,000

WHEREAS, since its January 18, 2011 adoption, the Community Workforce Agreement (hereafter CWA) has incorporated community interests by providing Berkeley residents access to quality union jobs with better standards for pay and benefits; and

WHEREAS, by Resolution No. 65,157-N.S. on January 18, 2011, Council approved the CWA for a term of three years and authorized the City Manager to execute the Agreement with the Alameda County Building and Construction Trades Council, AFL-CIO and twenty-two labor organizations regarding the provision of union labor to City construction projects in excess of \$1 million dollars; and

WHEREAS, on May 15, 2012, Council approved the City Manager's recommendation to maintain the CWA's \$1 million dollar threshold for publicly-funded construction projects for an additional twelve months; and

WHEREAS, on June 23, 2015, Council approved Resolution No. 67,111-N.S. reducing the threshold from \$1 million to \$500,000, with that threshold continuing to be based on the engineer's estimate and authorizing the City Manager to extend the then-current CWA for three years; and

WHEREAS, on January 23, 2018, Council approved Resolution No. 68,299-N.S. maintaining the \$500,000 threshold based on the engineer's estimate and authorizing the City Manager to extend the then-current CWA for two years; and

WHEREAS, the CWA will support the efforts of the City to increase employment opportunities for Berkeley residents, including youth, through apprenticeship and pre-apprenticeship programs; and

WHEREAS, the CWA helps to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thus promoting the public interest in assuring the timely and economical completion of the projects; and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a contract amendment with the Building Trades Council and twenty-two labor organizations regarding the provision of labor to construction projects in Berkeley with an estimated value in excess of \$500,000 for a three-year term that will expire June 30, 2023.

CITY OF BERKELEY
COMMUNITY WORKFORCE AGREEMENT

Table of Contents

Preamble

Purpose

Recitals

Article 1 Definitions

Article 2 Scope of Agreement

Article 3 Effect of Agreement/Subcontractors

Article 4 Work Stoppages, Sympathy Strikes and Lockouts

Article 5 Pre-Job Conference

Article 6 No Discrimination

Article 7 Union Security

Article 8 Referral and Local Hiring Program

Article 9 Helmets to Hardhats

Article 10 Grievance Procedure

Article 11 Joint Administrative Committee

Article 12 Grievance Arbitration Procedure

Article 13 Jurisdictional Disputes

Article 14 Apprentices

Article 15 Management Rights

Article 16 Wage/ Benefits

Article 17 Modified Master Labor Agreements

Article 18 Drug and Alcohol Testing

Article 19 Savings Clause

Article 20 Entire Agreement

Article 21 Term

Signatures

Agreement to be Bound

COMMUNITY WORKFORCE AGREEMENT
For the
City of Berkeley

This Agreement is made and entered into this July 1st, ~~2015~~-2020 by and between the City of Berkeley ("City") together with other contractors and/or sub-contractors, who shall become parties to this Agreement by signing the "Agreement to be Bound" (Attachment A), and the Local Unions signatory hereto and the Alameda County Building & Construction Trades Council ("Council") and its affiliated local unions who have executed this Agreement.

PURPOSE

The purpose of this Agreement is to support the efforts of the City to increase employment opportunities for workers who reside in Berkeley, to help increase training and employment opportunities for Berkeley residents in the construction trades through apprenticeship and pre-apprentice programs as the students graduate from the City's schools, to promote efficiency of construction operations performed for and within the City of Berkeley and to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the projects.

RECITALS

WHEREAS, the successful completion of the City's construction projects is of the utmost importance to the City of Berkeley; and

WHEREAS, the interests of the general public, the City, the Unions and Contractor(s) would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor(s) and the Unions desire to mutually establish and stabilize wages, hours and calendar conditions for the workers employed on construction work for and within the City of Berkeley by the Contractor(s), and further, to encourage close cooperation among the Contractor(s) and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, contracts for construction work within the City of Berkeley will be awarded in accordance with the applicable provisions of the Charter of the City of Berkeley, the California State Public Contract Code and the Labor Code, including but not limited to requiring competitive bidding and prevailing wages; and

WHEREAS, the City of Berkeley has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contracts on the Projects; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Projects;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE 1
DEFINITIONS

1.1 "Agreement" means this Community Workforce Agreement.

1.2 "Berkeley Resident" means any individual who is a current resident of Berkeley can certify through a utility bill, or other similar means acceptable to the parties to this Agreement, that the individual resides within the boundaries of the Berkeley City Limits.

1.4 "City" means the City of Berkeley.

1.5 "Completion" means that point at which the City accepts a project at issue by filing a Notice of Completion, or as otherwise provided by applicable state law. "Punch list" items and any other work within the scope of this Agreement not completed prior to commencement of revenue service shall nonetheless be included within the scope of this Agreement. It is understood by the parties that portions of the Projects may be completed in phases and Completion of any such phase may occur prior to Completion of the Projects.

1.6 "Contractor(s)" and/or "Subcontractor(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract with the City or any of its contractors or subcontractors of any tier, with respect to the construction work necessary for any part of the Projects. This shall include subcontractors not required to be listed in the bid documents. As applicable depending on its context, "Contractor" shall refer to Contractor or Contractor and Subcontractor.

1.7 "Construction Contract(s)" means all of the contract(s) for construction of any of the Projects.

1.8 "Council" means the Alameda County Building and Construction Trades Council, AFL-CIO.

1.9 "New Apprentice" is a Berkeley Resident who is enrolled in a State of California approved apprenticeship program that is a joint labor management apprentice program for no more than twenty-four months

1.11 "Projects" mean any construction project of the City whose value as estimated by the City meets or exceeds \$500,000 (Five hundred thousand) dollars.

1.12 "Union" or "Unions" means the Council and any other labor organization signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

1.13 "Project Manager" means the person or persons or business entity designated by the City to oversee all phases of construction on the Projects.

1.14 "Master Labor Agreement" or "MLA" shall mean the collective bargaining agreement of each craft Union that is Signatory to this Agreement

1.15 "Calendar Day" shall mean any day, relating to any day of the week including Saturday, Sunday and public holidays.

1.16 "Apprenticeship Program" -Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor(s)/Employer(s) shall employ apprentices of a California State-approved Joint Apprenticeship Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

The apprentice ratios will be in compliance with the applicable provisions of the applicable "Master Labor Agreement".

ARTICLE 2

SCOPE OF AGREEMENT

2.1 Parties: This Agreement shall apply and is limited to all Contractors and subcontractors performing Construction Contracts necessary for the Projects, the City, the Council and any other labor organization signatory to this Agreement, acting in their own behalf and behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

2.2 Project Description: This Agreement shall govern the award of all of the Construction Contracts identified by the City as part of the Projects. The City has the absolute right to combine, change, consolidate, suspend or cancel Construction Contract(s) or portions of Construction Contract(s) identified as part of the Projects. Should the City suspend or remove any contract from the Projects and thereafter authorize that construction work be commenced on such contract, then such contract shall be performed under the terms of this Agreement. Once a Construction Contract is completed it is no longer covered by this Agreement except when a Contractor is directed to engage in repairs, warranty work or modifications required by its

Construction Contract with the City. For the purposes of this Agreement, a Construction Contract shall be considered Completed as set forth in Section 1.5 of this Agreement.

2.3 Covered work:

2.3.1 This Agreement covers, without limitation, all on-site construction, demolition, alteration, painting or repair of buildings, structures, landscaping, temporary fencing and other works and related activities for the Projects that is within the craft jurisdiction of one of the Unions and that is part of the Projects, including, without limitation, pipelines, site preparation, survey work, demolition of existing structures and all construction, demolition or improvements required to be performed as a condition of approval by any public agency. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.3.2 The Projects include work necessary for the Projects and/or in temporary yards or areas adjacent to and dedicated to the Projects, and at any on-site batch plant(s) constructed solely to supply materials to the Projects, when those sites are dedicated exclusively to the Projects. This Agreement covers all on-site fabrication work over which the City, Contractor(s) or subcontractor(s) possess the right of control (including work done for the Projects in any temporary yard or area established for the Projects.)

2.3.3 The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting. Construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill material and/or mud, shall be covered by the terms and conditions of this Agreement, to the fullest extent provided by law and by prevailing wage determinations of the California Department of Industrial Relations. Employers, including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) calendar days of written request or as required by bid specifications.

2.4 Exclusions: The following shall be excluded from the scope of this Agreement:

2.4.1 This Agreement is not intended to, and shall not affect or govern the award of public works contracts by the City which are outside the identified scope of work of the Projects.

2.4.2 This Agreement is not intended to, and shall not affect the current or anticipated operation, maintenance, access or use of any of the City's buildings or facilities, whether or not such facilities are identified in Section 1.7 above.

2.4.3 This Agreement shall not apply to a Contractor or subcontractor's executives, managerial employees, engineering employees, design employees, supervisors (except

those covered by existing building and construction trades collective bargaining agreements), office and clerical employees.

2.4.4 This Agreement shall not apply to any work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county or other governmental bodies or their contractors; or by public or private utilities or their contractors; or by the City or its contractors for work not part of the scope of the Projects. Parties performing work shall notify in writing, The Council and The District of any work being performed near or leading to the site work that is not covered by this agreement. Further, this Agreement shall not be construed to prohibit or restrict the City or its employees from performing work on or around the Project construction sites or from entering the sites for any purposes deemed necessary or appropriate by the City.

2.4.5 This Agreement shall not apply to the off-site maintenance of leased equipment or the on-site supervision of such work.

2.4.6 This Agreement shall not apply to any start-up, calibration, performance testing, repair, maintenance, operational revisions to systems and/or subsystems performed after Completion.

2.5 Termination, Suspension and/or Delay of Work: It is understood and agreed that the City, at its sole option, may change, terminate, delay and/or suspend any and all portions of the covered work at any time. Further, the City may prohibit some or all work on certain days or during certain hours of the day to comply with applicable codes, laws or regulations, permits or to accommodate the ongoing operations of the City's facilities and/or to mitigate the effect of the ongoing Projects' work on the businesses and residents in the neighborhood of the Project sites; and/or require such other operational or schedule changes that it may be deemed necessary, in its sole judgment, to effectively maintain the primary purpose of the City's facilities and to remain a good neighbor to the residents and businesses in the area of any Projects. In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the affected Contractor and Union(s) with reasonable notice of any changes it requires pursuant to this Section.

2.6 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles 4, 8, 12 and 13 of this Agreement shall apply to such work.

ARTICLE 3
EFFECT OF AGREEMENT/SUBCONTRACTORS

3.1 By executing this Agreement, the Unions and the City agree to be bound by each and every provision of this Agreement.

3.2 By accepting the award of a Construction Contract for the Projects, whether as contractor or subcontractor at any tier, the Contractor/Subcontractor agrees to be bound by each and every provision of this Agreement.

3.3 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any other party.

3.4 It is understood that this Agreement, together with the referenced MLA , constitute an integrated, self-contained, stand-alone agreement, and that by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area, or national agreement as a condition of performing work within the scope of this Agreement. In addition, it is understood and agreed that all grievances and disputes involving the interpretation or application of this Agreement, including the MLA, shall be resolved according to the procedures set forth in Article 12 of this Agreement; provided, however, that should a dispute involve a single MLA and a Contractor signatory thereto, and not involve interpretation or application of this Agreement, then such dispute shall be processed and resolved pursuant to the grievance provisions of that MLA. Should there be a dispute in the first instance as to whether the provisions of Article 12 of this Agreement or the grievance procedures of a MLA apply, the dispute shall be presented initially to arbitrator Judge William Cahill or, if unavailable, arbitrator Earnest Brown, for resolution as to the applicable procedure. Such referral of a dispute as to the applicable procedures shall be done by an immediate conference call among the parties and the arbitrator, and heard and decided within three (3) calendar days. Should the arbitrator hold that Article 12 applies, the parties may, by mutual agreement, submit the issue to the same arbitrator pursuant to the provisions of Article 12, or, absent mutual agreement, commence processing the dispute at Step 1 of that Article.

3.5 Subcontractors. At the time that any Contractor enters into a subcontract with any subcontractor of any tier for the performance of construction or construction trucking work within the scope of this Agreement, the Contractor shall provide a copy of this Agreement, as it may from time to time be modified by the negotiating parties, to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree to be bound by each and every provision of the Agreement prior to the commencement of work.

3.5.1 Each Contractor and Subcontractor shall evidence their agreement to be bound to this Agreement by executing the Agreement To Be Bound form attached hereto as Appendix A. A copy of the Agreement To Be Bound executed by the Contractors and Subcontractors shall be submitted to the Union(s) prior to both the commencement of work and the Pre-Job Conference and will be a required submittal within the City's bid packages. If the Contractor or Subcontractor refuses to execute the Agreement To Be

Bound, then such Contractor or Subcontractor shall not be awarded a Construction Contract to perform work on the Projects. A Contractor or Subcontractor who executes the Agreement to Be Bound shall be considered a signatory party to this Agreement.

3.6 It is understood that the liability of each Contractor and Subcontractor and the liability of each Union under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City and/or any Contractor or Subcontractor.

3.7 With regard to any Contractor or subcontractor that is independently signed to any MLA, this Agreement shall in no way supersede or prevent the enforcement of any subcontracting clause contained in such MLA, except as specifically set forth in section 3.7.1 of this Agreement. Any such subcontracting clause in a MLA shall remain and be fully enforceable between each craft union and its signatory employers and no provision of this Agreement shall be interpreted and/or applied in any manner that would give this Agreement precedence over subcontracting obligations and restrictions that exist between craft Unions and their respective signatory employers under a MLA, except as specifically set forth in section 3.7.1 in this Agreement. To the extent that the provisions of this Agreement are inconsistent with any other provisions contained in a MLA, the provisions of this Agreement shall prevail

3.7.1 If a craft Union (“Aggrieved Union”) believes that an assignment of work on this Project has been made improperly by a Contractor or subcontractor, even if that assignment was as a result of another craft Union’s successful enforcement of the subcontracting clause in its MLA, as permitted by section 3.7 of this Agreement, the Aggrieved Union may submit a claim under the jurisdictional dispute resolution procedure contained in Article 13 of this Agreement and the decision rendered as part of that process shall be enforceable to require the Contractor or subcontractor that made the work assignment to assign that work prospectively to the Aggrieved Union. An award made to a craft Union under the subcontracting clause of its MLA, as permitted under section 3.7 of this Agreement, shall be valid and fully enforceable by that craft Union unless it conflicts with a jurisdictional award made pursuant to Article 12 of this Agreement. If the award made under MLA conflicts with the jurisdictional award, the award of any damages under the former shall be null and void *ab initio*.

ARTICLE 4
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES, JURISDICTIONAL
DISPUTES AND LOCKOUTS

4.1 The Unions, City and Contractor agree that for the duration of the Projects:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or construction persons employed on the Projects, at a job site of the Projects or at any other facility of the City because of a dispute on the Projects. Nor shall the Unions or construction persons employed on the Projects participate in any strikes, sympathy strikes, work stoppages, picketing, hand billing,

slowdowns, or otherwise advising the public that a labor dispute exists at a Project jobsite because of a dispute between Unions and Contractor(s) on any other project.

4.1.2 As to construction persons employed on the Projects, there shall be no lockout of any kind by a Contractor covered by this Agreement. It shall not be a violation of this Article if a Contractor or Subcontractor (1) suspends or terminates a portion of the Project work or (2) discharges an employee for just cause.

4.1.3 If a MLA between a Contractor and the Union expires before the Contractor completes the performance of a Construction Contract and the Union or Contractor gives notice of demand for a new or modified MLA, the Union agrees that it will not strike, picket, hand-bill, slowdown or engage in any other disruptive activity against the Contractor and the Contractor will not lockout construction persons of the Union on said Construction Contract for work covered under this Agreement and the Union and the Contractor agree that the expired MLA shall continue in full force and effect for work covered under this Agreement until a new or modified MLA is reached between the Union and Contractor. If the new or modified MLA reached between the Union and Contractor provides that any terms of the new MLA shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified MLA which are applicable to construction persons employed on the Projects within seven (7) calendar days.

4.2 A party to this Agreement shall institute the following procedure, prior to invoking any other action at law or equity when a breach of this Article 4 is alleged to have occurred:

4.2.1 A party invoking this procedure shall notify, by the most expeditious means available, with notice by facsimile, electronic mail or telephone to the City, to the party alleged to be in violation, to the Council and to the involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the designated permanent arbitrator, Judge William Cahill, or if unavailable, his alternate Ernest Brown, who shall attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The Arbitrator shall notify the parties by facsimile, electronic mail or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Article 4, Section 4.1 of this Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to

award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article 4 and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

4.2.5 Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2.4 of this Article 4, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligations under this article.

4.3 Liquidated Damages. If the arbitrator determines that a violation of Section 4.1 has occurred, the breaching party shall, within eight (8) hours of the issuance of the decision take all steps necessary to immediately cease such activities and return to work. If the breaching party involved does not cease such activities by the beginning of the next regularly scheduled shift following the expiration of the eight (8) hour period after the arbitrator's issuance of the decision, then the breaching party shall pay the sum of ten thousand dollars (\$10,000) as liquidated damages to the City per shift until the breach is remedied. The arbitrator shall retain jurisdiction for the sole purpose of determining compliance with this obligation and determining the amount of liquidated damages, if any; but such retention shall not prevent the moving party from seeking judicial enforcement of the initial decision.

ARTICLE 5

PRE-JOB CONFERENCE

5.1 A mandatory pre-job conference shall be held prior to the commencement of each Construction Contract. Such conference shall be attended by a representative each from the participating Contractor(s) 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 21 work days before the work commences.

ARTICLE 6
NO DISCRIMINATION

6.1 The Contractors and Unions agree not to engage in any form of discrimination on the ground of or because of race, color, creed, national origin, ancestry, age, religious or political affiliation, gender, sexual orientation or disability against any person, or applicant for employment on the Projects.

ARTICLE 7
UNION SECURITY

7.1 The Contractors recognize the Union(s) as the sole bargaining representative of all construction persons working within the scope of this Agreement.

7.2 All construction persons who are employed by the Contractor(s) shall, as a condition of employment, on or before the eighth (8th) day of consecutive or cumulative employment on the Projects, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for union membership in the applicable local union which is signatory to this Agreement. Further, there is nothing in this Agreement that would prevent non-union construction persons from joining the local union.

ARTICLE 8
REFERRAL AND LOCAL HIRE PROGRAM

8.1 Referral

8.1.1 Contractor (s) performing construction work on the Projects described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto ("Job Referral System"). Such Job Referral System will be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and nondiscrimination.

8.1.2 The Contractor(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.1.3 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Unions(s).

8.1.4 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s) for employees within a seventy-two (72) hour period after

such requisition is made by the Contractor(s), the Contractor(s) shall be free to obtain employees from any source. Contractor(s) shall promptly notify the Union(s) of any applicants hired from other sources. This provision does NOT affect core employees as defined below.

8.1.5 Unions shall exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor(s).

8.1.6 Core Employees

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 bona-fide Berkeley Residents for Project work.

8.1.7 The parties also recognize and support the City's commitment to provide opportunities for participation on the Projects to Berkeley Residents who are regular, experienced employees ("Core" employees) of contractors and subcontractors awarded work on the Projects and who do not traditionally work under a local collective bargaining agreement(s). In furtherance of this commitment, the parties agree that such contractors and subcontractors awarded work on the Projects may request by name, and the local will honor, referral of persons who have applied to the local union for Project work and who demonstrate the following qualifications:

- (1) Possess any license required by state or federal law for the Project work to be performed;
- (2) Have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;
- (3) Were on the Contractor's active payroll for at least sixty (60) out of the one hundred and eighty (180) calendar days prior to the contract award;
- (4) Have the ability to perform safely the basic functions of the applicable trade, and
- (5) Are Berkeley residents.

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 list(s). For the duration of the Contractor's work the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring.

8.1.8 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 under this Subsection 8.2.1, the City Representative, at a Union's request, shall obtain satisfactory proof of such from the Contractor.

8.2 Local Hire

8.2.1 To the extent allowed by law and consistent with the non-discriminatory referral procedures of the Union hiring halls, the Parties agree to a goal that Berkeley Residents will perform a minimum of 20% of the hours worked, on a craft by craft basis for the Projects. The Contractor(s) shall make good faith efforts to reach this goal through the utilization of the Unions' hiring hall procedures. The Unions shall exercise their best efforts in their recruiting and training of Berkeley Resident workers and in their hiring hall procedures to facilitate this 20% goal on the Projects. In the event that referral facilities maintained by the Union(s) are unable to fulfill the 20% local hire requirement, paragraph 8.2.2 of this Article shall not apply. Contractors shall document all efforts to hire locally and provide such documents to the City of Berkeley. The Council will provide an annual census of Berkeley residents, in each of the crafts party to this agreement, to the City of Berkeley. This report will be provided by August 1 of each year of this agreement.

8.2.2 Should any of the contractors performing work on the Projects fail to meet this 20% goal and fail to demonstrate efforts to do so, through a specific submittal process to be included in their contractual requirements and enforced by the grievance procedure. The contract's 10% retention will be held until such time that this failure is remedied, but not longer than sixty (60) calendar days after the date of substantial completion of the Projects or as required by law, in addition to the breach of contract remedies available to the parties for non-performance under this Agreement.

8.2.3 Apprenticeship & Workforce Development

A) Consistent with the requirements of California Labor Code §§ 1776, 1777.5 and 1777.6, Contractor(s) will be required to hire 1 New Apprentice Berkeley resident as for every \$500,000 dollars or more of total construction bid amount. The New Apprentice(s) must work a minimum of 10% of the projects work hours. The contractor may deploy the apprentice to work on another concurrent project in order to meet the minimum hours, and those hours will be counted towards the total hours of the craft on the Berkeley project. Certified Payroll must reflect the hours worked.

Contractor must fully document efforts to hire a New Apprentice, through the following steps: 1) requesting New Apprentices through the Union dispatch procedure, 2) contacting a minimum of three MC3-approved pre-apprenticeship training programs for referral of Berkeley residents. Unions shall provide written documentation to the contractor in response to dispatch requests to fulfill the New Apprentice requirement, the next tier of residents will come from the Green Corridor.

B) There can be no more than 1 entry-level New Apprentices for each craft, provided said crafts have apprenticeship openings and the general contractor will be able to include New Apprentices hired by their subcontractor to meet this requirement. Unions will agree to cooperate with Contractor(s) in furnishing apprentices as requested and the hiring of the apprentices will be in accordance to the Apprenticeship provisions listed in the Master Agreements and or the union agreements with the division of apprenticeship standards, and the apprentices shall be properly supervised and paid in accordance with provisions contained within the MLA'S. The Unions and Contractors will agree to cooperate with local pre-apprenticeship programs to ensure Berkeley residents have the opportunity to apply for and enter the into the apprenticeship programs.

C) The intent of this provision is to utilize Berkeley Resident New Apprentices to the fullest extent permissible by state law and the MLA. Failure of Contractor(s) and their subcontractors to maintain qualified apprentices on the job will be subject to further penalties as determined by the Grievance Committee as identified in Article 12.

8.11 Enforcement, Compliance & Reporting.

Contractors will be required to submit Certified Weekly Payrolls to the City along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this article. At a minimum the monthly reports must include 1) data on Berkeley Resident's work hour utilization on a craft by craft basis, 2) number of New Apprentices hired and the hours they have worked, 3) documentation showing any requests made to the union dispatchers for Berkeley Residents and the Union's response to the request. Enforcement of this article shall be according to the Grievance and Arbitration procedure outlined in Article 12.

ARTICLE 9 **HELMETS TO HARDHATS**

9.1 The parties recognize a desire to facilitate the entry into the Building and Construction Trade Union(s) of Veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veteran's Employment ("Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

9.2 The Union(s) and Contractor(s) agree to coordinate with the Center to participate in 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 Union(s) will give credit to such Veterans for bona fide, provable past experience.

ARTICLE 10
GRIEVANCE PROCEDURE

10.1 Any Contractor which is not otherwise bound through an agreement with a Union to a grievance procedure which confers jurisdiction to consider and resolve disputes over the imposition of discipline or dismissal of its construction persons working on this Project shall be bound to the arbitration procedure contained in the MLA of the craft representing the employee(s) involved in the dispute. For the purposes of this Article, such grievance procedure shall be limited to disputes regarding the imposition of discipline or dismissal arising from work covered by the Agreement. Such Contractor shall not impose discipline or dismissal on its construction persons covered by this Agreement without just cause.

ARTICLE 11
JOINT ADMINISTRATIVE COMMITTEE

11.1 The parties to this Agreement shall establish a five (5) person Joint Administrative Committee comprised of at least one and up to two (2) representatives representing the City; two (2) representatives of the signatory Unions and The Council; and one industry representative, mutually selected by the City and The Council. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

11.2 The Joint Administrative Committee shall meet at the request of either party, but not less than once each quarter, to review the implementation of the Agreement and the progress of the Projects including, but not limited to, compliance with Article 8, prevailing wage, safety, Workforce development and Industry trends. Requests for certified payroll made by a Joint Labor/Management Committee to which the Union(s) signatory to this Agreement are a party shall be provided as allowed by law.

ARTICLE 12
GRIEVANCE ARBITRATION PROCEDURE

12.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party provides notice in writing to the signatory party with whom it has a dispute within seven (7) calendar days after becoming aware of the dispute, but in no event more than thirty (30) calendar days after it reasonably should have become aware of the event giving to the dispute. The time limits in this Article 12 may be extended by mutual written agreement of the parties.

12.2 Grievances shall be settled according to the following procedures:

Step 1: Within seven (7) calendar days after the receipt of the written notice of grievance, the Business Representative of the involved Local Union, the City's

authorized representative, representative of the construction person, and the representative of the involved Contractor shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within seven (7) calendar days after its referral to Step 1, either involved party may submit it within three (3) calendar days to Grievance Committee. The Grievance Committee shall consist of one (1) person selected by the City and one (1) person selected by the Council, which shall meet within seven (7) calendar days after such referral (or such longer time as mutually agreed upon by all representatives of the subcommittee), to confer in an attempt to resolve the grievance. The decision of the Grievance Committee shall be legal, final and binding. If the dispute is not resolved within such time seven (7) calendar days after its referral or such longer time as mutually agreed upon) it may be referred within seven (7) calendar days by either party to Step 3.

Step 3: Within seven (7) seven calendar days after referral of a dispute to Step 3, the representatives shall submit the matter to the designated permanent Arbitrator, Judge William Cahill.

12.3 In the event that Judge Cahill is unavailable, the arbitrator shall be Earnest Brown.

12.4 The Arbitrator shall arrange for a hearing no later than fourteen days (14) calendar days after the matter has been submitted to arbitration. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the Arbitrator. The time limits specified in any step of the Grievance Procedure set forth in Section 12.1 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without the request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

12.5 The decision of the Arbitrator shall be binding by all parties. The Arbitrator shall not have authority to change, amend, add, or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties.

12.6 In order to encourage the resolution of disputes and grievances at Step 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent-setting.

ARTICLE 13
JURISDICTIONAL DISPUTES

13.1 The assignment of Covered Work will be solely the responsibility of the Contractor/Employer(s) 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.

13.2 All jurisdictional disputes on this Project between or among the Union(s) and the Contractor/Employer(s), parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department, or 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 Contractor/Employer(s) and Union(s) parties to this Agreement.

13.2.1 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California, within fourteen (14) calendar days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

13.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor/Employer(s)' assignment shall be adhered to until the dispute is resolved. Individuals violating this Section shall be subject to immediate discharge.

13.4 Each Contractor/Employer(s) shall conduct a Pre-Job Conference with the Council prior to commencing Covered Work. The Primary Employer, Coordinator and the District will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Contractor(s) may be held together.

ARTICLE 14
APPRENTICES

14.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Contractor (s) shall employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

14.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

14.3 There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

14.4 All Apprentices will come from a State approved Labor Management Apprenticeship program.

ARTICLE 15 **MANAGEMENT RIGHTS**

15.1 The Contractor shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion with regard to the following: the hiring, promotion, transfer, layoff, corrective action or discharge for just cause of its employees (in accordance with Article 9); the determination of the number of employees needed for the Project work; the selection/hiring of foremen and supervisors; the assignment and schedule of work; the requirement of overtime work, the determination of when it will be worked, and the number of employees engaged in such work, except as otherwise limited by the terms of this Agreement and/or the MLA. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of construction persons except that the lawful manning provisions of the MLA shall be recognized.

ARTICLE 16 **WAGES/BENEFITS**

16.1 **Wages.** All construction persons covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in the applicable MLA for such craft work and in compliance with the applicable prevailing wage rate determination.

16.2 **Benefits.** Contractor agrees to pay contributions into established construction person benefit funds in the amounts designated in the appropriate MLA; provided, however, that each Contractor and Union agree that only such bona fide construction person benefits as included in the prevailing wage determination shall be included in this requirement and required to be paid by the Contractor under this Agreement; provided further, however, that this provision does not relieve Contractors signatory to a local collective bargaining agreement with a signatory Union which would be applicable to the Projects from making any other fund contributions (including, but not limited to, those for contract administration), required by such local agreement. Contractor shall not be required to pay contributions to any other trust funds to satisfy their obligation under this Article. By signing this Agreement, the Contractors adopt and agree to be bound by the written terms of the legally established Trust Agreements, specifying the detailed basis on which the payments are to be made into, and the benefits paid out of, such Trust Funds.

16.3 **Compliance.** It shall be the responsibility of the Contractor(s) and Unions to investigate and monitor compliance with the provisions of the agreement contained in Article 15. Nothing in this agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors on the Project.

ARTICLE 17
MODIFIED MASTER LABOR AGREEMENTS

17.1 Certain Provisions Shall Not Apply. Provisions negotiated into the new or modified MLA which are less favorable to the Contractor than those uniformly required of employers for construction work normally covered by those agreements or which may be construed to apply exclusively or predominately to work covered by this Agreement shall not apply to work covered by this Agreement. Any disagreement between the parties regarding the application of the provisions of any new or modified collective bargaining agreement to work covered by this Agreement shall be resolved under the dispute and grievance arbitration procedures set forth in Article 12 hereof.

ARTICLE 18
DRUG and ALCOHOL TESTING

18.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

18.2 Employer shall be allowed to utilize employment drug screens. All personnel are subject to random alcohol and drug/alcohol testing at any time, except, the following changes will apply. Employer shall follow said Unions Master Labor Agreement drug polices, regulations and limits. Body fluid tests will utilize urine and saliva specimens. Employer may also selectively require an employee to undergo alcohol or drug/alcohol testing if Employer has reasonable cause to believe that an employee's ability to work safely may be impaired. All requirements and activities of the Employer with regard to drug/alcohol testing shall comply with the provisions of State law.

ARTICLE 19
SAVINGS CLAUSE

19.1 The parties agree that in the event any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by the court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

19.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

ARTICLE 20 **ENTIRE AGREEMENT**

20.1 This Agreement represents the complete understanding of the parties. The provisions of this Agreement, including the MLA, shall apply to the work covered by this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a MLA and is not covered by this Agreement, the provisions of the MLA shall prevail. Nothing contained in a MLA, working rule, by-laws, constitution or other similar document of the Unions shall in any way affect, modify or add to this Agreement unless otherwise specifically set forth in this Agreement or mutually agreed to in writing executed by the parties.

20.2 The parties agree that this Agreement covers all matters affecting wages, hours, and other terms and conditions of employment and that during the term of this Agreement the parties will not be required to negotiate on any further matters affecting these or any other subject not specifically set forth in this Agreement except by mutual agreement of the parties.

20.3 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Facsimile signature pages transmitted to other parties to this Agreement shall be deemed the equivalent to original signatures.

ARTICLE 21 **TERM**

21.1 The Agreement shall be included as a condition of the award of the Construction Contracts.

21.2 The Agreement shall continue in full force and effect for a term of three years from the Effective Date of June 30, 2020 through June 30, 2023 and shall be applicable to all Projects until completion that are advertised for bidding during the term.

21.3 This Agreement shall continue in full force and effect until Completion of the Project. The parties may mutually agree to extend and/or amend this Agreement.

SIGNATURES

City of Berkeley

By: _____
Title:

Date: _____

Alameda County Building & Construction Trades Council, AFL-CIO

By: _____ Date: _____

Signatory Unions

Asbestos Workers, Local 16 Boilermakers, Local 549

By: _____ By: _____

Bricklayers & Allied Craftsmen, Local 3 Cement Masons, Local 300

By: _____ By: _____

Electrical Workers, Local 595 Elevator Constructors, Local 8

By: _____ By: _____

Hod Carriers, Local 166 Iron Workers, Local 378

By: _____ By: _____

Laborers, Local 67 Laborers, Local 304

By: _____ By: _____

Operating Engineers, Local 3 Plasterers, Local 66

By: _____ By: _____

Roofers, Local 81 Sheet Metal Workers, Local 104

By: _____ By: _____

Sign Display, Local 510 Sprinkler Fitters, Local 483

By: _____ By: _____

Teamsters, Local 853 United Association of Journeymen and Apprentices Fitting Industry, Underground Utility & Landscape, Local 355

By: _____ By: _____

United Association of Steamfitters, Ironworkers City and the RDA Council of Pipefitters, Plumbers, & Gas California Fitters, Local 342

By: _____ By: _____

Council No. 16 Northern California

International Union of Laborers Painters & Allied Trades (On behalf of Painters, Local 3; Carpet & Linoleum Layers, Local 12; Glass Workers, Local 169; Auto& Marine Painters, Local 1176)

By: _____ By: _____

Northern California Carpenters Regional Council (on behalf of Carpenters, Local 713; Carpenters, Local 2236; Lathers, Local 68L; Millwrights, Local 102; Pile Drivers, Local 34)

By: _____

AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor ("Contractor") on a City Project ("Project"), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Project's Community Workforce Agreement ("Agreement"), a copy of which was received and is acknowledged, hereby:

1. Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made to said Agreement.
2. Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said Agreement;
3. Agrees to secure from any Contractor (as defined in said Agreement) which is or becomes a subcontractor (of any tier) to it, and from any successors, a duly executed Agreement to be bound in form identical to this document.
4. Contractor agrees that it shall be bound by all applicable trust agreements and plans for the provision of such fringe benefits as accrue to the direct benefit of the construction persons, including Health and Welfare, Pension, Training, Vacation, and/or other direct benefits provided pursuant to the appropriate craft agreement contained in Schedule "A" of Agreement.

Date: _____

Company Name: _____

Name of Prime Contractor or Higher Level Subcontractor:

Name of Project: _____

Signature: _____

Print Name: _____

Title: _____

Contractor's License #: _____

Motor Carrier Permit (CA) #: _____

13.26.080 First source agreement.

Every covered contract for or on behalf of the City of Berkeley, unless prohibited by federal or state law, shall contain a first source agreement which shall contain the provisions indicated below.

The contractor agrees as follows:

- A. To utilize the City of Berkeley's first source employment program as the first place utilized for recruitment and referral of applicants for new and replacement employment.
- B. To allow the City first source program a minimum of three days to refer applicants to contractors. (Contractor may apply to the City for a waiver of the three-day requirement for an emergency situation.)
- C. To interview and consider qualified applicants referred by the first source program before interviewing others.
- D. That the contractor has the sole discretion to make all final hiring decisions.

The above first source agreement provisions shall apply for the duration of covered contracts. (Ord. 5876-NS § 8, 1988)

The Berkeley Municipal Code is current through Ordinance 7836-NS, and legislation passed through October 11, 2022.

Disclaimer: The City Clerk's Office has the official version of the Berkeley Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.berkeleyca.gov](http://www.berkeleyca.gov)
[Code Publishing Company](#)



Planning and Development Department
Office of Energy and Sustainable Development

DATE: October 17, 2022
TO: Berkeley City Council Facilities, Infrastructure, Transportation, Environment & Sustainability Policy Committee
FROM: Jordan Klein, Director, Planning & Development Department
Billi Romain, Manager, Office of Energy and Sustainable Development
SUBJECT: Just Transition Healthy Home Electrification Pilot Program Proposal and Eligible Funding Categories

Overview

The goals of the Just Transition Healthy Home Electrification Pilot Program (Just Transition Pilot) are to advance economic opportunities for a diverse workforce; promote energy affordability; provide health and resilience benefits for low- to moderate- income Berkeley residents; and maximize equitable greenhouse gas (GHG) emissions reductions. Over a two-year period, pilot projects will demonstrate how building electrification upgrade programs can reduce GHG emissions while advancing community equity priorities including improving occupant health, creating economic opportunities and family sustaining jobs in the residential building electrification sector, promoting housing affordability, and enhancing resilience.

Background

On June 14, 2022, City Council approved a budget referral and Resolution No. 70,414-N.S. (Attachment 1) establishing a Pilot Existing Building Electrification Installation Incentives and Just Transition Program. The referral directed staff to develop and implement a program for installing building electrification measures in homes (i.e., direct install), prioritizing existing affordable housing buildings and low- to moderate- income households (at or below 120% of the Area Median Income). The referral also states that pre-qualified contractor(s) who meet minimum labor standards should perform the work to replace gas water heating, HVAC and cooking equipment with systems that run on clean electricity, as a way to ensure that electrification construction work provides equitable benefits to workers as well.

The Resolution calls for the establishment of labor standards that provide pathways to high-road careers for workers in residential electrification that include the following:

1. Pre-qualified residential construction contractors that will reliably perform high-quality work and provide high-road careers for workers.

2. Links to training programs for Berkeley residents who are disadvantaged or disproportionately impacted by climate and environmental injustices to enter and succeed in union construction careers.
3. Access to other local, regional, state and federal energy efficiency and electrification programs.

The objectives of labor standards are to advance high-road, family-sustaining jobs that pay living wages, with comprehensive benefits and opportunities for career advancement for a diverse workforce.

Staff will design the program in accordance with the goals of the Equity Guardrails, developed as part of Berkeley's Existing Buildings Electrification Strategy (BEBE Strategy, 2021) to serve as standards for any City-sponsored electrification policy or program:

- **Maximize Access to Health & Safety Benefits:** Proposed projects should prioritize the benefits of building electrification including health, safety, and comfort to those most impacted by climate change.
- **Maximize Access to Economic Benefits:** Proposed projects should leverage incentives and financing, reduce costs when possible, and support high-road job opportunities prioritizing disadvantaged communities.
- **Maximize Ease of Participation:** Proposed projects should be easy for all community members to access, and should be integrated with other programs and services when possible.
- **Promote Housing Affordability & Anti-Displacement:** Proposed programs should support housing preservation and tenant protections, and not displace renters or homeowners.

Just Transition Pilot Budget

On November 30, 2021, Berkeley City Council approved a budget referral for \$1,500,000 to provide initial funding for the Just Transition Pilot, including \$400,000 for administrative costs to run the program and provide support for implementation of the BEBE Strategy. Staff will monitor opportunities to leverage funding with other sources from rate-payer, local, regional, state and federal funds, including the Inflation Reduction Act.

Just Transition Pilot Timeline

Office of Energy & Sustainable Development (OESD) staff are designing the Just Transition Pilot with input from other City departments and divisions, the Berkeley Environment and Climate Commission (ECC), the City Council Facilities, Infrastructure, Transportation, Environment & Sustainability (FITES) Policy Committee, and external partners including construction trades unions, energy retrofit contractors, workforce development nonprofits and pre-apprenticeship programs, and community organizations serving low-income people and disadvantaged communities. The workplan timeline includes the following:

Just Transition Pilot Timeline

	2022					2023				2024/25
	Aug	Sep	Oct	Nov	Dec	Q-1	Q-2	Q-3	Q-4	
Research & assessment										
Develop funding categories										
Issue Request for Proposals										
Select projects										
Execute contracts										
Implement programs										
Annual evaluation										

Community Feedback on Priorities and Categories of Fund Expenditures

The Just Transition Pilot resolution stipulates that the Berkeley ECC and FITES, in consultation with community groups, will provide annual input to staff and Council on eligible categories of fund expenditures to maximize equitable emissions reductions and impacts for eligible households.

On June 22, 2022, ECC provided initial feedback highlighting the need to educate residents and contractors about the opportunities, benefits and process of electrification and suggested prioritizing upgrades for low-income families living in rental units with poor indoor air quality and rent-controlled units. On September 28, 2022, the ECC provided additional feedback recommending that the majority of funds be expended on energy retrofit implementation. They also suggested prioritizing the replacement of older equipment and optimizing grid resilience and panel capacity when possible. This initial feedback has been incorporated into the program design.

Staff have been conducting research with community partners to inform program design through interviews with key stakeholders and participation in a regional initiative. The City of Berkeley is a core participant in a partnership led by Rising Sun Center for Opportunity, the *High Road to Building Decarbonization in the San Francisco Bay*, funded through California Climate Investments and the California Workforce Development Board’s High Road Training Partnership. This project promotes equitable job access by convening discussions with construction trades’ labor unions, employers and contractors, including minority-owned contractors, apprenticeship and pre-apprenticeship programs and public agencies to understand the regional decarbonization labor market demand, workforce issues, and training needs. Together, these sectors that are often siloed are working to establish and incentivize industry labor standards and develop clear, accessible training pathways to building decarbonization jobs – especially for entry-level and disadvantaged workers. This work is helping to inform the development of the Just Transition Pilot. In addition, Berkeley staff have interviewed representatives of Alameda County construction trade unions, minority- and women-owned contracting firms, pre-apprenticeship programs, affordable housing, housing rehabilitation and low-income residents.

Stakeholder Interviews to date

Interviews to date include representatives of the following organizations:

- Alameda County Workforce Board
- BayREN
- Berkeley Housing Authority
- Berkeley Youth Alternatives
- City of Berkeley Housing Program
- City of Berkeley Public Health
- Construction Trades Workforce initiative (CTWI)
- Cypress Mandela Training Center
- Emerald Cities Collaborative
- Green and Healthy Homes Initiative
- Northern California Land Trust
- National Association of Minority Contractors
- Rebuilding Together, East Bay-North
- Revalue.IO Energy Inc.
- Rising Sun Center for Opportunity
- StopWaste
- UC Berkley Labor Center
- Various local electrification contractors

Summary of Stakeholder feedback

1. Priority Buildings
 - Focus on smaller residential (low-rise) buildings as this sector is generally served by low-road contractor jobs and has individual (versus corporate) building ownership
 - Support subsidized, income-qualified voucher units, such as Section 8 and Shelter+Care, in older/smaller buildings
 - Consider income qualified deed restricted units
 - Support Community Resilience Centers and Resilience Hubs
2. Workforce standards and inclusion
 - High-road labor standards should apply to all jobs receiving any public funding
 - Prioritize strategies that support union jobs and career pathways to high-road jobs as well as opportunities for small minority contractors
 - Support contracting opportunities for women, people-of-color owned firms and high-road career pathways for people from disadvantaged communities
 - Collaborate with community-based pre-apprenticeship programs that serve people with barriers to employment
 - Inconsistent labor standards and prevailing wage exemptions for some low-income rehab and weatherization programs creates barriers to leveraging state and federal resources
3. Other Considerations
 - Apply renter protections to all units served

- Leverage health and safety improvements and resources such as weatherization and building rehabilitation programs

Proposed Just Transition Pilot Funding Categories for Consideration and Discussion

Based on the feedback and information received to date, the following draft categories for consideration for funding through the Just Transition Pilot have been created for discussion with the FITES Committee for feedback. Staff would like feedback on the categories, and considerations on distribution of funds.

1. Energy retrofit installation labor and equipment
 - Heat pump water heater and HVAC replacement
 - Building envelope efficiency improvements
 - Panel optimization equipment and electrical/safety upgrades needed for electrification
 - Induction stove replacement
2. Program administration
 - Workforce development and contractor recruitment and qualification
 - Residential building electrification opportunities assessment, project aggregation and property owner recruitment
 - Construction management, scheduling, customer service, troubleshooting, and quality assurance
 - Evaluation, measurement, and verification

Attachments

1: Resolution No. 70,414-N.S. “Resolution Establishing a Pilot Existing Building Electrification Installation Incentives and Just Transition Pilot Program”