

	City of Alameda	County of Alameda	City of Anaheim	City of Berkeley	City of Hayward	City of San Leandro	San Leandro Unified School District	City of San Jose	County of Santa Clara
<b>1. Term of the Agreement</b>	3 years between the trades and the city. Each contractor entering the PSA is bound for the duration of the project.	10 years with a 5 year off-ramp. At the 5 year mark, either party (County or Trades) may choose to renegotiate a new agreement.	Adopted last Dec., 5 year Term	The previous Community Workforce Agreement (CWA) which is our PLA, had a two year term and went from July 1, 2018 to June 30, 2020. During COVID and due to my predecessor and the PW Director retiring in June of 2020, we are a bit delayed in renewing the agreement, but it is scheduled to go to our Council in Dec. and we are proposing a three year extension through June 30, 2023. The Alameda County Building trades Council is in agreement with the term extension.	For our library project, it has been the term of the construction contract. For our other general projects, it has been three years.	3 years with an additional 3 year extension.	3 years	5 year term	Initial term of five years including a provision for automatic rollover of the Agreement if neither party requests to change the Agreement at the end of the five-year term.
<b>2. Project Thresholds: Cost value of projects under PLA</b>	\$1M for construction contracts	Ours is a countywide agreement, across multiple agencies. Our Project Stabilization/Community Benefits Agreement (PS/CBA) covers projects \$1M+, with the exception of projects lead by the Public Works Agency (PWA) whose projects are covered for all trades at the \$3M+ threshold and projects \$1M+ are covered for Trucking (Teamsters) ONLY.	\$1M	\$500,000	Any project over \$1M	Community Workforce Agreement (CWA) applies to City construction projects whose value meets or exceeds \$1,000,000.	The way we arranged this agreement is by project. We listed our major projects as subject to the PLA. Not by threshold. Our past one here had a threshold of 500K. In my previous district it was 1M.	Applies to public works projects with engineer estimates of \$3M or more.	Projects with an engineer's estimate of \$2 million or more.
<b>3. Project Cost Implications: Increased bid prices? Staff costs?</b>	Hard to measure, as we include the PSA requirements in the bid documents for projects expected to meet the \$1 million threshold, so only contractors that will agree to be bound to the agreement will bid.	Project costs implications: Hard to ascertain with market fluctuations. Our sense is that project costs, particularly for PWA (most of their prime contractors are signatory), have not been significantly impacted. Staff costs: There are additional costs for staff time to implement the agreement. Alameda County has not done a full analysis on this.	Not seeing a bid increase at this time, but project costs are 2.5% to 3% higher due to cost of consultant assistance required to manage the many requirements of the PLA.	Unknown	Typically we anticipate increases of 5% minimum. City had hired a Sr. Management Analyst to help with coordination. He left for outside opportunities and hasn't been rehired yet. There are some early project coordination efforts and follow up quarterly meetings if other labor issues arise.	Yes, there has been a slight project cost implication with the main portion being staff time to monitor compliance. (Regarding bid prices) this is difficult to judge. It is possible that non-union bidders may not be bidding on our projects and we may have less competition and subsequently higher costs.	There is about a 15% increase in cost associated with our past PLA. There is a lot more paperwork. There are some associated staff costs as there will be more meetings to attend and track.		We have no evidence of bid price increases and no staff costs.
<b>4. Reduction in number of contractors bidding since PLA?</b>	The City of Alameda has longstanding relationships with contractors who bid on our major recurring projects, such as street resurfacing and sewer rehabilitation; these have continued after the PSA was approved.	Not that we can see. We are concerned about small and diverse subcontractor participation, and have built in a tool to assess the impacts on these contractors at the 3 year mark. At that time, parties will meet and confer to make any mutually agreed upon adjustments.	Not seeing a lack of bidders on projects since PLA adoption, however the PLA does have restrictions on how many of the contractors in house staff can be used on a project, which requires the contractor to obtain labor from Union Halls.	Unknown	This is hard to prove, but we believe so. For a private development RFP, it has affected the number of developers willing to respond.	There is the potential that we may have less bidders. We suspect that we have less bidders for our street slurry seal projects.	There certainly was when we were bidding out our modular buildings. Only two contractors could comply with the PLA.		We don't think there has been a significant change but have not analyzed the data.
<b>5. Labor shortage problems?</b>	I have heard anecdotal evidence of problems finding local labor, especially apprentices and specialty subcontractors. Many contractors for major projects already employ union labor.	This may have been the case during full employment, but Alameda is experiencing upwards of 14% unemployment right now, so we don't see this as a problem.	Contractors are restricted in using the number internals staff	Maybe at times, but is also common for contractors to have their own employee pool and these people would join the local craft union for the duration that they are working on the project.	Yes, there has been no special benefit to our contractors to hire out of local union halls.	In general there is difficulty finding City local labor at the Union Hall; however, there is sufficient labor within the County.	Yes, there has been a labor shortage in the past few years.		Not as of yet, and actually the Santa Clara and San Benito Counties Building and Construction Trades Council (SBTC) has facilitated our general contractors with introductions to union subs.
<b>6. Does PLA establish local hiring goals and have they been met?</b>	Local workforce development requirements are on pages 17-18 (goal of up to 25% by trade). I do not have data on the actual percentages overall.	Yes and yes.		Yes, the local hire goal is 20% Berkeley residents for each craft based on the total number of hours that each craft works.	Yes, there are goals. Those goals are not often met.	However, the local hiring goals have never been met.	Not in the past PLA.	Provision for employers not currently working under a Master Agreement to hire five core workers. Includes a Targeted Hire Agreement	No
<b>7. Who manages requirements of PLA? Agency staff or consultant? If consultant, can they share costs?</b>	Agency staff manage the requirements, mostly ensuring that the PSA is included in the bid documents for projects that meet the threshold, and that the selected contractor signs the agreement to be bound. At that point, the contractor is responsible for meeting the requirements. Agency staff also meet about once per quarter to review upcoming projects.	Both agency staff and consultant manage the PLA requirements. Consultant cost sharing: Current is \$1.2M for 3 years of service. This includes PS/CBA coordination, as well as labor compliance services.	Consultant is used to help manage the PLA projects, consultant cost is 2.5-3% of the project engineers estimate. The PLA requires a large amount of paperwork and other tasks to be completed ahead of the project start of work. Coordinating the preconstruction conferences has been time consuming and the consultant has helped in this area. The amount of work required: additional city staff, and the consultants also assist with required labor compliance items.	Community Development Project Coordinator administers the CWA as part of his role administering Berkeley Labor Standards and Employee programs.	Agency staff	Kurry Foley of our staff manages the requirements of the PLA in conjunction with our Project Managers.	This has been done in house with the aid of our Construction Management Team.		The SBTC Compliance manager meets with the construction contractor and our project management team at the beginning of the project. SBTC also offers training to the team. The Targeted Hiring Agreement portion of the PLA is supported by Louise Auerhahn - Community Workforce Coordinator for Working Partnerships USA
<b>8. Covered work?</b>	Section 2.3 Covered work: "Agreement covers, without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement painting or repair of buildings, structures and other works, and related activities for the Project, including geotechnical and exploratory drilling, temporary HVAC, and landscaping and temporary fencing that is within the craft jurisdiction of one of the Union(s) and which is directly or indirectly part of the Project, including, without limitation to the following examples, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, start-up, and modular furniture installation. On-site work includes work done for the Project in temporary yards or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all on-site soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published."	Section 3.6 Covered Work: This Agreement covers, without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for the Covered Project that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of the Covered Project, including, without limitation to the following examples, landscaping and temporary fencing, temporary HVAC, geotechnical and exploratory drilling, soils and materials testing and inspection, pipelines (including those in linear corridors built to serve the Covered Project), pumps, pump stations, start-up, modular furniture installation, and final clean-up. This Agreement covers work done for the Covered Project in temporary yards, dedicated sites, or areas adjacent to the Covered Project, and at any on-site or off-site batch plant constructed to supply materials to the Covered Project.	Section 2.4 Applicability: This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.		Section 2.3.1 "This Agreement covers without limitation, all construction Projects with a construction cost estimate of more than one million dollars (\$1,000,000). For these Projects, the Agreement covers all Contractor performed on-site site preparation, on-site surveying, construction, alteration, demolition, installation, improvement, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary and permanent HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, and installation of modular furniture that is covered by the State of California Prevailing Wage determinations. On-site work includes work done for the Project in temporary yards, dedicated sites or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. The 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. This Agreement shall apply to any start-up, calibration, commissioning, performance testing, repair, and operational revisions to systems and/or subsystems performed for the Project after completion unless it is performed by City employees.	All on-site construction, demolition, alteration, painting or repair of buildings, structures, landscaping, temporary fencing and other related activities for the projects that is within the craft jurisdictions of one of the signatory unions and that is part of the projects, including, pipelines, site preparations, survey work, and demolition.	Design/build and design/bid public works projects are covered;	Covers without limitation, all on-site site preparation, surveying, construction, alteration, demolition, installation, improvement, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary and permanent HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, and installation of modular furniture. On-site work includes work done for the Project in temporary yards, dedicated sites or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. The 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. This Agreement shall apply to any start-up, calibration, commissioning, performance testing, repair, and operational revisions to systems and/or subsystems performed for the Project after completion unless it is performed by County employees.	
	Section 2.4.2. This agreement covers all on-site fabrication work over which the City, Contractor/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, it is agreed hereby that this Agreement covers any off-site work, including fabrication work necessary for the Project defined herein, that is covered by a current MLA or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.	Section 3.9 This Agreement covers all on-site fabrication work over the County or Contractor possess the right of control (including work done for Covered Projects in any temporary yard or area established for a Covered Project). Additionally, any offsite work, including fabrication, necessary for Covered Projects defined herein, that is lawfully covered by a current MLA or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution of this Agreement shall be considered covered work under this Agreement.			Section 2.3.2 except "This Agreement covers all on-site fabrication work over which the City or Contractor(s) possesses the right of control (including work done for the Project in any temporary yard or area established for the Project(s)). Additionally, it is agreed hereby that off-site work, including fabrication work necessary for the projects defined herein that is covered by a provision of a current Master Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the Effective Date of this Agreement shall be considered covered work under this Agreement.				
		Section 3.19.3 Excerpt "All electrical utility, voice-data-voice and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line that provides the access to the building via a conduit or series of conduits shall be Covered Work.							

<p>8. Work not covered?</p>	<p>Not covered: Any private development project, furnishing of supplies, equipment or materials which are stockpiled for later use, public work contracts by the City which are not included in the project, no contractor/employee(s) non-construction craft employees, work performed on or near leading to the Site of work, off-site maintenance of leased equipment and on-site supervision of such work.</p>	<p>Not covered: factory built modular construction, operation of equipment and machinery owned or controlled by the County and its subcontractors and not directly related to construction of Covered Projects, all employees of any Contractor or any other consultant of the County not performing Covered Work, any work performed on or near or leading to or on the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors, or by public utilities or their contractors, and/or by the County or its contractors, in each case for work that is not Covered Work, work performed by public or private utilities, off-site maintenance of leased equipment and on-site supervision of such work, non-construction support services contracted by the County or any Contractors in connection with Covered Projects, all work by employees of the County, all warranty functions/work, corrective work, repair and maintenance work on purchase equipment performed by manufacturers' representatives or vendors after Acceptance of any Covered Projects by the County pursuant to a contract for Covered Work on a Covered Project, All Post-Disaster and Emergency Work and work privately contracted by owners of property that the County is leasing.</p>	<p>Excludes specialty utility work, high voltage work, or work requiring special contractor licenses. It also excludes commissioning, inspection, and maintenance work where use of manufacturer personnel is required so as not to void equipment warranties.</p>		<p>Not covered: public works contracts, any work performed on, 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, off-site maintenance of leased equipment or the on-site supervision of such work.</p>	<p>Agreement does not apply to projects for which there is a prohibition, exclusion or other limitation imposed because of a grant requirement, funding source agreement, or other agreement that creates a risk to the City of any repayment or return to source of any funds received.</p>			<p>Furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. 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, city or other governmental bodies or their contractors; or by public or private utilities or their contractors. Agreement shall not apply to off-site maintenance of leased equipment and on-site supervision of such work.</p>
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