



## Legislation Details (With Text)

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<b>On agenda:</b>	11/11/2014	<b>Final action:</b>		<b>Final action:</b>	11/11/2014
<b>Title:</b>	Recommendation to direct City Manager to negotiate a Citywide Project Labor Agreement (PLA) with the Los Angeles/Orange Counties Building and Construction Trades Council, and specified Craft Councils and Local Participants, and report back to the City Council within 30 days.				
<b>Sponsors:</b>	COUNCILWOMAN LENA GONZALEZ, FIRST DISTRICT, COUNCILMEMBER ROBERTO URANGA, SEVENTH DISTRICT, COUNCILMAN AL AUSTIN, EIGHTH DISTRICT				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	1. 111114-NB-33sr.pdf, 2. 111114-NB-33 Corresp. Magana.pdf, 3. 111114-NB-33 Corresp. Miller.pdf				

Date	Ver.	Action By	Action	Result
11/11/2014	1	City Council	approve recommendation	Pass

Recommendation to direct City Manager to negotiate a Citywide Project Labor Agreement (PLA) with the Los Angeles/Orange Counties Building and Construction Trades Council, and specified Craft Councils and Local Participants, and report back to the City Council within 30 days.

At the July 22, 2014 meeting Councilmembers Austin, Gonzalez and O'Donnell directed the City Manager to review and report back on a the development and implementation of a Local Workforce Training and Local hire policy within 90 days. Any such policy should include the following:

### **Threshold amount:**

Proposing a Citywide Project Labor Agreement which would apply to and be limited to all of the mute-trade City's Public Work's contracts in excess of Five Hundred Thousand Dollars (\$500,000) and prime single trade (specialty contracts) that exceed \$25,000.00

### **Local residents, disadvantaged workers and Veteran hire:**

This proposed agreement will require, as long as they possess the requisite skills and qualifications, the Participants will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft "Local Residents" to fulfill the requirements of the Employers.

First, the Participants will exert their best efforts to encourage and provide referrals and utilization of qualified workers residing in those zip codes which overlap the City boundaries. Then, if the Participants cannot provide the Employers a sufficient number of Local Residents from within the City of Long Beach (first tier zip codes), the Participants will exert their best efforts to recruit and identify for referral Local Residents residing within a fifteen (15) mile radius from Long Beach City Hall. And finally, if the Participants still have not provided the

Employers a sufficient number of Local

Residents, the Participants will then exert their best efforts to recruit and identify for referral Local Residents residing within Orange and Los Angeles counties.

A goal of 30% of all of the labor and craft positions shall be from workers residing within the areas described above. In addition, a goal of 10% of all of the labor and craft positions shall be from disadvantaged workers and/or veterans residing within a ten (10) mile radius from the Long Beach City Hall.

### **Apprenticeship Provisions/Training Programs:**

This proposed agreement will require the Participants to exert their best efforts to place on their referral roles or in their apprentice training programs persons sent to them by designated City organizations, including but not limited to the City's construction apprenticeship program, LBUSD's Architecture, Construction and Engineering Academy, Women in non-traditional employment roles program, or construction trades pre-apprenticeship training program and construction courses sponsored by Long Beach Community College.

### **Compliance Requirements - City's role:**

The City shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to all parties working under it, and the residents of the City. The City shall therefore designate a "Community Workforce Coordinator," Currently, on many existing City Public Works projects the City assigns either City staff to oversee the project or retains a construction management firm to oversee the project and to enforce the terms and conditions of the construction agreement. On applicable projects, the Community Workforce Coordinator would be included as part of these duties.

### **Work Opportunities**

The Parties to this Agreement support the development of increased numbers of skilled construction workers from among residents of the City to meet the labor needs of covered projects, specifically and the requirements of the local construction industry, generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for City residents, the primary goals of which shall be to maximize construction work opportunities for City residents. In furtherance of the foregoing, the Participants specifically agree to:

(a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified City residents as journeymen, and apprentices on Project Work and entrance into such qualified apprenticeship and training programs as may be operated by signatory Participants; and

- (b) Work cooperatively with the City, the Project Labor Coordinator, and other City consultants to identify, or establish and maintain, effective programs, events and procedures for persons interested in entering the construction industry; and
- (c) Assist City residents in contacting the Apprenticeship Training Committee for the crafts and trades they are interested in. The Participants shall assist City residents who are seeking Participants jobs on the Project and Participants membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-participants Contractors; and
- (d) Allow tours of their JAG training facilities, as requested; and
- (e) Provide a contact information list for all Participants representatives and Joint Apprenticeship Committee representatives; and
- (f) Support local events and programs designed to recruit and develop adequate numbers of competent workers in the construction industry.

### **Term of the Agreement**

This Agreement shall be for a period of five (5) years and shall continue in effect from year to year thereafter unless either Party provides written notice of its intent to terminate.

### **Duration of Agreement**

Most of the participants have a four or five year apprenticeship that a worker must go through and complete before they receive their journeyman certificate. Each of these programs are approved and monitored by the state's Division of Apprenticeship Standards.

If the Unions agree to take in local residents, as newly indentured apprentices, these new apprentices will need 4 or 5 years of classroom education as well as 4 or 5 years of on-the-job training, while working in the construction industry.

If the term of a Continuity of Work Agreement with a public entity is for less than the period of time that an apprentice needs to complete his/her apprenticeship, some craft Unions will be hesitant to commit to take in community residents and train them for 4 to 5 years without a reciprocal commitment to provide potential work opportunities for those same community residents for that same period of time.

There is no fiscal impact.

Approve recommendation.

LENA GONZALEZ,  
COUNCILWOMAN, FIRST DISTRICT

ROBERTO URANGA  
COUNCILMEMBER, SEVENTH DISTRICT

AL AUSTIN,  
COUNCILMAN, EIGHTH DISTRICT