

# CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

## Policy Session Worksheet

**Presentation Date:** June 18, 2019 **Approx. Start Time:** 10:00 AM **Approx. Length:** 30 min

**Presentation Title:** Courthouse Replacement Project: Community Benefit Agreements Info Session

**Department:** County Administration, Finance, and Public & Government Affairs

**Presenters:** Laurel Butman, *County Administration*; Gary Barth, *Project Manager*; Willy Myers, *Columbia Pacific Building Trade Council*; Mike Day, *President, DAYCPM an Otak Division*, Gerry Hein, *Project Manager, Hoffman Construction*

**Other Invitees:** Judge Kathie Steele, DA John Foote, Sheriff Craig Roberts, Debbie Spradley, Trial Court Administrator; Tim Heider, PGA

### WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

This is an informational policy session to educate the Board on Community Benefit Agreements (CBA's) and possible application in the new County Courthouse Project. Following the information session, staff will hold a second policy session to request direction from the Board as to their interest in further pursuing a CBA as part of the Courthouse Planning Process and possible next steps.

### EXECUTIVE SUMMARY:

For this briefing, staff has arranged for subject matter experts and practitioners from labor and industry to provide background on Community Benefit Agreements and the opportunities and challenge they represent. If time allows, staff may provide a brief update on the Courthouse Project. The attachments to this worksheet provide background detail.

#### ***Community Benefit Agreements (CBA's)***

Community Benefit Agreements (CBA's) can have different meaning depending on intent and parties to the agreement. One of the more common uses of CBA's are between community groups and private sector developers, particularly in cases where the public sector is providing some form of financial incentive to the private development. In these applications, the Developer agrees to provide specific amenities and/or mitigations to the local community in exchange for community support of the project. A public agency is typically a party to the agreement to ensure enforceability.

Locally, CBA's have expanded this model to include labor unions to more specifically focus on workforce development, workforce diversity and community inclusion as integral parts of development project planning.

Metro recently launched C2P2, short for Construction Career Pathways Project. Stakeholders from public agencies, private industry and community-based organizations worked with Metro to identify strategies for providing reliable career pathways for people of color and women in the construction trades. In 2018, Metro and the City of Portland jointly commissioned Worksystems, Inc. to conduct an in-depth construction workforce market study to help Metro and regional partners enhance career opportunities for women and people of color in the construction trades on public projects and to address a severe labor shortage in skilled talent.

As part of their new courthouse project, Multnomah County entered into a multi-party CBA entitled "Project Labor Agreement". Parties to the agreement include Multnomah County, Hoffman Construction multiple Unions and Equity Stakeholders and the agreement contains the following recital: "The Owner recognizes that, as a public owner, it has a unique role in the construction industry to ensure that public dollars spent **benefit the community that it serves and does not indirectly or**

**passively perpetuate discrimination against or historical under-inclusion of minorities and women and low income people in the construction industry.”**

For this educational briefing, staff has arranged for practitioners of CBA’s to provide their insight to the Board on the opportunities CBA’s represent and guidance on practical CBA development and implementation to best achieve desired outcomes.

**FINANCIAL IMPLICATIONS (current year and ongoing):**

*Is this item in your current budget?*

- Costs are planned but not yet fully budgeted for this multi-year project.

*What is the cost?*

- Total project cost: Approximately \$230 million (estimate)
  - Courthouse – \$190 million (estimate),
  - On-campus parking additions, roadway changes and re-routing, intersection signalization Red Soils Master Plan updates, District Attorney office portion of the new Courthouse building , and related soft costs associated with the new Courthouse - \$40 million (estimate)
  - **Total County cost of the project** - \$135 million (estimate)
  - **Total State Cost** - \$94.5 million bonds plus \$1.2 million State General Fund (50% match on Courthouse cost)

*What is the funding source?*

There are two: The Oregon Courthouse Capital Construction and Improvement Fund (OCCCIF) and a planned General Obligation bond or combination of GO and Full Faith & Credit bonds. Bond Anticipation Notes will likely be used as a bridge, if needed, until a GO Bond is passed. Staff is also planning a policy session with the Board to determine whether or not to pursue a Public-Private Partnership.

**STRATEGIC PLAN ALIGNMENT:**

This project aligns with three of the Board’s five Strategic Priorities:

- Ensure safe, healthy and secure communities – the new courthouse will be large enough to accommodate the number of judges available and needed for this community and eliminate overcrowding that cause intermixing of jurors, the public, and offenders providing adequate circulation.
- Build a strong infrastructure – the project will replace the outdated county courthouse in downtown Oregon City, which is too small to accommodate the number of judges needed for the community and is not seismically sound.
- Build public trust through good government – the project will improve access to justice for all residents of Clackamas County.

**LEGAL/POLICY REQUIREMENTS:**

1. The State program for courthouse replacements requires that the County spend at least an equal amount of matching funds for courthouse related costs to those provided by the State OCCCIF.
2. The 1.5% for Green Energy Technology program applies to public entities in Oregon and requires that 1.5 percent of the total contract price of a public improvement contract for new construction of a public building must be spent on green energy technology, regardless of the funding source.
3. This project will be subject to Oregon City planning and public works requirements for planning and development.
4. It is County policy to build to LEED green building standards and planning standards typically result in LEED Silver level outcomes; LEED certification is being explored and a question on whether to pursue certification will be brought before the Board at a future quarterly update.

**PUBLIC/GOVERNMENTAL PARTICIPATION:**

In July, 2017, Clackamas County secured \$1.2 million in State General Fund matching funds from the Oregon Legislature for planning costs associated with the Clackamas County Courthouse replacement project. In addition to the State Legislature’s continued involvement in this process, the project also includes participation of the Courts, Clackamas County Sheriff’s Office, the Clackamas County District Attorney’s Office, the Oregon Department of Human Services, the Association of Oregon Counties’ Court Facilities Task Force, the City of Oregon City, the Downtown Oregon City Association, and additional key stakeholders throughout the community. Extensive outreach and communications are anticipated with Clackamas County cities and the public throughout the project.

**OPTIONS & RECOMMENDATIONS:**

This is an informational session. No action is requested at this time.

**ATTACHMENTS:**

1. Community Benefits Agreement Brochure (cbanw.org)
2. Multnomah County Courthouse Project Labor Agreement
3. Portland Metro Region Construction Workforce Market Study 2018
4. Portland Business Journal Article “Diversity on worksites is an ongoing commitment”:

**SUBMITTED BY:**

Division Director/Head Approval \_\_\_\_\_

Department Director/Head Approval \_\_\_\_\_

County Administrator Approval \_\_\_\_\_ **LSB**

For information on this issue or copies of attachments, please contact Laurel Butman @ 503-655-8893.

**Attachment 1**

**Community Benefits Agreement Brochure**

## What is the CBA?

The CBA (Community Benefits Agreement) is an agreement between the community, labor unions, and public or private institutions which ensures that workforce diversity and community inclusion are integral parts of project planning and bidding processes for all contractors. The CBA strengthens our communities, brings fair benefits to all workers and community members, promotes the training and placement of women, people of color and young people, and helps to grow the demand for minority and women-owned businesses.



Community  
Benefits  
Agreement

# Community Benefits Agreement





## Why do we need a CBA?

Before the CBA was implemented, federal standards required contractors to hire just 6.9% women and 4.5% minorities (out of their total workforce) for city or county projects. This leads to a public project workforce which lacks diversity and doesn't accurately represent the very population it serves. Furthermore, minority and women owned businesses have experienced difficulty getting public contracts due to their inability to compete with the larger, established firms.



## Who created the CBA?

The CBA was created by the Metropolitan Alliance for Workforce Equity (MAWE), which represents a historic partnership between the NW Carpenters, Operating Engineers, Building Trades, Businesses, Pre-Apprenticeship Programs and Community-Based Organizations. MAWE has a deeply held respect for community expertise, and community organizations have been equal partners in the creation of the CBA.

## What does the CBA do?

**Recruitment & Training:** Owners and employers under the agreement agree to set money aside to promote workforce equity through the recruitment, training and hiring of a diverse and qualified workforce. This funding will support recruitment and training opportunities for historically disadvantaged or underrepresented people, including people of color, women, low-income individuals and all young people.

**Workforce Diversity:** Women and people of color have historically been denied access to high wage building and construction trades workforce. This agreement tackles this long-standing inequity head-on by setting participation and outreach goals for women and people of color. MAWE intends that this CBA sets a new standard for a diversified workforce in the Metropolitan area: the goals of 9% for Women and 18% for people of color, while driving demand for all new workers.



**Utilization of Minority and Women-Owned Businesses:** The CBA sets goals and bid preference related to minority and women-owned business utilization, as well as funds for Contractor Technical Assistance to build the capacity of these firms.

## How is the CBA implemented and enforced?



The CBA sets up an ongoing governance structure to ensure oversight, constant improvement and continuity between projects. When projects adopt the CBA, they help ensure that the umbrella of fair opportunity will be extended to everyone in the community. MAWE will continue to actively engage with community, labor, owners and contractors.

On the Labor-Management-Community Oversight

Committee, representatives from Unions, project owners, contractors and community groups will meet regularly to resolve disputes and conflicts, monitor worker utilization and diversity, improve CBA goals and processes, and administer funds related to recruitment, training, contractor assistance and oversight.



For more information please go to:

[cbanw.org](http://cbanw.org)

**Attachment 2**

**Multnomah County Courthouse Project Labor  
Agreement**

# MULTNOMAH COUNTY CENTRAL COURTHOUSE PROJECT LABOR AGREEMENT

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ATTACHMENTS

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Attachment A – Letter of Assent

Attachment B – Owner’s Workforce Training & Hiring Program [to be attached]

Attachment C – Green Dot, or Equivalent Workplace Training Program

# MULTNOMAH COUNTY CENTRAL COURTHOUSE

## PROJECT LABOR AGREEMENT

This **Multnomah County Central Courthouse Project Labor Agreement** (this “**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **Multnomah County**, an Oregon political subdivision (the “**Owner**”); the construction manager/general contractor **Hoffman Construction Company of Oregon**, an Oregon corporation (the “**Contractor**”) on behalf of the Contractor and all subcontractors who become signatory to this Agreement by executing the Letter of Assent (Attachment “A”) (collectively, the “**Employer**” or “**Employers**”); the unions signatory to this Agreement (“**Signatory Union(s)**”); and equity stakeholders signatory to this Agreement (collectively, “**Equity Stakeholders**”), to establish uniform standard working conditions and diverse community participation for the efficient performance of construction work on the Multnomah County Central Courthouse project (the “**Project**”) in Multnomah County, Oregon as procured by the Owner under the Owner’s solicitation number RFP #4000003353.

### RECITALS:

**A.** The Owner and the Contractor have entered into Construction Manager/General Contractor Services Contract #44-2096, dated effective September 1, 2015, for the Contractor’s provision of construction services and other services on the Project (the “**CM/GC Contract**”).

**B.** The Owner recognizes that, as a public owner, it has a unique role in the construction industry to ensure that public dollars spent benefit the community that it serves and does not indirectly or passively perpetuate discrimination against or historical under-inclusion of minorities and women and low income people in the construction industry.

**C.** The Signatory Unions and the Contractor recognize that strikes, sympathy strikes, pickets, work stoppages, slowdowns, lock outs, or other labor disruptions on the Owner’s construction projects significantly hinder the ability of the Owner to achieve its institutional mission.

**D.** The Signatory Unions, the Contractor and Equity Stakeholders recognize that the Owner is entitled to retain and exercise full and exclusive authority for the management of its operations, and shall remain the sole judge in determining the competency and qualifications of all firms responding to its Invitations to Bid, including all prime contractors and subcontractors, with the corresponding right to hire or reject such potential contractors on its public works projects.

E. The Signatory Unions, the Contractor and Equity Stakeholders recognize that securing the contracting diversity and apprenticeship objectives of this Agreement should not impose undue administrative burdens on the Owner, or the Contractor and Subcontractors.

#### **DEFINITIONS:**

As used in this Agreement:

A. **“Subcontractor”** means a subcontractor who is signatory to this Agreement via the Letter of Assent (Attachment “A”) and is a subcontractor to the Contractor or a lower tier subcontractor to a prime subcontractor. “Contractor and Subcontractor(s)” also are referred to as “Employer” and “Employer(s)” under this Agreement.

B. **“Non-Referred Employee”** is an individual who was not referred to the Project by a Signatory Union from its hiring hall, and who is employed by an Employer to perform work on the Project coming within the recognized jurisdiction of the Signatory Unions. The term “Non-Referred Employee” also includes certain other employees as described in this Agreement, including certain employees of Disadvantaged, Minority-Owned, Women-Owned, Service Disabled Veteran-Owned and Emerging Small Businesses certified in the State of Oregon (**“DMWSDVESBs or Certified Firms”**).

C. **“Union Referred Employee”** is an individual who is not a Non-Referred Employee, who is referred by a Signatory Union from its hiring hall, who is employed by an Employer on the Project, and who performs work coming within the recognized jurisdiction of the Signatory Unions.

D. **“Equity Stakeholders”** are the National Association of Minority Contractors – Oregon (“NAMC–Oregon”), the Oregon Association of Minority Entrepreneurs (“OAME”), Oregon Tradeswomen, Inc. (“OTI”), Constructing Hope, Portland Youth Builders, and any other community organization, business, and/or individual who is identified by the Owner and Contractor as committed to the advancement of diversity on the Project and to remediation of the under-inclusion of racial and ethnic minorities and women in the construction industry and trades and, as a result of such commitment, invited by the Owner and Contractor to become an Equity Stakeholder for the Project.

#### **ARTICLE I** **Purpose**

1.1 **Objectives** - The objectives of this Agreement are to ensure that:

- A. The public served by the Owner receives the fullest benefit of those public works construction projects undertaken by the Owner including economy and efficiency;
- B. The Owner optimizes through its contracting processes diverse community participation inclusive of racial and ethnic minorities, and women in the Project;

- C. The Owner receives the benefit of a highly skilled and well-trained workforce, and the development through apprentice programs of skilled labor based in the community, in the performance of the work on the Project;
- D. The Project is performed without disruptions caused by labor unrest, including strikes, sympathy strikes, lock outs, picketing, work stoppages, slowdowns and similar job disruptions;
- E. This Agreement is established as a fair and balanced approach with respect to the rights and obligations of union and open shop contractors and employees; signatory and non-signatory contractors to this Agreement; disadvantaged, minority, women, service disabled veterans and emerging small business enterprises and employees; and the equity interests of the community in the Project.

**1.2 Importance of Project Cooperation** - The Owner, the Contractor, Subcontractors, Unions, and Equity Stakeholders signatory to this Agreement (hereinafter identified collectively as the "Parties") acknowledge that the construction of the Project is important to the development of a new Multnomah County Central Courthouse suitable for the 21<sup>st</sup> century, for delivery of justice to the citizens of Multnomah County. The Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management-community cooperation on matters of mutual concern, including productivity, quality of work, labor stability, safety and health.

**1.3 Parties' Roles** - The Parties recognize that they play an integral and critical role in ensuring diverse participation on the Project, and in the development of skilled craft workers through the apprenticeship objectives of this Agreement, and commit to compliance with the objectives of this Agreement and the construction contract for the Project.

**1.4 Need for Skilled, Qualified Craft Workers** - The Parties agree that the timely construction of the Project will require substantial numbers of employees for construction and supporting crafts possessing skills and qualifications that are vital to its completion. The Parties will work together to furnish skilled, efficient craft workers for the construction of the Project.

**1.5 Stable Working Conditions** - Further, the Parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on the Project, to encourage close cooperation between the Contractor, Subcontractors and the Signatory Unions, and to ensure that a satisfactory and constructive relationship will exist throughout the Project between the Parties to this Agreement.

**1.6 No Disruptions, Labor-Management Harmony** - In recognition of the special needs of the Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the Parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings,

disputes or grievances which may arise. Further, the Contractor and all Subcontractors of whatever tier, agree not to engage in any lockout, and the Signatory Unions agree not to engage in any strike, sympathy strike, picketing, work stoppage, slowdown, lock out or interruption or other disruption of or interference with the work covered by this Agreement.

**1.7 Settlement of Issues** - The Parties understand and agree that issues may arise that were not anticipated and that could cause unforeseen difficulties for the Owner, the Contractor, Subcontractors, Signatory Unions, employees and the community. All Parties agree to work cooperatively to resolve any such issues, including the option of amending this Agreement at any time if necessary. If an amendment to this Agreement is proposed before the Project is completed, the amendment must be adopted by majority consent of all of the Parties to this Agreement (which majority must include the Owner and Contractor).

## ARTICLE II Scope of Agreement

### **2.1 Scope**

A. This Agreement shall apply only to that construction work on the Project coming within the recognized jurisdiction of the Signatory Unions, as more specifically described in the remainder of this section 2.1. Where there is a conflict, the terms and conditions of this Agreement shall supersede and override the terms and conditions of any and all other national, area, or local collective bargaining agreements; except for all work performed under the NTD Articles of Agreement; the National Stack/Chimney Agreement; the National Cooling Tower Agreement; and all instrument calibration work and loop checking, which shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians; and the National Agreement of the International Union of Elevator Constructors; with the exception of Articles V, VI and VII of this Agreement, which shall apply to all such work. It is acknowledged and agreed that this is a self-contained, stand-alone Agreement and that, by virtue of becoming bound to this Agreement, neither the Contractor nor the Subcontractors will be obligated to sign any other local, area, or national agreement.

B. This Agreement shall cover and be applied only to that construction, rehabilitation, alteration, conversion, extension, painting, repair, improvement or other construction work performed at the Project site that is contracted by the Owner and/or Contractor/Subcontractors and is generally described as the "Multnomah County Central Courthouse Project."

C. The terms of this Agreement shall also apply to that work performed at temporary facilities, such as fabrication yards and/or assembly plants located at or adjacent to the Project site, which are integrated with and set up for, the purpose of servicing the Project, rather than to serve the public generally, and are determined by appropriate governmental authorities to be subject to payment of prevailing wages in connection with the Project.

D. It is intended that the provisions of this Agreement shall apply to the Contractor and all Subcontractors at every tier, performing work on the Project, and that notice of the Contractor's

intent to incorporate this Agreement into each subcontract shall be included in the Contractor's solicitation of subcontractor bids for work on the Project.

E. This Agreement shall only be binding on the Parties hereto, and shall not apply to the parents, affiliates or subsidiaries of the Parties, or to any other project.

**2.2 Exclusions** – Exclusions from all or some (as set forth below) provisions of this Agreement include the following types of work, material suppliers, categories of employers, trades and employees:

A. Construction work outside the scope of the construction contract for the Project.

B. Material suppliers retained by the Contractor or Subcontractors for the Project and off-site manufacture of materials, equipment and machinery.

C. This Agreement only governs construction of the Project and shall be subordinate to any and all stipulated requirements in the relevant statutes enabling funding or financing of the Project.

D. Construction related personnel not directly performing placement of work, including but not limited to: executives, superintendents, supervisors, assistant supervisors, any employee classified as salaried General Foreman and above; technical employees including, but not limited to: architects, engineers, staff engineers, inspectors, quality control and quality assurance personnel; mail carriers, messengers, delivery couriers; clerks, timekeepers, office workers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, administrative, community relations or public affairs, environmental compliance, supervisory and management employees.

E. Work of other non-construction trade labor that may be identified during the course of the Project, including but not limited to:

- a. Artists retained by the Owner during the course of the Project and their work that does not involve work defined under the Oregon Bureau of Labor and Industries (BOLI) Prevailing Wage Rate scopes of work classifications.
- b. Furniture, fixture and equipment installers retained by the Owner for work to be performed after Signatory Employers have completed construction related work and/or after the contract substantial completion date.
- c. Employers and their employees directly controlled by the Owner, including construction and non-construction support services contracted by the Owner in connection with the Project separately from the Contractor, and the Owner's "Owner's Representative" for the Project.
- d. All employees of the design teams or other consultants of the Owner, the Contractor, or any Subcontractor for specialty testing, commissioning, design, and other professional services.

- e. Employees engaged in any work performed on or near, or leading to or into, the Project site by state, county, city or other governmental bodies, their other retained contractors, or by the public utilities or their contractors, or by the other public agencies or their contractors.
- f. Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's written warranty or guarantee, or the on-site supervision of such work.
- g. Employees engaged in maintenance on equipment and machinery and on-site supervision of such work.
- h. Employees engaged in warranty functions and warranty work, and on-site supervision of such work.
- i. Laboratories for specialty testing or inspections.
- j. Construction work ancillary to the Project but contracted by others.

F. Certified Firms (DMWSDVESBs) certified by the Certification Office for Business Inclusion & Diversity (COBID); formerly the Office of Minority, Women, and Emerging Small Business) that are awarded work on the Project shall execute the Letter of Assent (Attachment "A") in accordance with Section 6.2 hereof, but Certified Firms and their employees performing work on the Project shall be exempt from compliance with certain obligations otherwise applicable to Subcontractors. These exemptions include, but shall not be limited to, all of the following protections and exclusions for Certified Firms and their employees:

- a. Certified Firm employees shall not be required to join any union, including the Signatory Unions, and no contributions to unions, their benefit programs or trust funds shall be required by or on behalf of Certified Firm employees.
- b. Certified Firm employees or employers shall not be required to pay representation fees, initiation fees, union dues, check-offs, fines or any other payments to union benefit programs or trust funds.
- c. Union/non-union journeymen/apprentice hiring ratios in this Agreement shall not apply to Certified Firms, provided they are not subject to the Owner's Workforce Training & Hiring Program qualifying criteria (i.e., subcontracts of \$100,000 or more).
- d. Certified Firm employees have the option to participate in the grievance procedure offered under Article V of this Agreement by the Labor-Management-Community Oversight Committee as defined in Section 9.1 (the "Committee").

G. Offsite fabrication at non-temporary facilities not established specifically for this Project and which have been used for fabrication of other projects within the past year.

H. All Project deliveries of materials that are not covered by Oregon's prevailing wage statute, as determined by the Commissioner of BOLI, in accordance with ORS 279C.838 (3) and as defined in OAR 839-025-0004(32), -0035 (6) & (7). Truck drivers, parts runners and other delivery personnel working for contractors and subcontractors are generally not due the prevailing rate of wage for delivery to and from the Project site of work. However, if driving takes place on the Project site, or if these workers are engaged in performing other manual work



at the Project site, the applicable prevailing wage rate must be paid to the workers for time spent on the Project site. For enforcement purposes, truck drivers performing delivery for a construction contractor or subcontractor must be paid prevailing wage if they perform 15 minutes or more of driving or other work at the Project site. OAR 839-025-0004(32); OAR 839-025-0035(7) Truck drivers performing delivery for a commercial supplier are not generally due prevailing wage for incidental work performed on the Project site. These workers are due prevailing wage only if they spend more than 20 percent of their time during a work week engaged in work on the Project site. OAR 839-025-0035(6)

I. Scopes of work as may be determined by Owner as specialty work and may require pre-qualification or may be proprietary.

J. The Owner. Nothing contained herein shall be construed to prohibit or restrict the Owner, or its employees, from performing work not covered by this Agreement on the Project site. As areas and systems of the Project are inspected and construction is tested by the Contractor and accepted by the Owner, this Agreement shall not have further force or effect on such items or areas, except when the Contractor is directed by the Owner to engage in repairs, modifications, and checkout and/or warranty functions as required in the construction contract for the Project unless these tasks are specifically excluded elsewhere in this Agreement.

### **ARTICLE III**

#### **Exclusive Representation and Authority**

**3.1 Owner Authority** - The Parties recognize that the Owner retains and shall exercise full and exclusive authority for the management of its operations and the Project. The Owner remains the sole judge in determining the competency and qualifications of all firms responding to its solicitations. The Owner has the absolute right to select any qualified bidder or proposer for the award of the prime contract on the Project, provided that such bidder or proposer shall be willing, ready, and able to execute and comply with this Agreement for the craft workers that it employs in all work classifications for the Project for the duration of the Project.

**3.2 Pre-Job Conference** - The Employer(s) at every tier performing work on the Project will endeavor to have a pre-job conference with the Signatory Unions representing the craft workers the Employer intends to employ on the Project. The conference shall address, but not be limited to, manpower, key employees work dates, work hours, Project rules, employee transportation to and from the Project site, safety, employee absenteeism, lunch and breaks.

**3.3 Union Access** – Authorized representatives of the Signatory Unions shall have access to the Project, provided they do not interfere with the work of the employees and further provided that such representatives comply with any visitor and security rules established for the Project. No union representative will be denied reasonable access to its members.

**3.4 Union Security** - All employees who perform work within the properly determined craft jurisdiction of a Union and who are members of that Union on the effective date of this

Agreement shall as a condition of their employment, maintain their membership in the Union as per the appropriate craft Master Labor Agreement.

#### **ARTICLE IV** **Dispute Resolution**

**4.1 Jurisdiction of Work** – The assignment of work will be solely the responsibility of the Contractor or Subcontractor performing the work involved. Such work assignments will be in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) and will generally be assigned on the basis of traditional craft jurisdictional lines, agreements of record, established trade agreements, prevailing area practices, and Composite Crews per Section 8.6 of this Agreement. During a dispute that involves jurisdiction of work, the Employer shall continue to determine crew sizes and retains all of its management rights.

**4.2 Craft Jurisdiction Dispute Resolution** – All questions, complaints, or disputes involving Union-Referred Employees and dealing with craft jurisdiction shall be referred to the business representative of the Signatory Union(s) involved in the jurisdictional dispute and to the Employer’s authorized representative, who shall then meet at a location acceptable to all involved parties and make their best efforts in good faith to resolve the dispute. If the disputing parties are unable to resolve the dispute, the parties mutually agree to mediate the dispute within ten (10) business days after the Signatory Union and Employer representative reach an impasse. Jurisdictional disputes that cannot be settled at the local level and through mediation shall be settled and adjusted according to the Plan. Any determination made pursuant to this provision shall be final, binding and conclusive on the Contractor and/or Subcontractor, and Signatory Union(s) to this Agreement as it relates to this Project only. Such a determination shall not establish a precedent on other project sites or for other projects.

**4.3 No Disruptions during Disputes** – Pending resolution of all jurisdictional disputes, all work shall continue without the occurrence of any strike, sympathy strike, picketing, work stoppage, slowdown, lock out or other labor disruption of any nature, and the Contractor’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

**4.4 Non-Referred Employees** – Non-referred Employees at their discretion, including employees of Certified Firms, need not be represented by a Signatory Union and shall have the option, but not the obligation, to resolve disputes in accordance with the procedures set forth in Section 5.4.

#### **ARTICLE V** **No Disruptions**

**5.1 No Disruptions** – During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, bannerings or other disruptive activity for any reason by any Signatory Union or their members, and there shall be no lock out by an Employer. The Signatory Union(s), the Contractor, and Subcontractors agree that they shall not sanction,



recognize, aid or abet, incite, encourage or continue any such disruptive activity and shall undertake all reasonable means to prevent or terminate it. Signatory Unions shall not conduct activities that violate this Section 5.1. For purposes of this Agreement, "bannering" shall mean the posting of signs, banners or balloons on or adjacent to the Project site or any of the Owner's other buildings, with the intent to threaten, coerce, or restrain the Owner, when the Owner is a secondary employer not directly involved in a primary labor dispute, if the object of the bannering is to cause the Owner to cease doing business with the primary employer. "Bannering" shall not include the posting of signs on the Project site or perimeter fences identifying the Owner, the Oregon Judicial Department, the Oregon Department of Administrative Services, the Contractor, Subcontractors, Signatory Unions or Equity Stakeholders that are actively participating in the Project, which identification signs are specifically permitted.

**5.2 No Employee Disruptions** - No referred employees shall engage in activities which violate Section 5.1. Participation by such an employee or group of employees in an act violating the foregoing provision will be cause for discharge or removal of the employee, or cancellation of contract by the Owner and/or the Contractor if such activity is supported by the Contractor and/or Subcontractor in violation of Section 5.1. If there is any strike, sympathy strike, work stoppage, slowdown, picketing, or other disruption in violation of this Agreement by any craft signatory, it is agreed that the other crafts shall be bound to ignore and shall not participate in such disruption and shall continue to staff the Project without interruption.

**5.3 Dispute Resolution** – The Parties agree to establish the Committee as set forth in Section 9.1, which will provide an option for the effective and binding settlement of labor misunderstandings, disputes or grievances that may arise between the Contractor, its Subcontractors at any tier level, the Signatory Unions, or their members. Thereby the Owner, the Employer(s) and the Signatory Unions are assured of complete continuity of operation without slowdown or interruption.

**5.4 Grievance Procedure** – The Contractor, Subcontractors, Signatory Unions, and the Employees, collectively and individually, acknowledge the importance to all Parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article. When a Signatory Union and Employer have a collective bargaining agreement, they may mutually agree to use the grievance procedure contained in said collective bargaining agreement.

Any question or dispute arising out of and during the term of this Agreement (other than trade jurisdictional disputes and disputes involving Non-Referred Employees or Certified Firms) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward (or directly in the case of Certified Firm Non-Referred Employees), shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the Contractor or the involved Subcontractor stating

the provision(s) alleged to have been violated. The business representative of the Signatory Union or the job steward and the work-site representative of the involved Subcontractor and the Contractor shall meet and endeavor to address the matter within three (3) working days after timely notice has been given. The representative of the Subcontractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Contractor) or directly to the Contractor's work-site representative in a matter pertaining to a Certified Firm Non-Referred Employee at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail (or the Committee fails, in a grievance brought by a Certified Firm Non-Referred Employee) to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Signatory Union(s) or the Contractor or any Subcontractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. (a) If the grievance has not been settled under Step 1, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The involved Subcontractor or Contractor and the involved Signatory Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The grieving party shall strike the first name, the other party shall then strike one (1) name, and the process shall be repeated until the arbitrator is selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the involved Subcontractor or Contractor and the involved Signatory Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance, waived, null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

The Contractor and the Owner shall be notified of all actions at Step 2 and shall, upon their request, be permitted to participate in all proceedings at these steps.

**5.5 Court Relief** – The Owner, Employers or Signatory Unions on this Project have the right to seek relief directly from the courts or other appropriate forum in the event there is a violation of this Article V.

**ARTICLE VI**  
**Subcontracting**

**6.1 Notice of this Agreement** – Any Employer seeking to subcontract work to which this Agreement applies shall notify any potential subcontractor of the existence of the terms and conditions of this Agreement, of the Owner’s apprenticeship goals (Article X), workforce diversity goals (Article XI) and of the Owner’s aspirational goal for contracting with Certified Firms (Article XII).

**6.2 Right to Select Qualified Bidders** - The Owner, the Contractor and/or Subcontractor shall have the absolute right to select any qualified bidder or proposer and award contracts or subcontracts on the Project without reference to the existence or non-existence of any collective bargaining agreements between the prospective contractor or subcontractor and any Signatory Union, provided only that such prospective contractor or subcontractor is willing, ready, and able to comply with this Agreement and to execute a Letter of Assent (in the form attached as Attachment “A”) should such entity be awarded work covered by this Agreement. If prime-tier Subcontractors are not able to achieve the Project’s aspirational goals for Certified Firm participation by contracting with Signatory Subcontractors, then the prime-tier Subcontractors shall not be restricted or prohibited from contracting with lower-tier Certified Firms that are non-signatory (see Subsection 2.1A hereof).

**6.3 No Joint Liability** - It is understood that the liability of the Contractor, the liability of the separate Signatory Union(s), and the liability of Subcontractors shall be several and not joint. Each Signatory Union agrees that this Agreement does not have the effect of creating any joint employment status with the Owner, the Contractor and/or any Subcontractor.

**ARTICLE VII**  
**Hiring Procedures**

**7.1 Notification of Opportunities** - The Contractor and Subcontractors agree to notify each Signatory Union of all opportunities for employment on the Project. Nothing in this Agreement shall be deemed to limit the Contractor’s or a Subcontractor’s right to reject proposed employees. The Contractor and Subcontractors shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdictions, and select employees to be laid off. The Contractor and Subcontractors shall also have the right to reject any applicant referred by a Signatory Union for any reason provided that such right is exercised in good faith, and in a nondiscriminatory manner.

**7.2 Union Referred Employees** - The Employer shall request and the Signatory Union may refer applicants for the various journeymen and apprentice classifications as required by the Employer for this Project in accordance with this Agreement, or otherwise by mutual agreement of the Employer and Signatory Union.

**7.3 Referral Non-discrimination** - The Signatory Unions represent that their local unions administer and control their referrals in a nondiscriminatory manner and in full compliance with

the Federal, state and local laws and regulations which require equal employment opportunities and non-discrimination and the diversity provisions of this Agreement.

**7.4 Local Hiring** - It is the intent of the Parties to promote the use of locally available, skilled craft labor provided through the local hiring halls and in compliance with the local hiring provisions contained in this Agreement. The Contractor commits to the Project labor hours to be worked by Multnomah County residents. The Project has an aspirational goal that 15% or more of the total Project hours will be worked by Multnomah County residents. Employers will track and report worker hours in support of this aspirational goal. If the Contractor is unable to meet this objective, the Contractor shall document its good faith efforts to comply and shall also document the lack of available Multnomah County workforce numbers sufficient to achieve this objective.

**7.5 Core Employees** - Employers who do not have a collective bargaining relationship with the Signatory Unions on the Project, but are signatory to this Agreement via the Letter of Assent (Attachment "A"), may employ their own core employee craft workers. "Core Employees" in this context only refers to the following craft workers: working foremen, journeymen, working owner-operators, and apprentices. The term Core Employees does not refer to employees otherwise excluded in Article II such as supervisory, management or non-working owners of non-signatory contractors.

- A. It is agreed by the Parties that the intent of the Core Employee definition is to protect fair and legal employment standards, and to secure opportunities for contractors, regular employees, and union craft workers.
- B. For open shop, non-Certified Firms who are signatory to this Agreement, the limits on Core Employees shall be as follows: the first two workers may be Core Employees; the next two craft workers shall be union referrals. Thereafter, dispatch may alternate Core Employees and Union Referred Employees, on a one-for-one basis, with the Core Employee total number not to exceed 50% plus one worker of the Employer's craft workforce, or otherwise by mutual agreement of the Employer and Union.
- C. Employees shall be deemed Core Employees if they have been on the Employer's payroll a minimum of 500 hours in the 6 months prior to the Project, and on the Employer's active payroll a minimum of 60 days prior to start of work on the Project. Core Employees shall meet the minimum qualifications of the craft they are performing, and shall hold all required licenses and certifications for the work of their craft.

**7.6 Employer-Signatory Union Negotiations** - It is agreed and understood that those specific terms and conditions governing hiring and assignment of current union trade workers to supplement Core Employees proposed for the Project may be negotiated jointly by the Employer and the appropriate Signatory Union representatives, provided any such negotiations do not cause strikes, sympathy strikes, pickets, work stoppages, slowdowns, lock outs, or other labor disruptions.

**ARTICLE IX**  
**Labor-Management-Community Oversight Committee**

**9.1 Labor-Management-Community Committee Purpose and Objectives** – In recognition of the necessity for cooperation and communication among all Parties to this Agreement in achieving the diversity goals of this Agreement, the prevention of disputes and misunderstandings and the implementation of this Agreement, the Parties agree to establish a Labor-Management-Community Oversight Committee (the “**Committee**”) and to hold periodic meetings to discuss and resolve issues and/or concerns which may arise during the life of the Project. The dates and times of these meetings will be determined by the Parties.

**9.2. Membership** – The Committee shall be comprised of an equal number from each group of Owner representatives, Signatory Union representatives, Contractor representatives and Equity Stakeholder representatives from community based organizations with a strong record of accomplishment of serving racial and ethnic minorities, women and low-income people. The Owner, Signatory Unions (as a group), the Contractor, and Equity Stakeholders (as a group), shall each have an equal number of Committee members and votes; a minimum number of two and a maximum number of four Committee members and four votes for each group; even if only one member from a group is present. In the event of a tie vote on any matter decided by the Committee, the Owner representative shall cast a tie-breaker vote. A quorum for the Committee is when all groups of Parties are represented by at least one member (e.g., one Owner representative, one Signatory Union representative, one Contractor representative, and one Equity Stakeholder representative). No official business can be transacted without a quorum.

**9.3 Compliance Monitoring** – The Committee shall be responsible for monitoring the Contractor’s and Subcontractors’ compliance with the contracting, apprenticeship, workforce, and local hire goals and programs established in this Agreement. The Owner shall file a quarterly report on hiring ratios and on compliance of each Employer with this Agreement, for the Committee’s review and comment. The Committee shall examine the data regarding each craft’s use of Core Employees and may agree by majority vote to changes to the minimum number of hours an employee would have to be on an Employer’s payroll to be deemed a Core Employee. The Committee shall report to the Owner if ratios have not been achieved. The Committee may also waive by majority vote the definition of Core Employee based upon an Employer’s craft needs and past practice.

**9.4 Arbitrator** – The Committee shall have the authority to appoint and remove a Standing Arbitrator and an alternate (hereinafter identified collectively and individually as the “**Arbitrator**”) to decide any disputes involving the Contractor, Subcontractors, Signatory Unions, and Union-Referred Employees arising under Articles X or XI of this Agreement. The Committee shall have the authority to establish its own rules and procedures, including which parties to a dispute shall pay the Arbitrator’s fees, and shall be the governing authority to interpret this Agreement. It shall have oversight authority to review the decisions of the Arbitrator in order to clarify such for the future guidance of the industry but not to overrule a particular decision of the Arbitrator. The Committee may respond to specific requests for interpretations from interested Parties.



**7.7 Drug-free Workplace** - It is agreed and understood by all Parties that a drug-free workplace is of the highest priority and the Owner and Employers retain their rights to comply with their established drug testing policies and practices.

**ARTICLE VIII**  
**Wage Rates, Fringe Benefits and Work Rules**

**8.1 Prevailing Wage Rates** – The classification of employees and the payment by Employers of prevailing wages and fringe benefits by craft as determined by the applicable BOLI Prevailing Wage publication shall be as required by the CM/GC Contract for the Project.

**8.2 Non-Union Employers who Hire Union Referred Employees** - Employers who are not signatory to an agreement with a Signatory Union, but who hire a Union Referred Employee under this Agreement, shall accept the terms and conditions of the applicable master labor agreement, for those Union Referred Employees only. However, any non-union contractor or subcontractor and the non-union Employer, who hired the Union Referred Employee under this Agreement for this Project, are not otherwise bound by any actions, determinations, terms and conditions of any Signatory Union agreements with respect to non-union employees.

**8.3 Work Rules** – The Contractor and Signatory Unions agree to establish work rules prior to commencement of work on the Project. Work rules shall comply with Oregon statutes and BOLI’s regulations, and all other applicable rules, regulations and laws. The Contractor and Signatory Unions further agree to establish specific Project work rules that satisfy the objectives of this Agreement.

**8.4 Composite Crews of Craft Workers** – The Signatory Unions, and each of them, recognize and agree that, in order for an Employer to be competitive and to ensure that craft workers are productively employed throughout their shifts on the Project, Employers may utilize craft workers as a composite crew on any task. In performing its work, the composite crew shall be allowed relaxation from strict craft jurisdiction provided the employees from each craft are assigned tasks within their craft’s jurisdiction as far as reasonably practical so long as such work assignments have been mutually agreed upon between the respective crafts by way of a pre-job conference. Employers shall endeavor in good faith to assign craft workers such that the total number of hours worked by members of each craft is consistent with traditionally recognized craft jurisdictions. The Signatory Unions recognize and agree that on individual days the proportion of hours worked by each craft may be more or less than the traditional ratios. Employers agree that the use of employees from one union or craft to perform the work of another union or craft shall in no way constitute an assignment nor shall it in any way prejudice traditional jurisdiction.

**9.5 Dispute Resolution** – For all misunderstandings, disputes, or grievances arising out of Article V of this Agreement, the Committee shall follow the Dispute Resolution Procedures set forth in Article V, Sections 5.2 and 5.3. Nothing in this Agreement precludes the Owner from taking actions authorized or permitted by the CM/GC Contract executed between the Owner and the Contractor.

**ARTICLE X**  
**Community Apprenticeship Goals**

**10.1 Community Apprenticeship Hours Goal**

A. The Parties recognize the need to maintain continuing support of programs designed to develop within the community adequate numbers of competent workers for the construction industry. Accordingly, the Owner requires that, on prime contracts greater than \$200,000 and/or subcontracts greater than \$100,000, the Employer shall employ state registered apprentices (that is, BOLI registered apprentices or federally registered apprentices) to meet an overall Project aggregate goal of twenty percent (20%) of all covered work hours on the Project.

B. Employers shall pay apprentices at the rate required by the applicable collective bargaining agreement or in accordance with the state prevailing wage rate applicable to the Project. The apprentices must be enrolled in state-approved apprenticeship programs during all of the hours worked on the Project by the apprentices.

C. Employers shall not utilize workers previously employed at a journey-level or those who have successfully completed a training course leading to journey-level status to satisfy the requirements of this provision except that apprenticeship hours can be counted for up to one (1) year after the apprentice journeys out, so long as the worker is employed on the same project as when they completed their apprenticeship.

**10.2 Owner's Workforce Training & Hiring Specifications** – The Multnomah County Commissioners have directed that all Departments maximize apprenticeship and employment opportunities for minorities, women and economically disadvantaged workers in the construction trades (County Ordinance No. 861, July 11, 1996 and PCRB Rule 60-0050 Workforce Requirements in Construction Contracts), which Workforce Training & Hiring Program Specifications and Requirements, as revised and updated December 4, 2015, are attached hereto as Attachment "B" and incorporated by reference into this Agreement (the "**Owner's WFTH Program**") with specific exceptions noted below in Subsection 10.4D and Section 11.2. The Owner's WFTH Program goals include ensuring that: a) the Owner does business with contractors whose workforce reflects the diversity of the workforce found in Multnomah County, and b) the Owner's contracting dollars provide fair and equal opportunities to the jurisdiction's diverse population. Subcontractors are encouraged to fulfill the Owner's WFTH Program requirements even if their contracts are less than \$100,000.

**10.3 Apprenticeship Diversity** – The Parties agree to facilitate the entry of historically disadvantaged or underrepresented people, including racial and ethnic minorities, women, and low-income people, who are interested in careers in the construction industry. To that end, the Parties agree to set aspirational goals for the recruitment and retention of apprentices from historically disadvantaged or underrepresented communities, including racial and ethnic minorities, women, and low-income people. Employers shall maintain records of the diversity of their on-site workforce, such as the Monthly Employment Report (Exhibit 4 to Attachment “B”) and other reporting forms, sufficient to allow the Owner to determine whether the Project is meeting the aspirational goals and to assess the rates of apprenticeship hiring of racial and ethnic minorities, women, and low-income people.

**10.4 Outreach, Training and Retention Strategies** – All parties to this Agreement shall cooperate to develop a plan in conjunction with existing community groups to recruit and employ historically disadvantaged or underrepresented people, including racial and ethnic minorities, women, and low-income people, into a pool of pre-qualified applicants that may be made available for immediate employment on the Project as allowable under crafts apprenticeship standards. The Signatory Unions shall:

A. Engage in active recruitment of historically disadvantaged or underrepresented members, including racial and ethnic minorities, women, and low-income people and to refer to the Employer sufficient numbers of such members to assist in meeting required employment goals.

B. Develop specific strategies to ensure that apprentices recruited under this plan shall be fully trained and prepared to enter into the workforce as journey level skill workers in their respective trades. These strategies shall include mentoring minority and women apprentices, removing barriers to entry into the apprenticeship programs where such barriers are not a bona fide occupational requirement, and providing financial assistance in purchasing the tools and supplies necessary to successfully complete an apprenticeship in the trades.

C. Prepare and file a quarterly report on recruiting, hiring and training of apprentices from each category of racial and ethnic minorities, women, and low-income people, together with a forecast for the following quarter’s hiring and training from each category, for the Committee’s review and comment.

D. For purposes of this Agreement, the requirements set forth in Section III.A.3 and in the last bullet point of Section III.C.3 of Owner’s WFTH Program shall be deleted, null and void.

### **10.5 Apprenticeship Retention**

The following Apprentice Retention Plan shall be followed:

A. In the dispatch request to Signatory Unions or BOLI approved training programs (collectively, “Dispatcher”), Employer shall indicate the apprentice request is for the Multnomah County Central Courthouse project and reference this Agreement. Employers are encouraged to utilize a dispatch form or other written means and retain a file copy. If no

apprentices are available Employer must obtain written confirmation and periodically re-check for availability.

- B. After apprentice has started work on the Project, Employer shall provide feedback to Dispatcher as to performance of apprentice (both positive and negative feedback). It is also important that the direct supervisor indicate areas where apprentice is excelling and areas for needed improvement.
- C. If apprentice is not meeting the expected needs of the Employer, direct supervisor shall inform Contractor, Dispatcher, and apprentice of needed areas for improvement. Employers should match expectation of apprentice performance with the stage of apprenticeship and their path to journey level worker.
- D. Employer to take into consideration that one intent of this Agreement is to provide for training and development of apprentices in the building trades. Therefore, an Employer should provide a newly dispatched apprentice a minimum “mentoring” period of three working-days in an effort to teach and seek improvement in the apprentice’s needed areas of work development.
- E. Following the above 3-day mentoring period, Employer shall inform Contractor and Dispatcher that apprentice has either improved and will be retained, or is not improving and will need to be replaced.
- F. If apprentice is removed from employment, Employer shall debrief apprentice and Dispatcher of needed areas of improvement with the goal of providing the necessary feedback that allows Dispatcher and apprentice to continue worker’s development of the skills on the path to journey level competency.
- G. Employer’s hiring supervisor shall inform Contractor if apprentice was relieved of duties and what follow up action is planned (request for new apprentice, etc.).
- H. When possible, the Signatory Unions, Contractors and Subcontractors will work with BOLI recognized pre-apprenticeship programs that have a proven record of successful placement of underserved communities for placement into an apprenticeship program to help meet the aspirational goals of the Project.

## **ARTICLE XI**

### **Community Workforce Goals**

**11.1 Community Workforce Diversity** – All Parties signatory to this Agreement agree to facilitate the recruitment, retention and promotion of historically disadvantaged or underrepresented people, including racial and ethnic minorities, women, and low-income people, at the apprentice and journey-level who are interested in careers in the construction industry. To that end, the Parties agree to set aspirational goals for the recruitment and retention of apprentice

and journey-level workers from historically disadvantaged or underrepresented communities, including racial and ethnic minorities, women, and low-income people.

**11.2 Community Workforce Aspirational Goals** - The following subsections of this Section 11.2 state aspirational goals for this Agreement. Owner's WFTH Program requires that twenty percent (20%) of total Project hours be worked by apprentices. This Agreement supplements that twenty percent (20%) apprenticeship requirement with separate aspirational goals for participation by women and minority workers at both the apprentice and journey levels, as follows:

- A. **Apprentice Level** - The aspirational goals for minority apprentice level workers shall be twenty percent (20%) of Project apprentice level hours or greater by trade. The aspirational goals for women apprentice level workers shall be twenty-five percent (25%) of Project apprentice level hours or greater by trade.
- B. **Journey Level** - The aspirational goals for minority journey level workers shall be twenty percent (20%) of Project journey level hours or greater by trade. The aspirational goals for women journey level workers shall be six percent (6%) or greater of Project journey level hours.
- C. These aspirational workforce diversity goals apply to the workforce of each contractor, that is, the Contractor and each Subcontractor who performs work on the Project, and are inclusive of Core Employees and the workforce of Certified Firms whether or not they have a collective bargaining relationship with the Signatory Union(s). These aspirational goals also apply to Subcontractors who are excluded from or non-signatory to this Agreement under Section 2.2.

**11.3 Recordkeeping** - One of Owner's key goals for this Agreement is collecting data on the recruitment and retention of apprentice and journey-level workers from historically disadvantaged or underrepresented communities, including racial and ethnic minorities, women, and low-income people. Employers shall maintain and provide records to Contractor on a monthly basis of the diversity of their on-site workforce, using the Monthly Employment Report (Exhibit 4 to Attachment "B" hereto), sufficient to allow the Owner to determine whether the Project is meeting these aspirational goals and to assess the rates of workforce participation by racial and ethnic minorities, women, and low-income people. Employers shall submit this information monthly in accordance with the Owner's workforce reporting requirements that are included in the Owner's WFTH Program (Attachment "B" hereto).

**11.4 Recruitment and Retention Strategies** - Employers and Signatory Union(s) shall make their best efforts to recruit and retain historically disadvantaged or underrepresented people, including racial and ethnic minorities, women, and low income people by providing a detailed recruitment and retention strategy. A specific Project plan developed collaboratively between the Contractor, Signatory Union(s) and Subcontractors shall incorporate the following:

- A. Employers and Signatory Union(s) shall work aggressively to recruit racial and ethnic minorities, women and low income people and to refer racial and ethnic minorities and women to Employers. Prior to the start of construction, the Contractor shall meet with the Signatory Union(s), and the Owner, for the purpose of reviewing this Agreement and the projection of the workforce needs over the course of construction of the Project.
- B. Signatory Unions shall annually conduct workshops with minority and women employees to enlist their assistance as recruiters and solicit their ideas on how to increase employment of underutilized groups.
- C. Each Employer shall provide all apprentices referred to the Employer a fair chance to perform successfully, allowing for possible lack of previous experience, and recognize that the Employer is responsible for providing on-the-job training and that all apprentices should not be expected to have previous experience.
- D. Employers and Signatory Union(s) shall participate in job fairs, school-to-work, and community events to recruit minorities, women, and disadvantaged individuals into the construction trades. The Employers and Signatory Union(s) shall participate at least semi-annually for the duration of the Project.
- E. The Contractor shall allow scheduled job site visits by participants in community programs, in conformance with the Contractor's Project safety plan and requirements, to increase awareness of job and training opportunities in the construction trades.
- F. The Contractor and Subcontractors shall compile applications from qualified women and minorities for the duration of the Project, contact them when an opening occurs, keep applications of those who were qualified but not selected for an opening, and contact them when an opening occurs. The Signatory Union(s) shall work collaboratively with the Contractor and Subcontractors in the implementation of its own union referral process.
- G. Employers shall maintain a harassment-free work place by cooperating with the Contractor to implement the Green Dot etc. or similar Workplace Training Program, which is directed at preventing power-based personal violence and is described in Attachment "C."
- H. Employers shall ensure that employees are knowledgeable about the Employer's policies if they need to report a harassment problem. Employers will provide a complete orientation to the job site to all workers, including procedures for reporting problems, and expected crew behaviors.
- I. Employers shall be a BOLI recognized Training Agent and abide by the apprenticeship standards of the Joint Apprenticeship Training Committee (JATC) for the craft(s) from which they employ apprentices. Employers shall make reasonable attempts to keep apprentices working and train them in all work processes described in the apprenticeship standards. The Owner will review training plans, apprentice work progress reports and hiring/worker retention.

J. Employers will review and disseminate, at least annually, the Employer's EEO policy and affirmative action obligations under this Agreement with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions.

K. Employers and Signatory Union(s) shall regularly provide cultural competency training to all managers, supervisors and principals, and conduct a review, at least annually, of their adherence to and performance under the Employer's EEO policies, affirmative action obligations, and cultural competencies.

L. Employers and Signatory Union(s) shall take steps to reduce feelings of isolation among racial and ethnic minorities and women by making every attempt to have several racial and ethnic minorities and women at the job site and by informing such workers about available support systems.

M. Employers shall provide adequate toilet facilities for women on the job site, by maintaining a clean, accessible and locked toilet for female craft employees, and by removing graffiti immediately to help create a respectful environment.

N. Employers and Signatory Union(s) shall team minority, female, or disadvantaged apprentices who may need support to complete their apprenticeship programs with a late-term or journey-level mentor.

Employers and Signatory Union(s) shall maintain documentation of their good-faith compliance with the retention strategies set forth above and shall submit such documentation to the Owner and the Committee when requested, but not more frequently than quarterly.

**11.5 Failure to Meet Community Workforce Aspirational Goals** – Whenever there is a documented trend or failure to meet the community workforce aspirational goals, the Contractor, working collaboratively with its Subcontractors, the Signatory Union(s), the Committee, and the Equity Stakeholders, must develop additional specific outreach strategies and the Contractor must report its plan for achieving compliance to the Owner.

## **ARTICLE XII**

### **Community Contracting Aspirational Goal for Overall Project**

**12.1 Community Aspirational Utilization Goal** – The Parties recognize that, despite race- and gender-neutral efforts, there remains a significant under-utilization of Certified Firms in the construction industry. In order to remedy the remaining disparity, the Owner encourages the Contractor to achieve an aspirational utilization goal for Certified Firm participation on the overall Project. The community aspirational utilization goal is fifteen percent (15%) or greater of the subcontracted construction costs for the overall Project.

**12.2 Contractor Established Goal** – The Contractor has set an aspirational utilization goal of twenty percent (20%) of the subcontracted costs for the Project, which exceeds, but is consistent with the Owner's existing policy and community aspirational utilization goal stated in Section



12.1. Contractor will utilize firms that have been certified by the State of Oregon as Certified Firms. The Contractor shall develop a plan to achieve the goal and submit the plan to the Owner for approval. Signatory Union(s) shall cooperate in the Contractor's efforts to achieve the goal.

12.3 The Contractor's Plan for submission and approval to the Owner may include but is not limited to the following:

- Unbundling large bid packages to create the largest number of small business opportunities
- Requiring prime non-Certified Firm Subcontractors to subcontract a minimum of 20% of their work to Certified Firm lower tier firms
- Researching the local Certified Firm marketplace to determine areas with the highest Certified Firm availability to ensure maximum participation is achieved in those areas
- Customizing bid packages to ensure maximum participation of Certified Firms
- Direct solicitation of certain bid packages to only Certified Firm firms
- Providing technical assistance services during pre-award and post-award phases of the project
- Offering Business Assessments to Certified Firms by a third party provider, at no charge to the Certified Firm firms
- Providing Mentoring opportunities and services to Certified Firms
- Identifying Certified Firms to mentor to become CM/GCs in their own right
- Providing one-on-one mentoring to additional Certified Firms technically and operationally
- Offering paid internships for college students, in particular women and students of color
- Providing scholarships to college students through existing community scholarship programs

**ARTICLE XIII**  
**Veterans' Helmets to Hardhats**

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

**ARTICLE XIV**  
**Reporting Requirements**

14.1 Employers shall cooperate with the Owner with respect to its reporting requirements for financial and programmatic data resulting from the expenditure of Owner funds. During the life

of the Project, Employers shall document information regarding the implementation of this Agreement and will provide reporting to the Owner in accordance with this Agreement.

**ARTICLE XV**  
**Compliance**

**15.1 Compliance with Owner’s WFTH Program** - The Contractor and Subcontractors with contracts equal to or exceeding \$200,000 or \$100,000, respectively, on the Project must comply with the provisions in the Owner’s WFTH Program (Attachment “B” hereto).

**15.2 Non-Compliance with Owner’s WFTH Program** – In the event that the Contractor and/or Subcontractors fail to comply with the Owner’s WFTH Program, the Owner may assess liquidated damages in accordance with the Program. Failure to meet the requirements of the Owner’s WFTH Program, including but not limited to the submission of required documentation, constitutes a material breach of this Agreement. In the event of a breach of this section of this Agreement, the Owner may take any or all of the following actions:

- A. Withholding Progress Payments - The Owner may withhold all or part of any progress payment or payments until the Contractor or Subcontractor has remedied the breach of this Agreement. In the event that progress payments are withheld, the Contractor shall not be entitled to interest on said payments. If a Subcontractor is responsible for noncompliance with the Owner’s WFTH Program requirements, the Owner may choose to withhold only the Subcontractor’s portion of the progress payment.
  
- B. Retain Sums as Liquidated Damages for Failure to Comply with Owner’s WFTH Program - The parties mutually agree that it would be difficult, if not impossible, to assess the actual damage incurred by the Owner for the Contractor’s failure to comply with the Owner’s WFTH Program. The parties further agree that it is difficult, if not impossible, to determine the cost to the Owner when workforce opportunities are not provided.

Therefore, if the Contractor or a Subcontractor fails to comply with the apprentice workforce provisions of this Agreement, the Contractor agrees to pay up to the sum of \$250 per day for each day of missed apprenticeship hours or until the breach is remedied or provides substantiation that no workers are available to fulfill the apprentice goals. Damages may be assessed for failure to meet the apprenticeship training requirements by the Contractor and each obligated Subcontractor in each trade employed. Damages will be calculated based on the training hours not provided to the Owner at a rate of \$250 per day. For example, if the Employer was required to provide 200 hours of carpenter training (20% of 1,000 total carpenter hours), and the Employer only provided 150 training hours, then the difference (50 hours) is divided by 8 (one day of work) to determine the number of days of undelivered training.  $(50/8 = 6.25 \times \$250 = \$1,562.50)$ . [Final determination of the liquidated damages for failure to comply will be assessed by the Owner, which may also consult with the Labor-Management-Community Oversight

Committee (Article IX) to consider all circumstances that may have contributed to non-compliance].

- C. These damages are independent of any liquidated damages that may be assessed due to any delay in the Project caused by the Contractor's failure to comply with the Owner's WFTH Program. The Contractor agrees that any delay to the Project schedule as a result of the Contractor's failure to comply with the Owner's WFTH Program may subject the Contractor to liquidated damages specified elsewhere in the CM/GC Contract.
- D. Notification of Possible Debarment – By executing this Agreement or the Letter of Assent, as the case may be, Contractor and Subcontractors agree they have been notified that failure to comply with the requirements of this portion of this Agreement may lead to the Contractor's or Subcontractor's disqualification from bidding on and receiving other Owner contracts.
- E. Other Remedies - The remedies that are noted above do not limit any other remedies available to the Owner in the event that the Contractor fails to meet the requirements of the Owner's WFTH Program.

### **15.3 Review of Records**

- A. In the event that the Owner reasonably believes that a violation of the requirements of this Agreement has occurred, the Owner is entitled to review the books and records of the violating Employer(s) on the Project to whom the requirements of this section are applicable to determine whether such a violation has or has not occurred.
- B. In the event that the Employer fails to provide the books and records for inspection and copying when requested, such failure shall constitute a material breach of this Agreement and permit the imposition of any of the remedies listed above in Section 15.2, including the withholding of all or part of any progress payment.

## **ARTICLE XVI** **Severability; Changes**

**16.1 Severability** - If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of the State of Oregon or the United States, that provision or those provisions shall be deemed to be null and void and shall be deemed severed from this Agreement, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. Should any portion of this Agreement be deemed null and void, the Parties will promptly meet and negotiate a substitute, if possible, for the provision invalidated.

**16.2 Changes** - Changes to this Agreement may be made at any time, but only by the mutual, written consent of the Parties in accordance with the provisions of Article IX.

**ARTICLE XVII**  
**Duration and Parties to this Agreement**

**17.1 Term of this Agreement** – The term of this Agreement shall begin on its effective date and continue in effect for the duration of the Project.

**17.2 Parties to this Agreement**

A. The Parties to this Agreement are the Owner, the Signatory Union(s), the Contractor and the Equity Stakeholders. Subcontractors who subsequently become signatory to this Agreement by signing a Letter of Assent, in the form attached hereto as Attachment “A” and made a part hereof, shall be bound to this Agreement according to its applicable terms.

B. It is agreed that the liability of the Employer(s) and the individual Signatory Union(s) and/or the entities that become signatory to this Agreement shall be several and not joint.

C. This Agreement becomes effective upon the signing of this Agreement by the Owner, the Contractor, the Signatory Union(s) and the Equity Stakeholders, and only for this Project.

**Owner:**

**Multnomah County,**  
an Oregon political subdivision

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Signatory Union(s):**

**Heat and Frost Insulators Local 36**

By: Walt Caudle  
Name: Walt Caudle  
Title: Business Manager

**Contractor:**

**Hoffman Construction Company**  
of Oregon, an Oregon corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Boilermakers Local ~~104~~ 242**

By: Mark Kefferer  
Name: Mark Kefferer  
Title: Business Manager

**Equity Stakeholders:**

**National Association of Minority**  
**Contractors – Oregon,**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Bricklayers and Allied Craftworkers Local**  
**#1 Oregon**

By: [Signature]  
Name: MATT EICAZOR  
Title: President

**Signatory Union(s) (continued)**

**Oregon Association of Minority  
Entrepreneurs,**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Cement Masons Local 555**

By: Goffrey L. Kossak  
Name: Goffrey L. Kossak  
Title: Business Agent

**Oregon Tradeswomen, Inc.,**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IBEW Electricians Local 48**

By: Gary Young  
Name: Gary Young  
Title: Business Manager

**Constructing Hope,**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Elevator Constructors Local 23**

By: Randy Carmon  
Name: Randy Carmon  
Title: Business Rep.

**Portland Youth Builders,**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Glass Workers Local 740 (IUPAT DC5)**

By: Todd Springer  
Name: TODD Springer  
Title: Business Rep

**Iron Workers Local 29**

By: Joseph A. Bowers  
Name: Joseph A. Bowers  
Title: Business Manager

**Laborers Local 737**

By: Carly A. Held  
Name: Carly A. Held  
Title: BM Sec-Treas

**Linoleum Layers Local 1236 (Floor  
Coverers IUPAT DC5)**

By: David Winkler  
Name: David Winkler  
Title: Bus. Representative



**Signatory Union(s) (continued)**

**Operating Engineers Local 701**

By: [Signature]  
Name: JAMES ANDERSON  
Title: B/M AA/Sec

**Painters Local 10 (IUPAT DC5)**

By: [Signature]  
Name: Jack L Johnson  
Title: field Rep.

**Plasterers Local 82**

By: [Signature]  
Name: Calvin J McKinist #  
Title: B/M / fin sec.

**Roofers Local 49**

By: [Signature]  
Name: Russ Garnett  
Title: Business Manager

**Sheet Metal Workers Local 16 (SMART)**

By: [Signature]  
Name: Charles H Johnson Jr  
Title: Business Manager / PST

**Sprinklerfitters Local 669**

By: [Signature] for Shawn Broadrick  
Name: Steven Rudy - for Shawn Broadrick  
Title: Business Agent

**Teamsters Joint Council**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**UA Plumbers and Steamfitters Local 290**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Signatory Union(s) (continued)**

**Pacific Northwest Regional Council of Carpenters**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**MULTNOMAH COUNTY COURTHOUSE  
PROJECT LABOR AGREEMENT**

**Attachment "A"**

**Letter of Assent**

The undersigned, as subcontractor ("Subcontractor") contracted to perform construction work as part of the Multnomah County Central Courthouse (the "Project"), for and in consideration of the award of a contract to perform work on the Project, and in full consideration of the mutual promises made in this Agreement, a copy of which is attached hereto and by this reference incorporated herein:

1. On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of this Agreement, together with any and all amendments and supplements now existing or which are later made thereto and understands that any act of non-compliance with all such terms and conditions, including evidence of non-compliance may subject the non-complying Subcontractor or Subcontractor's employee(s) to being prohibited from entering the Project site until and unless full compliance is obtained.
  
2. Certifies that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of this Agreement.
  
3. Agrees to secure from any of its subcontractors at any tier, a duly executed Letter of Assent in form identical to this document a minimum of two (2) weeks prior to that subcontractor's commencement of any work on the Project.

Dated: \_\_\_\_\_

Subcontractor:

\_\_\_\_\_ a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MULTNOMAH COUNTY COURTHOUSE**

**PROJECT LABOR AGREEMENT**

**Attachment "B"**

**Owner's Workforce Training and Hiring Program  
Specifications and Requirements**

**[to be attached]**

**MULTNOMAH COUNTY COURTHOUSE**  
**PROJECT LABOR AGREEMENT**  
**Attachment “C”**

**Green Dot etc., or equivalent Workplace Training Program**

Green Dot etc. training engages participants in skill-building and analysis focused on fostering authentic relationships, personal connection and mastery of skills and knowledge necessary for effective persuasive communication.

A foundational tenet of the Green Dot etc. violence prevention strategy is the belief that we cannot expect others to engage in a process we are not willing to engage in ourselves. Toward this end, training participants should expect to engage in an in-depth examination of their personal and professional connection to the issue of violence prevention, obstacles to action, ways to learn from past efforts, and capacity development. Participants strengthen competence through experiential components including journaling, giving and receiving feedback, and small group process, practice and discussion.

Specifically, the Green Dot etc. training will focus on building capacity as an instructor within each of the 4 components of the Green Dot etc. Model of Influence.

- o Relationships: We believe that any effective prevention program must be built within the context of authentic, positive interpersonal relationships. In order to equip participants to engage fully and build effective relationships in their role as instructors of Green Dot etc., we ask them to:
  - o Show up fully.
  - o Leave formalities of titles, credentials, and job description at the office and participate in the training as human beings.
  - o Engage in discussion within small group formats throughout the training and examine potential historical obstacles of this movement, obstacles imbedded within their organizations, and obstacles impacting them as individuals. This process is vital to enhance skills in establishing maximally effective relationships.
- o Connection: Research suggests that people are most likely to engage in this issue if they feel a personal level of connection and responsibility. Therefore, in order to most effectively implement a prevention program, instructors need to be acutely aware of the stakes and urgency of this issue. At the same time, connection to hope is essential to propel cultural change and to create a safe space for individuals to embark on a new set of behaviors. In order to effectively foster connections among their participants, instructors are given the opportunity to explore their own connections through journaling, reflection and small group discussion.

- o Knowledge: The Green Dot etc. curriculum is based on research, data and theory pulled from across disciplines. Instructors will not only be trained on the current research across relevant fields of study but they will also be challenged to examine research within our own field and to apply the knowledge to improve upon methodologies. Instructors will also be trained on the curriculum they will present to their participants.
- o Skills: Green Dot etc. adheres to the simple notion that “it doesn’t matter what you are saying if no one is listening.” Effective delivery of content is an often overlooked component of our education and prevention efforts. Regardless of the strength of the content, the delivery will play a significant role in determining the degree of effectiveness of a given program. As such, over the course of the 4-day training, instructors will engage in a progressive skill building exercise focused on persuasive communication skills.

**Attachment 3**

**Portland Metro Region Construction Workforce  
Market Study 2018**



PORTLAND METRO REGION  
CONSTRUCTION WORKFORCE  
MARKET STUDY

2018



The Portland Metro Workforce Development Board

## STUDY TEAM

This study was collectively conducted by a group of nonprofits and one private consultant, all of which have extensive background in workforce equity policy and research:

**JM Woolley & Associates (JM Woolley):** Since establishing her consulting firm twenty-six years ago, Ms. Woolley has worked on a variety of multi-disciplined consulting projects that helped produce plans and strategies for a range of public policies, and community development and revitalization initiatives in the metro area. She has extensive experience with a wide range of stakeholders which affords her the unique ability to effectively gather and synthesize meaningful input from a variety of constituencies to inform the planning and development processes for the implementation of public policy, plans and initiatives. She also has demonstrated skills in doing broad public outreach in diverse communities to document the critical concerns of these stakeholders so that they can be effectively integrated into the proposed policy and planning processes, the public and private agency service delivery plans, and the proposed community development initiatives. JM Woolley led on the public agency interviews and helped author the final report.

**National Association of Minority Contractors of Oregon (NAMCO):** Established in 2007, NAMC-Oregon is the local affiliate of the National Association of Minority Contractors (NAMC). The NAMC is a nonprofit trade association founded in 1969 to address the needs and concerns of minority contractors. Though membership is open to people of all races and ethnic backgrounds, the organization's mandate, "Building Bridges—Crossing Barriers," focuses on construction industry issues common to African Americans, Asian Americans, Hispanic Americans, and Native Americans. NAMCO helped organize the foreman focus groups.

**Oregon Employment Department (OED):** OED regional economists are instrumental in production of these products, along with responding to myriad other workforce data requests that come in from the community. OED led on the quantitative labor and gap analysis, as well as helped author the final report.

**Oregon Tradeswomen:** is dedicated to promoting success for women in the skilled trades through training, support, leadership development and good public policies. Founded in 1989 as a small support group led by four tradeswomen, Oregon Tradeswomen was founded on the principles that women deserve and can attain economic independence through careers in the skilled trades. We work with industry partners to ensure that best practices are implemented in recruitment and retention, including equitable access, training and promotion, as well as the implementation of respectful work sites. Tiffany Thompson, Director of Advocacy

Programs and Connie Ashbrook, Emeritus Executive Director, helped convene the worker focus groups, authored the best practices, and helped author the final report.

**Portland State University (PSU):** Starting in 2011, Dr. Maura Kelly has conducted several research projects on workforce diversity in the construction workforce in Oregon. These projects have included assessing recruitment and retention of a diverse workforce in the construction trades as well as conducting formal evaluations of programs aimed to increase workforce diversity in the construction trades. Findings of this research have been published in research reports for funders (see [www.pdx.edu/sociology/maura-kelly](http://www.pdx.edu/sociology/maura-kelly)) as well as in a peer-reviewed journal. Dr. Kelly has experience with a variety of evidence-based research methods in the construction trades context, including interviews and focus groups, which were the primary methods for the PSU researchers' component of this project. PSU facilitated the focus groups, led on all qualitative data analysis, and help author the final report.

**Worksystems Inc. (lead):** Worksystems, since it formed as an agency in 1999, has worked intentionally to use labor market information from local, state and federal agencies alongside first-hand workforce intelligence gathered from local employers to design workforce development programming that maximally benefits job seekers and employers in the community. The approach requires intensive workforce supply and demand data analysis. Resulting Sector Strategies are industry-driven, data-based plans to improve the quality of the local workforce in high-growth industries. All sector strategies have specific goals related to ensuring underrepresented populations gain access to career exposure, training and jobs. Worksystems led on the overall project management, helped with the quantitative labor data analysis, and led on authoring the final report.

## STUDY FUNDERS

This study was jointly commissioned in January 2017 by Metro and the City of Portland.



Metro



## CONTACT

Kelly Haines  
Worksystems, Inc.  
[khaines@worksystems.org](mailto:khaines@worksystems.org)  
503-478-7331

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# EXECUTIVE SUMMARY

This in-depth construction workforce market study was commissioned to help Metro and partners more effectively invest resources toward promotion of equitable growth in the region's economy through the enhancement of career opportunities for women and people of color in the construction trades.

## INTRODUCTION

As the ongoing economic recovery has led to business growth and infrastructure investments, the construction sector has boomed, making it a high-growth industry in the Portland Metro Area (see Box 1). However, the career opportunities generated by this growth are not equitably accessible to everyone in the community. Construction has historically been a male-dominated and racially homogenous industry, and this continues to be the case. At the same time, construction businesses report a severe shortage in skilled talent – a claim that is supported by labor market data.

As our region rapidly diversifies, both businesses and underrepresented communities will dramatically benefit from a concerted effort to connect these communities to the growing industry opportunities. Indeed, contractors and industry have recognized the need to attract more talent and build a workforce that better reflects the community<sup>1</sup>. Success for the region can be achieved by: (1) having a strong pipeline of skilled workers to fill the anticipated shortages; (2) ensuring that jobs created through publicly funded projects are equitably attained by working people from all demographics; (3) having a regional construction workforce that better reflects the demographics of the community.

Diversifying the construction workforce will not only help create a stronger supply of needed workers for the industry, it will also directly address issues of poverty and economic mobility within communities of color and working families in the region.

This report is the result of an extensive research study, which included collecting and analyzing existing available construction workforce supply data, forecasting the local five-year workforce demand, conducting extensive interviews with public agencies, contractors, apprenticeship programs, and pre-apprenticeship programs, and holding focus groups with diverse construction workers and foremen in the region. The research sought to uncover the major barriers to achieving equity and increasing diversity in the construction workforce for the Portland Metro Region. A set of recommendations for success are outlined and described in the report. For a complete and detailed set of all data, please visit: <https://www.oregonmetro.gov/construction-career-pathways-project>.

### BOX 1. CONSTRUCTION-RELATED OCCUPATIONS IN PORTLAND METRO AREA IN NEXT TEN YEARS (2016-2026)

51,000 total jobs  
8,800 new jobs, +18.6%  
17% of the workforce currently is at or near retirement age  
Over one-third of the workforce is over 45 years old  
\$26.16 is the average wage per hour

### BOX 2. CREATING JOBS FOR PEOPLE OF COLOR AND WOMEN IN THE PORTLAND METRO REGION

If all public projects over \$15M planned for the next five years implemented and met workforce goals of employing 25% minorities and 14% women, there would be<sup>2</sup>:

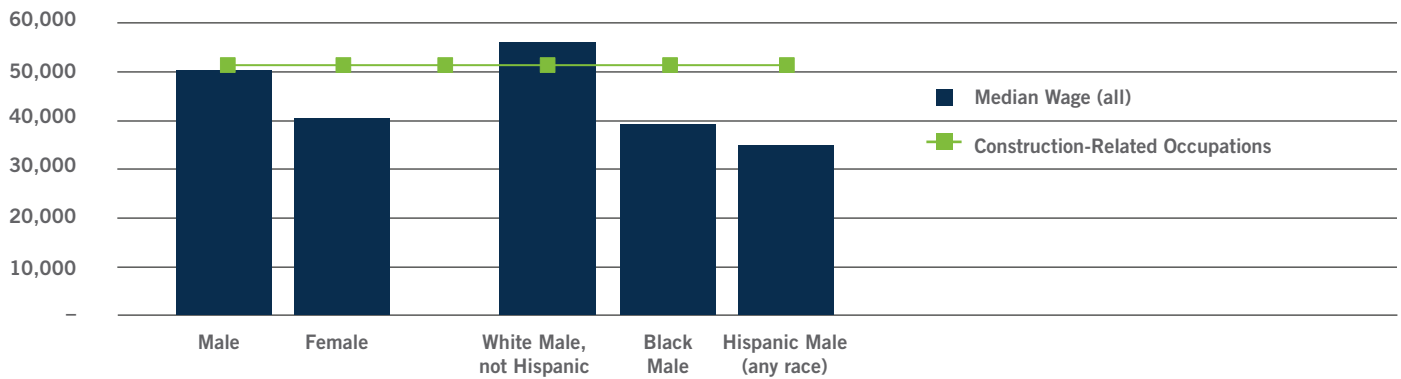
- 3,400 FTE jobs for minority workers = \$185.0 million in earned wages
- 1,900 FTE jobs for women = \$103.4 million in earned wages

1 Many public agencies are focused on diversity goals in contracting, such as increasing their utilization of minority, women and emerging small businesses (MWESBs). This study only focused on workforce equity, and does not include research or strategies on contracting equity.

2 Utilization goal percentages are the share of total hours worked by each category.

## MEDIAN WAGE OF THE WORKING POPULATION VS. MEDIAN WAGE FOR CONSTRUCTION-RELATED OCCUPATIONS, PORTLAND METRO AREA, 2016

Sources: American Community Survey; Bureau of Labor Science



### FINDINGS OVERVIEW: EXISTING WORKFORCE SUPPLY<sup>3</sup>

- Approximately 23,000 people work in nonresidential construction occupations in the greater Portland metropolitan area (2016)<sup>4</sup>.
- Four percent are women.
- Twenty percent are minorities.
- Minority employment is largely driven by Hispanics. Blacks and Asians are underrepresented in the trades.
- Women and minorities are more likely to work in lower paying trades.

#### BOX 3. SUPPLY OF WORKERS IN THE NONRESIDENTIAL CONSTRUCTION TRADES IN THE PORTLAND METRO AREA: 2016

Total number of workers: 23,000

- Total minorities: 3,800
- Total women: 940

Completion rate for all apprentices: 46%

- Minority completion rate: 36%
- Women completion rate: 38%

### FINDINGS OVERVIEW: PROJECTED DEMAND (3-5 YEARS, PUBLIC PROJECTS OVER \$15 MILLION)<sup>5</sup>

- From 2017 through 2021, the 81 known large public capital projects identified by this study will require nearly 14,000 construction workers.
- Some of these projects have stated apprentice and workforce diversity utilization goals, with average goals of 20 percent hours performed by apprentices, 25 percent hours performed by minorities, and 14 percent hours performed by women.
- These average goals, if applied across *all* 81 projects, puts the 5-year demand at 2,700 apprentices, 3,400 minorities, and 1,900 female construction workers.
- While the current 2016 construction workforce on a whole could largely meet the demand for diversification across all 81 public projects, analysis of supply within each major trade group shows that only a small portion of trades have enough supply to meet goals.
- When diversification and workforce deficits are added together by trade, this analysis shows that the 2016 supply would fall short by 1,074 minorities, 1,416 females, and 445 apprentices to fill the needs for all trades in the region over the next five years<sup>7</sup>. These deficits more accurately show the deep need for additional outreach to and training of underrepresented groups for skilled trade career opportunities.

<sup>3</sup> For all data collection and analysis, please visit Current Labor Pool section: <https://www.oregonmetro.gov/construction-career-pathways-project>

<sup>4</sup> Portland MSA data

<sup>5</sup> For all data collection and analysis, please visit Public Project Demand Section: <https://www.oregonmetro.gov/construction-career-pathways-project>

<sup>6</sup> It is critical to keep in mind these gaps are only looking at the *current* 2016 workforce supply and assuming no new workers are trained or move to the area and enter the workforce in the next five years. Given that, the estimated gaps should be interpreted with the knowledge that the industry can and will be training more people over the coming years to address the workforce demand of the market.

**BOX 4. DEMAND FOR WORKERS IN THE CONSTRUCTION TRADES ON PUBLIC PROJECTS OVER \$15M IN THE PORTLAND METRO REGION OVER THE NEXT 3-5 YEARS**

Total number of projects: 81	
Total dollar amount of projects: \$7.5 billion	
Demand for diverse workers and apprentices for current workforce goals:	<ul style="list-style-type: none"> <li>• Apprentices: 2,000</li> <li>• Minorities: 1,300</li> <li>• Women: 700</li> </ul>
Demand for diverse workers and apprentices, assuming all public projects have goals of 20% apprentice, 25% minority, 14% women:	<ul style="list-style-type: none"> <li>• Apprentices 2,700</li> <li>• Minorities: 3,400</li> <li>• Women: 2,000</li> </ul>

**SUPPLY AND DEMAND GAP ANALYSIS: DEFICITS BY TRADE ASSUMING GOALS ON ALL PROJECTS<sup>8</sup>**



**FINDINGS OVERVIEW: BARRIERS TO DIVERSIFYING<sup>9</sup>**

The struggle to recruit and retain women and people of color into construction has *many* causes, including:

- Most connections into apprenticeship still occur through personal referrals, which women and people of color are less likely to experience, and outreach that is done by word of mouth is rarely targeted specifically toward marginalized communities.
- A lack of social networks for women and communities of color within construction minimizes exposure to the possibility of construction as a career option in the first place.
- State-certified pre-apprenticeship programs expose historically underrepresented populations to the trades, screen them for job readiness, and help to cultivate a pipeline of diverse jobseekers. However, these programs have limited capacity due to funding sustainability concerns and reporting fatigue for their numerous existing

funders. Not having a more sustained and/or streamlined funding model for Pre-Apprenticeship programs is a barrier for better and increased recruitment of women and people of color into construction.

- A history of overt racist and sexist policies within the trades has led to jobsite cultures that are not inclusive (which affects retention of underrepresented workers who begin careers).
- Retention of diverse workers is also adversely affected by the lower-quality training these workers often receive on the jobsite from supervising journeymen, which means that these apprentices will be less skilled in the trades and will struggle to excel and advance.
- The lack of steady work in the construction industry particularly impacts female and minority workers. Studies in Oregon<sup>10</sup> have shown that these workers work far fewer hours annually than their white male counterparts.

7 This only includes demand for public projects over \$15M over the next five years, which represents a portion of the overall demand for construction workers in the region. It does not include private projects or any projects that were not disclosed during study interviews.

8 It is critical to keep in mind these gaps are only looking at the current 2016 workforce supply and assuming no new workers are trained or move to the area and enter the workforce in the next five years. Given that, the estimated gaps should be interpreted with the knowledge that the industry can and will be training more people over the coming years to address the workforce demand of the market.

9 For all data collection and analysis, please refer to Summaries of Interviews: <https://www.oregonmetro.gov/construction-career-pathways-project>

10 For all data collection and analysis, please refer to Summaries of Interviews: <https://www.oregonmetro.gov/construction-career-pathways-project>

- Women and people of color are less likely to have opportunities for advancement within the industry such as becoming foremen, superintendents, or company owners.
- Real-life financial hardships or other challenging situations often arise (i.e. family care needs, transportation issues, etc.), especially for early term apprentices who may have limited or no savings, which can be enough to prevent them from continuing with their careers.
- Lastly, the majority of public projects in the Portland Metro region do not have workforce participation goals. Those that do have goals struggle with monitoring and enforcing them. Agencies reported that staff, time, and cost could be barriers to implementing and upholding goals.

## RECOMMENDED REGIONAL ACTIONS FOR DIVERSIFYING THE CONSTRUCTION WORKFORCE<sup>11</sup>

Given all these conditions, successful solutions need to be multi-pronged. Additionally, and most importantly, all of these recommendations need to be considered at a regional level. Workers in the industry typically work at different jobsites, work alongside different trades, and can work for multiple contractors throughout their careers. This means that the barriers to create a more diverse workforce impact everyone working in the region across all trades, jobsites, and agencies. Having a regional approach can better address the issues as they occur and result in more substantial impact. Any adopted strategies need to be implemented in concert with each other, as they are interlinked and will not be as successful if implemented separately.

The following recommendations are discussed at length in the full report (**top priorities in bold**):

### INCREASE RECRUITMENT OF DIVERSE WORKERS

- **Ensure steady funding stream to increase capacity of pre-apprenticeship programs**
- Increase direct entry from pre-apprenticeship into apprenticeship programs
- Promote recruitment of diverse workers through referrals
- Coordinate additional outreach efforts across the region through partnerships with trusted community organizations and community leaders
- Establish stronger collaboration and alignment across regional and state systems such as K-12, WorkSource, etc.

### INCREASE RETENTION OF DIVERSE WORKERS

- **Address construction job site culture through respectful workplace trainings with proven results**
- Increase monitoring of on the job training of apprentices by well-trained experts
- Formalize mentorship resources for diverse workers
- **Invest in ongoing supportive services for apprentices**

### DEVELOP MORE ROBUST EQUITY POLICIES AND PRACTICES

- **Enforce contract goals, with consequences for non-compliance**
- **Improve oversight to achieve workforce goals on public projects**
- Create contractor incentives in bidding process for past equity performance and compliance
- Improve and ensure a transparent system for reporting and monitoring of workforce goals
- Create consistent opportunities for connections across sectors to collectively problem solve
- **Adopt shared policies and processes across agencies**
- **Sustain a regional investment in the construction workforce pipeline**

Advancing workforce diversity and equity in construction will take focus, investment, and concerted collaboration. No one party can do it alone. Everyone in the industry: public agencies, contractors, training providers, apprenticeship programs, and the workers on the jobsites, all have a role to play in the success of achieving workforce equity and diversity for the Portland metro region.

<sup>11</sup> For all data collection and analysis, please refer to Summaries of Interviews: <https://www.oregonmetro.gov/construction-career-pathways-project>

In this report, we address three central topics:

- Re-definition of what will be required to achieve success in construction workforce equity and diversity for the Portland metro region:
  - » **Goal 1:** Increase Recruitment of Diverse Workers
  - » **Goal 2:** Increase Retention of Diverse Workers
  - » **Goal 3:** Develop More Robust Equity Policies and Practices

- Identification of the key barriers to this success, e.g. what are the major factors that prevent the successful maturation of a diverse construction workforce in our region.
- Recommendations for improving the effectiveness and capacity of the existing trades' training supply pipeline based on quantitative and qualitative data, stakeholder feedback, and research on best practices.

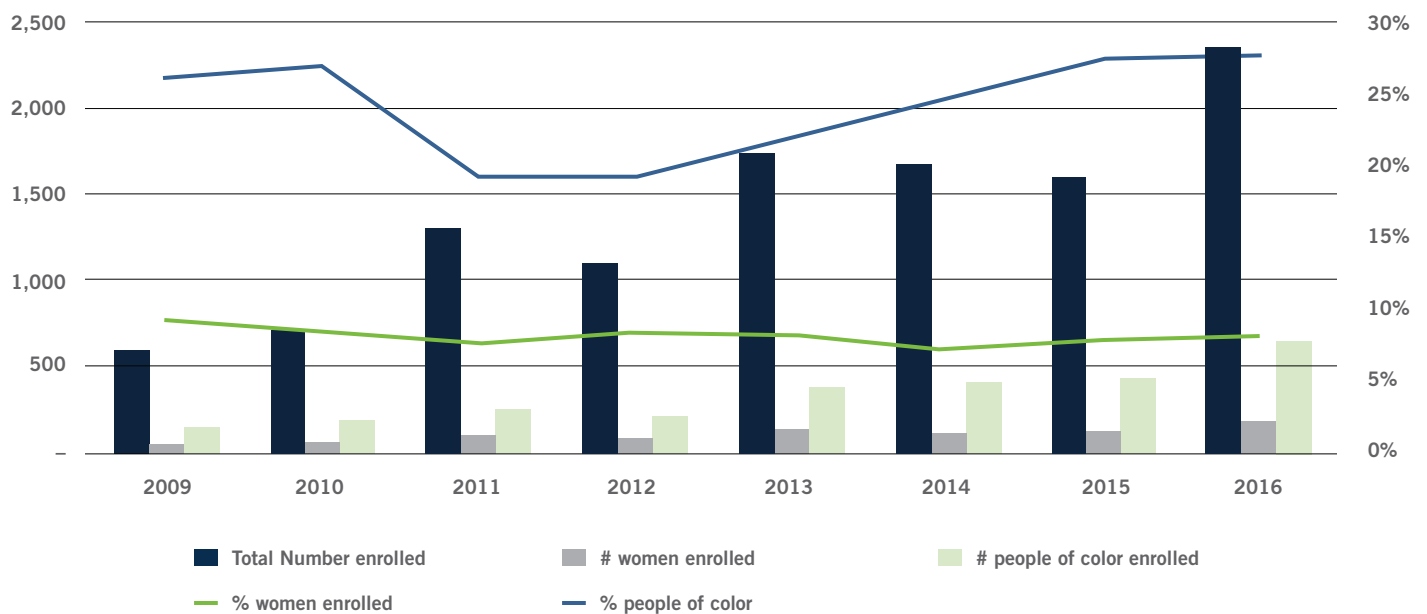
## GOAL 1: INCREASE RECRUITMENT OF DIVERSE WORKERS

The construction industry struggles with recruitment into the trades. The combination of growing demand and increased capital projects, coupled with an aging workforce that is soon to retire, all contribute to a need for better recruitment into construction career fields. In order to fully meet the growing demand, it is critical that the industry finds and/or builds mechanisms to tap previously excluded demographics.

Data collected on State-registered Apprenticeship programs show that recruitment of women and people of color has not improved much since 2009:

**FIGURE 1. SHARE OF WOMEN AND PEOPLE OF COLOR IN CONSTRUCTION STATE-REGISTERED APPRENTICESHIP**

### NEW STATE-REGISTERED APPRENTICESHIP ENROLLMENT BY YEAR: PORTLAND REGION



The growing enrollment of registered apprentices in the Portland metropolitan area reflects the surge in construction workforce demand. Since 2009, annual apprenticeship enrollments in the Portland metropolitan area have nearly tripled, from less than 600 to 2,350 (in 2016). As a result, the number of registered apprentices has increased from 5,150 in 2014 to 6,555 in 2016, a 27 percent rise. Despite the substantial gain, the demographic makeup of registered apprentices has seen limited change. For example, in the 2009 enrollment cohort, women represented 9 percent of apprenticeships, minorities 26 percent, and combined women and minorities 31 percent. Meanwhile, in 2016 these percentages were 8 percent, 24 percent, and 29 percent, respectively. Trends in new enrollments are important to note if the industry is interested in increasing racial and gender diversity in the trades: enrollment must be more diverse than the current apprentice pool to have the total makeup shift over time.

### RECRUITMENT: BARRIERS TO SUCCESS

Overall, recruitment is an issue for the whole industry. Information about how to get into the trades is not available to the general public, with applications for apprenticeship being particularly elusive. Many in the trades attribute this to a lack of effective strategies for exposing construction careers to youth early on. The shift to mostly a college-track focus in K-12 means that most young people don't know

that construction is a viable and promising career path that includes tangible skill development, good wages and benefits, as well as a training and education model that is low- to no-cost and leads to nationally-recognized credentials. Many stakeholders interviewed mentioned how they want to see better early exposure of construction as a career path for young people.

*“I think schools is where it has to happen. The counselors and the teachers have to be educated to know the options available and what it takes to get into those programs. Then they can identify those individuals and direct them accordingly based off their interests.”*

*Apprenticeship coordinator*

But more specifically, the struggle to recruit women and people of color into construction has many causes, including a history of overt racist and sexist policies within the trades that created exclusionary practices and prevented women and people of color from entering these occupations. There have been reverberating effects that are still at play today, including a jobsite culture that is not inclusive, as well as a lack of social networks for women and communities of color within construction, which minimizes the ability for these groups to be exposed to the possibility of construction as a viable career option.

## TIARA MOXLEY

*Electrician Apprentice*

Tiara Moxley is the first one in her family to become an electrician. It was never something she imagined herself doing, and she loves it. She takes pride in knowing that after she's completed a job, the electricity will keep working and be used by people who come after her: “You're doing it for other people,” she says. After 1.5 years into her apprenticeship, she's worked on a large car manufacturing building, public train shelters, crosswalk streets, and a park. There's little that she doesn't like about her job, and she shared a bit of wisdom if you want to get into this work: “You can't be afraid of heights, and you have to expect the unexpected, always.”



# CASE STUDY: SEATTLE

## REGIONAL SCALE

The City of Seattle has been engaged in efforts to increase workforce diversity since the late 60s. Most recently the Construction Jobs Equity Coalition and Seattle worked together on a 2012 pilot Community Workforce Agreement (CWA). The successful pilot led to the passing of a Priority Hire Ordinance (SMC 20.37) in 2015 which implements priority hire on public work projects over \$5 million. The City of Seattle has also worked to develop a master CWA.

A key component in Seattle has been their success in scaling their efforts through a regional approach. In 2015, the City Purchasing and Contracting Service, the Port of Seattle, King County, the Washington State Department of Transportation, and the City of Tacoma collaborated to create a shared vision and plan. This group has aligned their resources, openly share best practices, and are creating standard reporting. They have created a strong, ongoing financial commitment to invest in a diverse pipeline of workers into construction. Additionally, the Regional Pre-Apprenticeship Collaborative focuses on building the quality, capacity, strength and sustainability of pre-apprenticeship training.

	CWA Projects	Non-CWA Projects	Past Performance (Prior to CWA)*
<b>Economically Distressed ZIP Codes</b>	21%	16%	12%
<b>All Women</b>	12%	3%	5%
<b>All People of Color</b>	26%	22%	25%
<b>All Apprentices</b>	15%	13%	13%
<b>All Seattle Residents</b>	12%	6%	5%
<b>Journey Women</b>	8%	3%	4%
<b>Journey Workers of Color</b>	22%	22%	25%
<b>Apprentice Women</b>	32%	5%	9%
<b>Apprentices of Color</b>	47%	24%	32%

\*Past performance if based on hours from a sample of projects from 2009-2013.

Data Source: City of Seattle, 2016.

Word-of-mouth outreach is rarely targeted specifically toward marginalized communities, meaning that they do not see themselves in these careers. As the interviews revealed, most recruitment still occurs through personal networks and word-of-mouth.

“I know that this industry in itself, probably ninety percent of all the apprentices we get are through word of mouth. So we have a very large number, regardless of the money we spend on advertising or outreach, it makes no difference. Still, the majority are through word of mouth.”

*Apprenticeship coordinator*

“There’s a lack of awareness among women and people of color... I’d say largely lack of awareness, lack of role models in the industry.”

*Apprenticeship coordinator*

The fact that most enrollments into construction occupations still occur through personal referrals, which women and people of color are less likely to experience, is one major reason that Pre-Apprenticeship programs exist. Pre-Apprenticeship programs are state-certified programs that expose historically underrepresented populations to the trades, screen them for job readiness, and help to cultivate a pipeline of diverse jobseekers. Stakeholder interviews revealed that these programs are the other major source of diverse workers entering into Apprenticeship.

“In this industry, it’s who you know. It’s quite hard. You know, we do have to go through programs like OTI [to get into an apprenticeship]. Whereas the men don’t have to go through anything. They just walk in, and they interview, and most likely they get it. Which is super sad. But, you know, the more programs we can get all over the U.S., the more women we can get in the trades.”

*Apprentice*



For the most part, these programs are tuition-free and rely solely on grant funding, which can be severely volatile, preventing these programs from growing significantly over time. The Oregon Bureau of Labor and Industries (BOLI) certify them, and the list has not grown much over the last several years.<sup>12</sup> Additionally, the programs that do exist have not grown their cohorts to any more than four per year, with no more than 30 students per class. With uncertain and multiple funding streams, these programs experience what many nonprofits do: the hesitation to grow too much for fear of sustainability over time, as well as reporting overload, where they spend a lot of time and energy reporting to their multiple funders. Not having a more sustained funding model for Pre-Apprenticeship programs is a barrier for better and increased recruitment of women and people of color into construction.

## RECRUITMENT: RECOMMENDATIONS

Successful recruitment solutions need to be multi-faceted. The recruitment of women and people of color into construction needs to include increased marketing targeted to these populations. “You can’t **be** it if you can’t **see** it.”

These marketing efforts should showcase real stories of diverse tradespeople and their experiences, in a way that resonates for women and people of color. Additionally, marketing should occur in partnership with trusted groups and organizations. Because there is not typically an established network of tradespeople for females and communities of color to tap into, a dedicated effort will be required to create that network. The research showed that most apprentices came to the trades because they learned about the opportunities through familial or community connections. Absent those for women and people of color, there is a need to increase intentional outreach and exposure about these career opportunities.

Traditional informational marketing efforts will not be able to replicate a scenario where, for example, someone hears about and enters into an electrician apprenticeship because their uncle was an electrician. These kinds of real exposure scenarios are simply uncommon for women and people of color with regard to construction, framing the need for a trustworthy and genuine marketing approach that includes success stories of real tradespeople, as well as tangible next steps that make this career option truly accessible for the intended audience.

FIGURE 2. OREGON TRADESWOMEN TRIMET AD



Although broad marketing can play a role, the interviews in this study showed that most tangible enrollments into the trades through a Registered Apprenticeship program for all populations are primarily due to personal referrals or through direct entry from a certified Pre-Apprenticeship program. So, new strategies for increasing recruitment of women and people of color into careers in construction should focus on cultivating and increasing personal referrals within these populations and increasing the number of people trained and graduating from certified Pre-Apprenticeship programs.

Referrals: With the absence of a sufficient number of tradespeople within diverse communities, there is a need to develop relationships with trusted community based organizations and community members. Empowering on-the-ground organizations and leaders with the right information that can be used to help coach interested people toward careers in the trades will be critical to making successful connections that will increase personal referrals.

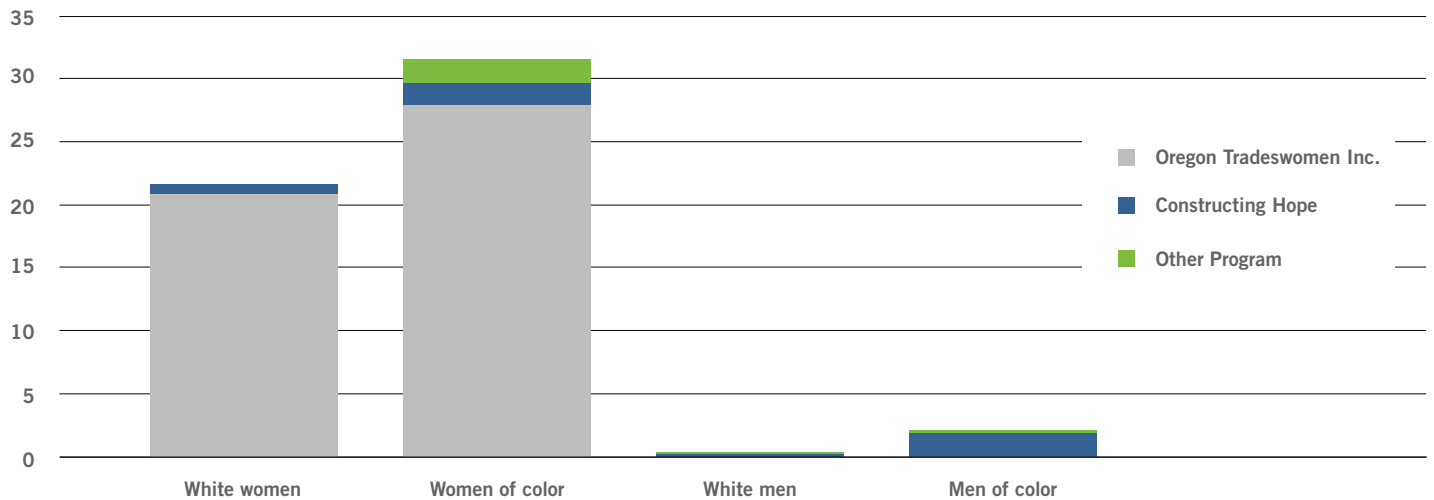
“Retention and leadership development are critical in providing role models for new workers, in particular women, who continue to experience isolation on jobsites. When more women are available to serve in leadership roles and as role models, their unions/employers/apprenticeship programs should utilize them to serve in those capacities to attract more women to the industry.”

*Pre-apprenticeship staff*

<sup>12</sup> [http://www.oregon.gov/BOLI/ATD/pages/a\\_ag\\_partners.aspx](http://www.oregon.gov/BOLI/ATD/pages/a_ag_partners.aspx)



**FIGURE 3. PERCENTAGE OF 14-15 ACTIVE APPRENTICES WHO CAME FROM A PRE-APPRENTICEHIP, BY GENDER AND RACE/ETHNICITY**



Kelly, Maura and Lindsey Wilkinson. 2017. "Evaluation of Pre-Apprenticeship and Retention Services in the Trades." Final report submitted to Oregon Tradeswomen, Inc and Constructing Hope. Available at: <http://www.pdx.edu/sociology/maura-kelly>

Certified Pre-apprenticeship programs are excellent interventions for addressing gaps in the provision of early exposure to the trades for women and people of color. Previous research found that pre-apprenticeship programs significantly impact the diversity of the construction trades in Oregon, particularly for women (see Figure 3). Because these populations are less likely to have previous experience and exposure to the construction industry, they are in turn less likely to consider it a career option, and are less likely to be competitive when applying for a Registered Apprenticeship program. A pre-apprenticeship program addresses these gaps through training that includes industry-informed curriculum, job site tours, career coaching and supportive services that address the common barriers to entry into the trades for women and people of color. Public agencies and others interested in increasing recruitment of women and people of color into the trades should work together to develop growing and sustained funding for Pre-Apprenticeship programs in the region in order to increase the number of women and people of color trained in the region. If this funding stream were larger and more stable, existing programs could grow and more programs could be created<sup>13</sup>.

Other recommendations to increase recruitment of women and people of color into construction include expanding direct entry agreements<sup>14</sup> for pre-apprenticeship graduates, which has been shown to better support the hand-off into a Registered Apprenticeship program. Many Apprenticeship programs have these agreements in place, but not all trades. More of these programs should adopt such agreements.

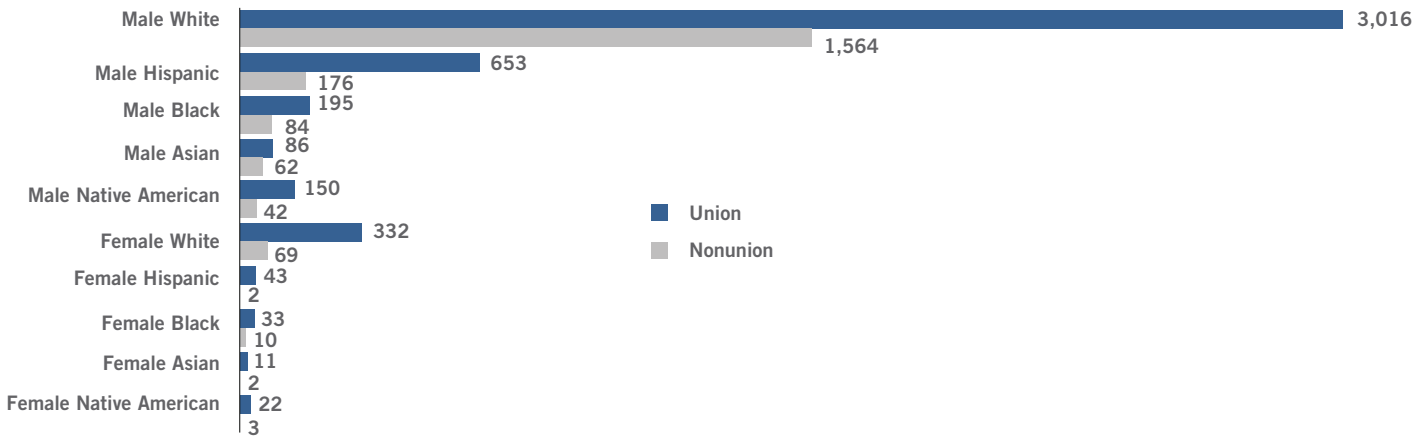
"I think all of the apprenticeship programs need to have standard language that allows direct entry from the pre-apprenticeship programs into the apprenticeship programs, and that the employer can then access those individuals immediately, especially since, you know, if the contractor's reaching out to the pre-apprenticeship program and finding workers. The process needs to be easier to get those individuals into the program. I think part of it would have to involve BOLI. I mean, in terms of a regional approach, I think BOLI has to be involved in that approach."

*Public agency staff*

<sup>13</sup> See Table 5 on page 25 for more details on this recommendation.

<sup>14</sup> Direct Entry provides individuals who successfully complete an apprenticeship preparation program or other prerequisites, and who meet the minimum requirements of a registered program, with the direct opportunity for an interview with the committee for an apprenticeship. See definitions page for further information.

**FIGURE 4. STATE REGISTERED APPRENTICES IN PORTLAND METRO REGION: 2016**



Additionally, better coordination of regional outreach and marketing efforts and investments across the trades would increase the consistency and the level of exposure to these opportunities, as well as increase the efficiency of these efforts. Suggestions for better coordination include tracking the impact of career fairs and outreach events, ensuring that diverse men and women are represented at these events, shared effective marketing materials, and educational workshops about apprenticeship for the educational system

as well as adult service providers. For example, collaboration with the Department of Education could lead to the creation of credits for continuing education for educators and guidance counselors when they learn about apprenticeship. Other collaboration could include a funded scholarship program, gender equity language in school to work or apprenticeship agreements, engaging more youth organizations in advisory roles, or aligning apprenticeship program openings with academic years.

**TABLE 1. SUMMARY RECOMMENDATIONS FOR INCREASING RECRUITMENT OF A DIVERSE WORKFORCE**

Goal	Barriers	Recommendations
Increase recruitment of diverse workers	<ul style="list-style-type: none"> <li>Funding for pre-apprenticeship programs is insufficient, inconsistent and from a variety of sources</li> <li>Low recruitment rate of pre-apprenticeship graduates into apprenticeship programs</li> </ul>	<ul style="list-style-type: none"> <li>Ensure steady funding stream to increase capacity of pre-apprenticeship programs</li> <li>Increase direct entry from pre-apprenticeship into apprenticeship programs</li> </ul>
	<ul style="list-style-type: none"> <li>Recruitment of all apprentices is primarily through referrals, which largely reproduces a white male workforce</li> </ul>	<ul style="list-style-type: none"> <li>Promote recruitment of diverse workers through referrals</li> </ul>
	<ul style="list-style-type: none"> <li>Entry process into apprenticeship and other opportunities in the trades are not known or accessible to the general public, including a lack of connection with K-12</li> <li>Outreach and marketing efforts are largely not targeted for marginalized communities</li> <li>Current K-12 and community outreach efforts are not well coordinated across the region and the impact is unknown</li> </ul>	<ul style="list-style-type: none"> <li>Coordinate additional outreach efforts across the region through partnerships with trusted community organizations and community leaders</li> <li>Establish stronger collaboration and alignment across regional and state systems such as K-12, WorkSource, etc.</li> </ul>

## GOAL 2: IMPROVE RETENTION OF DIVERSE WORKERS

The apprenticeship completion rates for women and people of color into journey level positions is lower than it is for their white male counterparts (see Box 1). This has been an ongoing issue for the trades. That, coupled with diverse journey level workers leaving over time, has contributed to an overall lack of diverse workers in the industry. Increasing retention rates for women and people of color is critical for improving construction workforce equity and diversity in the Portland metro region.

### BOX 1. COMPLETION RATES FROM APPRENTICES TO JOURNEY IN 2016

White men: 50% (484)	White women: 36% (29)
Men of color: 35% (82)	Women of color: 47% (9)

### RETENTION: BARRIERS TO SUCCESS

A major factor that prevents the retention of women and people of color in the trades is the negative jobsite work environment that is still common today (see Figure 5).

Many interviewees highlighted the negative impacts of hostility and a lack of inclusiveness on jobsites.

“You’re expected to go above and beyond, always. And if you do, [it is assumed it is because] you’re exceptional for a woman. And if you don’t, it’s [assumed it is] because you’re a woman.”

*Apprentice*

“I think workplace culture [is a challenge for apprentices], although it has improved, I think there’s still bullying, harassment that happens on the job sites that can lead to just a decrease in morale and kind of make people question whether or not they want to work in that kind of environment for the next thirty years. So, retention-wise I think that that’s probably one of the biggest factors. [For women and minorities the challenges are] largely, you know, the bullying and harassment component, the mentality that women or people of color don’t belong on the jobsite or can’t do the work. And some of it may be ill intentioned directly, or some of it may be indirectly.”

*Apprenticeship coordinator*

“And so to me, that’s the biggest challenge is we’ve kind of operated under a certain kind of culture for many, many years. And now, you know, thankfully that culture is changing.”

*Apprenticeship coordinator*

“As a minority, particularly being a minority in a lead role, I know some of the things that I deal with. I like to put it like this: [I’m] being [perceived as] incompetent and [I have] to prove I’m competent.”

*Foreman*

Related to this issue is the difference in quality of on-the-job training that women and people of color may receive compared to other apprentices. Construction skills in the commercial sector are primarily learned on the job directly from the apprentice’s supervising journey person. If that person does not teach an apprentice what they need to learn, that apprentice will be less skilled in the trades and will struggle to excel and advance.

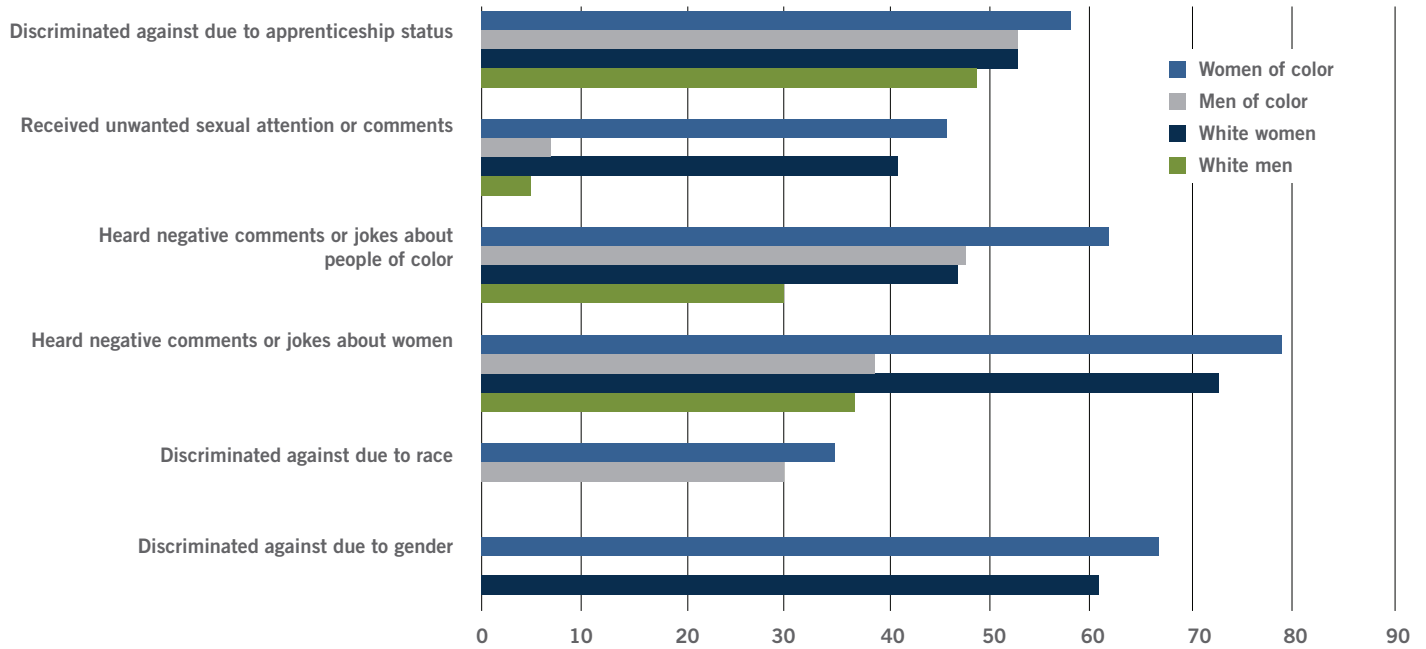
“It’s hard to be a woman on the job site because they don’t want women there.”

*Apprentice*

“They always have me doing the bitch work. I’m like, you know, I can do more than that... You’ve got to fight for your place.”

*Apprentice*

**FIGURE 5. PERCENTAGE OF OREGON APPRENTICES WITNESSING OR EXPERIENCING HARASSMENT AND DISCRIMINATION, BY RACE AND GENDER (2014-2015)**



Wilkinson, Lindsey and Maura Kelly. 2016. (Still) Building A More Diverse Workforce in the Highway Trades: 2016 Evaluation of the ODOT/BOLI Highway Construction Workforce Development Program. Available at: <http://www.pdx.edu/sociology/maura-kelly>

“My first job, back in my twenties, the guys didn’t talk to me for literally three months, except to just grunt and point. And I am the first woman in the thirty years history of the contractor to work for that company. But, again [like other women have said], I worked three times as hard as the guy next to me. And I garnered their respect.”

Apprentice

While some male workers may believe they are helping female apprentices by offering to do tasks for them, they are actually inhibiting these apprentices’ ability to gain the necessary skills for their trade. As one apprenticeship coordinator said: “You know, it could be a man just trying to be a gentleman and, you know, maybe taking over tasks for a woman because he thinks that that’s the right thing to do. Which leads to a decrease in learning opportunity for that woman.”

## KADENCE JIMENEZ

Journeyman Interior/Exterior Specialist

Kadence Jimenez is a mother of three and a Journeyman Interior/Exterior Specialist. Before getting into the trades she had been working at a dead-end kitchen job at an assisted living facility making minimum wage for five years.

She took the pre-apprenticeship program at Oregon Tradeswomen Inc. for free, and built a gazebo. The work really appealed to her. When she toured different trades through the program, she remembers wanting to do carpentry because the guy that was giving the presentation said, “...women can’t do drywall,” and that motivated Kadence even more. “The fact that he would say that to a group of women that were trying to get into the trades—I wanted to prove him wrong.”



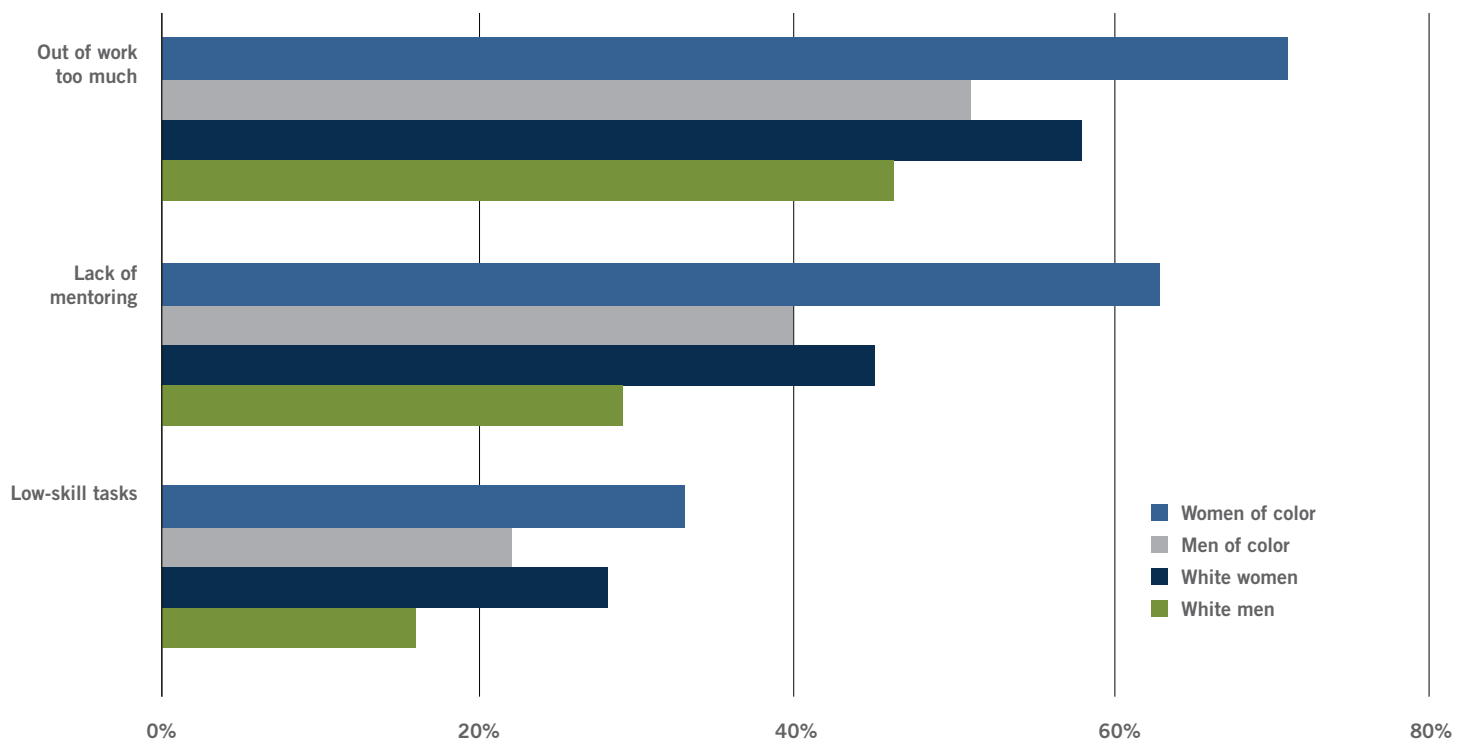
The cyclical nature of construction can also be a barrier for retention. Depending on the trade, people can be out of work for anywhere from 3-6 months per year. If a person is not prepared for that time being laid off, they will be unable to continue in the industry in a sustained way and will look elsewhere for gainful employment. This lack of steady work particularly impacts female and minority workers. Studies in Oregon have shown that these workers work far fewer hours annually than their white male counterparts (see Figure 6). Being included in core crews (moving with a contractor from project to project), would create more sustainable careers for marginalized workers. Additionally, marginalized workers are less likely to have opportunities for advancement within the industry such as becoming foremen, superintendents, or company owners. These issues create challenges for those diverse workers who do complete apprenticeship to thrive as journey workers and establish long-term careers.

Another factor that impacts retention is the real-life financial hardships or unexpected life situations that inevitably arise for some, and particularly for early-term apprentices who may have limited or no savings. Financial and life factors can be enough to prevent apprentices from continuing with their careers, including child care challenges when working an early morning or night shift, issues finding affordable housing, or transportation barriers when needing to travel to a jobsite.

“I think that a lot of women that come to us don’t have that support system, and men as well. A lot of people come to us with a lot of baggage. So you give them a good job. You give them the opportunity. But if they don’t have the support, they’re going to fail. And it just kills me when I see that because where do I turn, you know? We don’t have the system set up to support that. I think it would be huge and could make a big difference.”

*Apprenticeship coordinator*

**FIGURE 6. APPRENTICES REPORTING CHALLENGES AS A MAJOR OR MINOR PROBLEM IN OREGON, BY GENDER AND RACE (2014-2015)**



Wilkinson, Lindsey and Maura Kelly. 2016. (Still) Building A More Diverse Workforce in the Highway Trades: 2016 Evaluation of the ODOT/BOLI Highway Construction Workforce Development Program. Available at: <http://www.pdx.edu/sociology/maura-kelly>

## RETENTION: RECOMMENDATIONS

Many in the industry recognize the need to address jobsite culture because of how it negatively impacts diversity efforts, and also how it can impact safety, productivity and profitability. Leaders in this arena include:

- The Pacific NW Carpenters Institute, who have just finished developing a positive jobsite culture training for their apprentices, foremen and signatory companies;
- Multnomah County and Hoffman, who are requiring Green Dot Training<sup>15</sup> on the Multnomah County Courthouse project, and;
- BOLI, who recently worked on and finalized a standardized and no-cost respectful workplace curriculum they hope to expand throughout the industry.

Similar to how the safety culture in construction has transformed in the last three decades, a hostile jobsite needs to become completely unacceptable, and a positive jobsite needs to become normalized. Addressing this issue will be most effective with a comprehensive and collaborative approach that recognizes the need for training at all levels of the industry, from co-workers to superintendents to union stewards. No other policy

or training efforts to increase diversity will be successful if people do not feel welcome, comfortable or safe when they go to work every day. Working regionally to develop a standardized intervention approach – one that includes jobsite tools like Green Dot – should be top priority.

Relatedly, qualified and trained oversight partners should conduct jobsite visits to interview apprentices about their training, and review the progress they're making in the acquisition of skills. BOLI is the oversight body for the Apprenticeship programs, but may not have the capacity to do onsite visits, so Apprenticeship programs should work in concert with BOLI to develop a check and balance system that will help verify whether proper training is occurring. This would support an improved training experience for apprentices and likely contribute to increased retention rates. Some parts of the country have utilized a community-based model, where they deputize volunteers to conduct interviews with workers on behalf of agencies and report their findings.<sup>16</sup>

Another key to improving retention rates: strengthening collaboration across agencies and across the region. By partnering with community and socially-focused organizations, for example, the effectiveness of supportive services could be increased (for instance, if childcare providers were more intentionally involved in developing

<sup>15</sup> For more information on the Green Dot program, see <https://alteristic.org/>

<sup>16</sup> <http://www.laschools.org/new-site/labor-compliance/work-preservation>

## NITO TAUFUI

*Superintendent*

Nito Taufui is from the Polynesian islands. Nito started out as a Laborer pouring concrete. He's worked for Skanska for 20 years, and because of his hard work, he was promoted to be a Foreman, and has been their Superintendent for the last 12 years. He schedules, manages, and oversees entire projects. He makes a very good wage, and receives a 10% bonus every year, a company truck, and five weeks of vacation. This job has given him everything and more: "It provides for my family. It gave me the life I never thought I would have. It has allowed me to buy a house. Financially, I make more than I ever thought. My two kids get to do whatever they want to do."

On top of supporting his immediate family, he's also able to send money back to his extended family in Polynesia. In reflecting about his career and life, he said, "I'm lucky, is all I can say."





## CASE STUDY: LOS ANGELES

The City of Los Angeles was one of the first cities to negotiate a Community Workforce Agreement (CWA) in 2001. Following this was the creation of the Construction Careers Policy (CCP) which was adopted by five agencies in L.A. and was created in partnership with labor, veterans, workforce development, social justice organizations, community developers, faith communities, youth organizations and many others. A CCP is a combination of a Project Labor Agreement and a Targeted Hiring Policy.

The use of a job coordinator on each project has played a critical role in the CCP in L.A. Each project requires that a job coordinator be hired to assist in meeting workforce goals. The job coordinators act as a liaison between the community, workforce programs, and the construction projects. They provide knowledge about job openings to the community and then connect diverse workers with opportunities on each project. Additionally, the agreement provides guidance on hiring job coordinators, requiring that they meet nine demonstrable experience criteria to qualify for the position.

Current City of Los Angeles data, from a March 2017 report, shows that they are achieving 39% local hire (goal of 30%), 62% local apprentice hire (goal of 50%), and 21% disadvantaged/transitional hire (goal of 10%). The agencies participating in CCP will cover 56,700 workers through 2017:

- 7,000 disadvantaged workers; 20,000 targeted hire workers
- Estimated additional \$129 million re-invested in the local economy based on additional wages to disadvantaged workers alone
- Economic benefits passing \$749 million from economic activity of construction workers from targeted communities.

solutions for the childcare needs of apprentices). Other examples could include ensuring better representation on the State Apprenticeship Council from marginalized communities, enhancing funding with higher education through Pell and Perkins, or bolstering coordination between apprenticeship representatives and local workforce development boards.

Additionally, the formation of a robust mentoring network would ensure further support for women and people of color. Existing sources of support include the Carpenters' "Sisters in the Brotherhood" group, as well as in-person meetings and social media groups run by pre-apprenticeship programs Oregon Tradeswomen and Constructing Hope. Mentorship was identified strongly in the research as a strategy that could be greatly strengthened and scaled to help women and people of color with more support.

*"I think definitely having some kind of formal mentorship program would be a really good help. I think a resource and support system from everything to childcare to counseling to...I think mentorship is the biggest one, to be honest. Just having someone to talk to that's been there and has dealt with the specific situation, it really helps."*

*Apprenticeship coordinator*

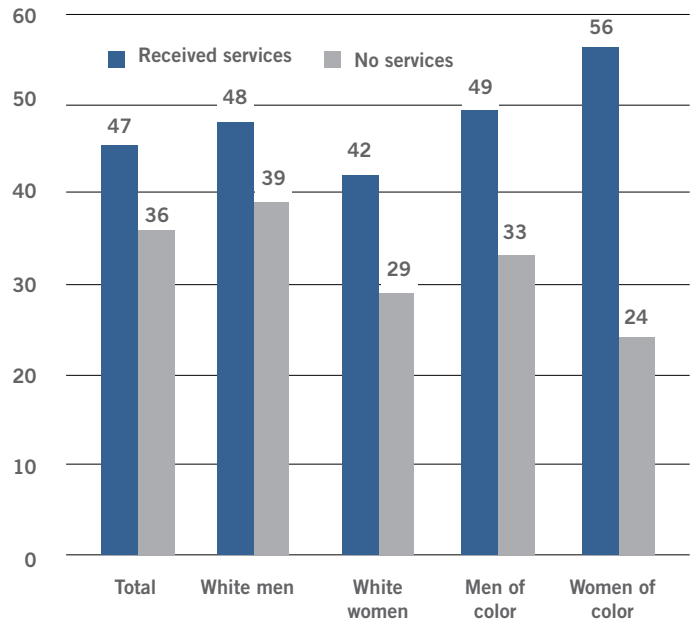
Beyond mentorship, interviewees identified better support services for early term apprentices as a tangible solution that would increase retention for women and people of color. This includes, most commonly, reliable transportation

mechanisms for travel to jobsites (having a driver's license, a reliable car, clean driving record, etc.), access to childcare services (including financial subsidies and with hours that fit the early or late shifts of the industry), and provision of equipment and gear (tools, boots, rain gear, etc.). The Oregon Department of Transportation (ODOT) & BOLI provide support services for the highway trades, and this program has proven results<sup>17</sup>: apprentices receiving support services are more likely to complete their apprenticeship program (see Figure 7).<sup>18</sup> Apprentices and industry players interviewed for this study showed an awareness of the ODOT-BOLI program, and wanted to see those kinds of support services expanded. As one participant noted, there are currently support services available, but not for all trades.

“Support services, certainly. We definitely need more of those. There’s a lot of support services for the highway trades. But there aren’t really any for some of the other trades.”

*Apprenticeship coordinator*

**FIGURE 7. APPRENTICESHIP COMPLETION RATES BY RECEIPT OF SERVICES, BY RACE AND GENDER (2014-2015).**



*Wilkinson, Lindsey and Maura Kelly. 2016. (Still) Building A More Diverse Workforce in the Highway Trades: 2016 Evaluation of the ODOT/BOLI Highway Construction Workforce Development Program. Available at: <http://www.pdx.edu/sociology/maura-kelly>*

The following table represents an estimate of annual costs, if apprentices in all trades were able to access support services at the level that the current ODOT-BOLI program is accessed, with a column also estimating the cost for just women and people of color. This information should prove useful for agencies interested in better supporting a proven method to increase the retention of women and people of color in the trades.

**TABLE 2. EXAMPLE COST ESTIMATE FOR SUPPORTIVE SERVICES NEEDS**

Types of support services	Average annual cost per apprentice <sup>19</sup>	% historical utilization <sup>20</sup>	Number female/minority apprentices <sup>21</sup>	Estimated annual costs	Number all apprentices <sup>22</sup>	Estimated annual costs
Hardship Assistance	\$500	0.20%	4	\$1,975.00	12	\$6,179.00
Job Readiness Assistance (tools, work boots, rain gear)	\$296	22%	435	\$128,612.00	1359	\$402,376.48
Fuel assistance	\$401	5.90%	117	\$46,726.53	365	\$146,188.96
Lodging/per diem	\$681	3%	59	\$40,349.25	185	\$126,236.97
Child Care	\$2,465	5.50%	109	\$267,760.63	340	\$837,717.93
			<b>TOTAL</b>	<b>\$485,423.40</b>	<b>TOTAL</b>	<b>\$1,518,699.34</b>

17 ODOT BOLI Heavy Highway Workforce Development Program: <http://akana.us/projects/odot-boli-workforce/>

18 Wilkinson, Lindsey and Maura Kelly. 2016. (Still) Building A More Diverse Workforce in the Highway Trades: 2016 Evaluation of the ODOT/BOLI Highway Construction Workforce Development Program. Available at: <http://www.pdx.edu/sociology/maura-kelly>

19 Based on existing ODOT-BOLI Support Services Program Data that serves highway trades.

20 Based on existing ODOT-BOLI Support Services Program Data that serves highway trades.

21 Based on Total BOLI State Registered Apprentices for 2016 in PDX Region who identify as female and/or minority: 1,975

22 Total BOLI State Registered Apprentices for 2016 in PDX Region: 6,555. 376 already received ODOT-BOLI resources. Total Gap: 6,179.

**TABLE 3. RECOMMENDATIONS FOR INCREASING RETENTION OF A DIVERSE WORKFORCE**

Goal	Barriers	Recommendations
<b>Increase retention of diverse workers</b>	<ul style="list-style-type: none"> <li>• Construction culture is often hostile: proving yourself, harassment and isolation, overt discrimination</li> </ul>	<ul style="list-style-type: none"> <li>• Address construction job site culture through respectful workplaces trainings with proven results</li> </ul>
	<ul style="list-style-type: none"> <li>• Quality of on the job training can be disparate for diverse apprentices: ability to attain needed skills</li> </ul>	<ul style="list-style-type: none"> <li>• Increase monitoring of on the job training of apprentices by well-trained experts</li> </ul>
	<ul style="list-style-type: none"> <li>• Diverse workers have limited support for mentorship</li> <li>• Transitioning from apprentice to journeyworker challenges: skills and confidence, recognition and respect, finding work</li> </ul>	<ul style="list-style-type: none"> <li>• Formalize mentorship resources for diverse workers</li> </ul>
	<ul style="list-style-type: none"> <li>• Financial challenges (lower pay early in apprenticeship, being out of work)</li> <li>• Work/family conflict, affordability and access to childcare</li> <li>• Marginalized workers are less likely to have stable or consistent employment</li> </ul>	<ul style="list-style-type: none"> <li>• Increase ongoing supportive services for apprentices</li> </ul>

### GOAL 3: DEVELOP MORE ROBUST EQUITY POLICIES AND PRACTICES

The demand for a more diverse workforce in construction has developed through growing equity and diversity policies by public agencies, and practices by major parties in the industry. Policies with utilization requirements for apprentices, women and people of color on public capital projects allow public funds to better contribute to local workforce development and economic opportunity efforts. Overall, these policies work to combat the real and lasting effects of historically exclusionary practices from industry and through public procurement processes. In order to achieve greater success in construction workforce equity for the Portland metro region, such policies should be more widely adopted and should be subject to better monitoring and enforcement.

Some public agencies, both locally and nationally, have adopted workforce participation goals and programs for public capital projects. Goals generally focus on apprenticeship utilization percentages and hours performed by women and people of color. The level of detail, both for requirements and monitoring, can vary. In most cases, goals are accumulative: a lump sum of female or minority hours not disaggregated by trade, racial category, or apprentice/ journey level.

“I always think, you know, this is taxpayer money. We’re investing in our youth and our community and giving people good jobs. That money is going to come right back into our community, right? I mean, why do we accept the low bid from an out-of-State contractor that brings in their own workforce and takes it all out?”

*Apprenticeship coordinator*

Apprenticeship programs themselves are held to their own standards, tied to EEO requirements, by BOLI. The Equal Opportunity in Apprenticeship rule of the US Department of Labor, Office of Apprenticeship was updated in 2016 for the first time since 1978. It has considerably more provisions, requirements, and guidance toward equal opportunity in apprenticeship and will influence current BOLI requirements.<sup>23</sup>

Some contractor companies and labor associations have also become leaders in the industry and developed diversity and equity efforts within their organizations.

<sup>23</sup> <https://www.doleta.gov/oa/eo/>

## EQUITY POLICIES AND PRACTICES: BARRIERS TO SUCCESS

“I think that most importantly we work really, really hard here internally with our staff. And you know, the goal is, is that the staff that we have here at [our organization] is a representation of what’s happening in the community. So we have three pretty much full-time females that work for us as instructors and get involved in recruitment and outreach. And I think that really, really helps us attract and also retain women into the field.”

*Apprenticeship coordinator*

“Something happened. I don’t know the details there. I know the next day, he had everybody, the whole company, at the office at like 6:00 am. And that was like the topic of conversation before work even started. Because I mean, we just zero tolerate when it comes to stuff like that. But, yeah. So that’s an example of something that we do. I mean, it’s in our policies and everything else. So I mean he literally shut the thing down. The guy ended up getting fired. He did get fired.”

*Foreman*

Specific examples include the Electrical Workers Minority Caucus<sup>24</sup>, the Carpenters’ Sisters in the Brotherhood<sup>25</sup>, and contractors like Mortenson, Howard S. Wright and Hoffman specifically hiring equity and diversity managers to uplift these efforts within their firms.

Currently, the majority of public projects in the Portland metro region do not have workforce participation goals. Representatives from public agencies as well as contractors perceive that the challenge in meeting goals (where they exist) is largely due to a lack of supply of workers. Agencies that don’t tie in workforce participation goals reported that staff, time, and cost are barriers to implementing goals. Across stakeholder groups, there was consensus that in order for goals to be effective, accurate workforce participation data must be reported and monitored, and goals must be enforced.

“One of the things I can say is having the goals doesn’t work if there’s no penalty, no responsibility. There’s contractors that are going to do it because it’s the right thing. But they’re few and far between. There’s contractors that are going to do it the wrong way just because it saves them a dollar, and cover it up and hide it. So there has to be some reward for the people that are doing it correctly and something to inhibit people from not following it.”

*Apprenticeship coordinator*

24 <http://www.ibew-ewmc.com/>

25 <https://www.carpenters.org/sib-join-us/>

## ERIN WEST

*Plumbing apprentice*

Erin West is a 36-year-old mother, worker’s rights activist, and plumbing apprentice. She grew up in a military family and subsequently moved around quite a bit as a child. She graduated high school in Idaho, where she was first introduced to trades work through a welding class she took and loved.

Once she completes her apprenticeship and journeys out, Erin has dreams of opening or co-owning her own service company where she has the ability to provide sliding scale services and can offer her expertise to community members that may feel more comfortable with a woman in their home. She is also interested in potentially becoming an inspector some day.



Some in the industry are against these goals, which can make them more challenging to enforce. Racial and gender stereotypes – particularly the stereotype that diverse workers don’t want to work in construction – are still pervasive in the industry, and are often provided as rationale for why a given contractor or apprenticeship program cannot meet project goals. In particular, non-union Apprenticeship programs felt opposed to contract goals, saying that they have not been included in these policies to date, and that it limits individual choice.

“...we have freedoms in the Country that we live in. So you have a freedom to own a business and run it the way that you want to run it. And to have this kind of oversight squishes the freedom out... if you’re a woman and you want to work construction because you have skill and you...you visualize how to make something...I mean, that’s an individual gifting and design of a person. I think it’s in your DNA. And if construction fits that, then you go for it, you know. Same thing if you’re a minority of any kind. I think it’s people, their own individual what they want to that’s either going to propel them forward into the career of construction or not, you know...And I still feel like a lot of this is targeted.”

*Apprenticeship program representative*

Interviewees from public agencies indicated that one of the major challenges for implementing and monitoring construction workforce diversity goals in their organizations was the staff time to do what they viewed as additional work, as well as the perceived cost and the perceived limitations of low-bid contracting methods. The challenge of monitoring workforce data was specifically noted as a barrier.

In the private market, although there are emerging leaders on issues of equity and diversity, they are still the exception. Many general contractors commented on the incredible challenge of monitoring their subcontractor compliance, who are often the companies that perform most of the work and do the most hiring on projects.

Additionally, there are still trades that are reluctant to adopt diversity and equity policies.

“Because my committee doesn’t feel that it’s right [direct entry]. They wanted to draw the line on direct entry into the program, because it’s not fair to the other guys on the list.”

*Apprenticeship coordinator*

Even with policy changes, it will take time before the construction industry achieves transformation similar to the change related to robust safety standards, which are now normalized. The overall culture on the jobsite is still reluctant to embrace workforce equity.

“I would say with the contractor buy-in [for contract goals], you also need like rank and file union membership buy-in. Because a lot of bitterness is generated. I just heard an apprentice yesterday ask me, ‘well, minorities get the advantage because, you know, there’s these jobs that require people to hire them on these jobs.’ And there’s a lot of bitterness about that. And he was saying how he hears journeymen all the time complaining about it. And so I think that that harms the atmosphere on the job site and could potentially lead to resentment that these people are going to feel. I felt the brunt of it when I was working out in the field.”

*Apprenticeship coordinator*

## EQUITY POLICIES AND PRACTICES: RECOMMENDATIONS

Monitoring and enforcing workforce participation goals on public capital projects is critical for success: this was identified as the only way for these types of efforts by public agencies to be effective. Any goals that exist but are not enforced or monitored are more harmful than no goals at all, because they lead to potentially fraudulent activities in the industry and overall frustrations for all parties involved. Public agencies need to invest in sufficient staff and systems to achieve meaningful and effective oversight. The City of Seattle and the City of Boston are examples of jurisdictions whose systems are robust and transparent.<sup>26</sup> Locally, Prosper Portland has just launched a website where they publicly publish their workforce and contracting data by project.<sup>27</sup>

<sup>26</sup> <https://www.boston.gov/departments/economic-development/boston-residents-jobs-policy-construction-projects#forms-and-statistics>

<https://www.seattle.gov/city-purchasing-and-contracting/labor-equity/cwa-projects>

<sup>27</sup> <http://prosperportland.us/business-and-workforce-equity-in-construction/>



# CASE STUDY: BOSTON

## DATA ACCESSIBILITY

In 1983, Boston approved an ordinance establishing the Boston Residents Jobs Policy setting employment standards for Boston residents, people of color, and women construction workers. This ordinance was extended in 1985 and amended in 2017 to increase compliance with stronger enforcement mechanisms. This ordinance also made the Boston Employment Commission to develop recommendations for enforcement of the ordinance. They meet monthly to review reports on public works projects.

One success for Boston has been the transparent, public availability of data. They publish extensive disaggregated information on the City of Boston website. This data is disaggregated by contractor, trade, ethnicity, statue, and other data. Data transparency provides for additional community input and oversight. However, they do not provide regular totals or analysis which would make the data even more accessible.

Boston has also established the Jobs Bank. This connects residents within the City of Boston to contractors, unions, and community groups to find openings for jobs, apprenticeship, and training programs. Matching to unions and contractors is based upon skills of residents who are enrolled. The Jobs Bank also supports making connections through calls and providing contact information for companies to residents interested in applying for openings.

In order to enforce workforce participation goals, public agencies must be clear about penalties, including what penalties exist, when they will be incurred, and how they can be avoided. Public agencies need to ensure that contractors who habitually do not meet workforce utilization goals face a period of disbarment, so that they do not continue to receive public contracts despite a lack of performance.

Workforce goals and corresponding project data monitoring should be frequent, consistent and detailed. Because a subcontractor can complete their scope within a 90-day period, it is critical that oversight and monitoring occur no less than monthly for most projects to be able to address any issues promptly, should they arise.<sup>28</sup> Workforce data should be detailed and disaggregated by racial category, gender, trade, and apprentice vs. journey level. The following page includes an example of a workforce data compliance spreadsheet that shows all the pertinent data points needed to ensure detailed data collection.

The data collected and analyzed should be regularly shared with a regional oversight body that is made up of all relevant parties, such as pre-apprenticeship and community partners, labor, worker dispatch coordinators, and the owner and general contractor on a project. This ensures responsive and collective problem solving, as articulated by a study participant.

“...there should be a management oversight committee to identify deficiencies and course correct. That’s the whole purpose of labor management committees...So a community labor management committee...have someone from the pre-apprenticeship world on the committee, someone from labor, for sure, on the committee. Somebody from contracting world, the providers themselves would have to be on there. Whether it’s a minority contractor or whether it’s a contractor association could be either one or both. Definitely you want the public contracting agency to have representation at the table as well, as well as a general contractor, probably the general contractor for each one of the projects that are selected should have a representative. If you are requiring this on just one project that that project’s general contractor, but if you have several projects, I think you need to bring each one of them in.”

*Trade Association representative*

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<sup>28</sup> Some projects may have periods of inactivity depending on the construction calendar, so this frequency of oversight may shift, but, as a default, monthly should be the starting point.



**TABLE 4. CONSTRUCTION WORKFORCE UTILIZATION REPORT TEMPLATE**

Company	Exempt	Total Hours	Apprentice Hours	Apprentice Percentage	AA (African American)	HIS/LAT (Hispanic/Latinx)	AS/PI (Asian/Pacific Islander)	AM I/AN (American Indian/Alaska Native)	Total Male Minority Hours	Male Minority Percentage	AA	HIS/LAT	AS/PI	AM I/AN	Total Female Hours	Female Percentage
<b>Company Name/ Gross Contract Value</b>																
Carpenters																
Laborer																
Operator																
<b>Company TOTALS</b>																
<b>Company Name/ Gross Contract Value</b>																
<b>Total Contract Percentage Complete</b>																
Electricians																
Laborer																
Operator																
<b>Company TOTALS</b>																
<b>Company Name/ Gross Contract Value</b>																
<b>Total Contract Percentage Complete</b>																
Plumbers																
Laborer																
Operator																
<b>Company Totals</b>																

There are many examples of this critical oversight component as a best practice. Locally, both the City of Portland (on two Water Bureau Projects<sup>29</sup>) and Multnomah County<sup>30</sup> (on the Central Courthouse and Health Headquarters projects) created and implemented a Labor Management Community Oversight Committee (LMCOC) to regularly meet and review workforce data. The City of Seattle also has a regional Oversight Committee which regularly reviews multiple projects in the region.<sup>31</sup> This model accomplishes oversight in a scaled fashion for their region's workforce equity efforts.

Additionally, as early as in the bidding process for new contracts, public agencies could inquire about the diversity of core crews and reward contractors who maintain diverse crews. Also, incorporating a community liaison on each job site could assist in meeting overall workforce goals by: helping to locate qualified targeted workers, maintaining records of applications received, regular reporting of workforce composition, EEO compliance training, regular site walks, and participation in weekly construction progress meetings. Liaisons like this have been used effectively in Los Angeles to meet project goals and increase collaboration with the community.

During interviews, both public agencies and contractors highlighted the need for higher level opportunities to engage with all stakeholders in a regional effort on policy development that brings all relevant parties together, including private actors like contractors and trade associations. This regional policy development could be done through a regional government entity, such as Metro. Construction Apprenticeship and Workforce Solutions (CAWS)<sup>32</sup> was cited multiple times by interviewees as one example of this type of engagement.

“[CAWS] really was hatched to do exactly what some of the things you’re talking about: look at supply and demand in the same paragraph as opposed to just the demand side. At the time, fifteen years ago or whenever CAWS started, it kind of whipped your head back. Because everybody was always just saying, well, “we’ll demand this.” And let supply take care of itself. So we’re active with the Construction Apprenticeship Workers Solutions.”

*Public Agency representative*

29 <https://www.cbanw.com/projects/portland-cba-pilot-projects/>

30 <https://www.worksystems.org/sites/default/files/Resource%20Document%20-%20Project%20Labor%20Agreement%20Multnomah%20Cnty%20Central%20Courthouse.pdf>

31 <https://www.seattle.gov/city-purchasing-and-contracting/labor-equity/joint-administrative-committee>

32 <http://www.caws-pdx.org/>

## LISA DAVIS

*Sheet Metal Worker*

Lisa Davis applied for a Sheet Metal Apprenticeship but had to wait almost 2 years to be accepted due to the scarcity of jobs during the Great Recession. Three months after her acceptance into the apprenticeship, she found a place with General Sheet Metal and primarily worked on architectural sheet metal, HVAC duct installation, and shop fabrication for her first couple years. Around this time General Sheet Metal decided to start their own service department and tapped Lisa's shoulder to apply for their new Service Apprenticeship.

Nowadays, she is providing guidance and mentorship to more than 200 new apprentices a year. Due in part to her enthusiasm for the role of women in the sheet metal industry, 7% of her students are women. This figure is higher than many other trades, though still has room for improvement. She is also teaching and doing some consulting work for the International Training Institute (ITI) and is participating in an exciting task force to write a book regarding the important work of the sheet metal industry. Not only does Lisa love her job but it PAYS! She makes about \$43.75/hour which is just about 4 times greater than her highest pre-trades wage of \$12.50/hour.



# CASE STUDY: PORTLAND

## COMMUNITY BENEFITS AGREEMENT

The City of Portland started the Workforce Training and Hiring Program in 1993 to increase the numbers of women and minorities in the construction trades through apprenticeship opportunities on public projects. In 2012, Resolution No. 3695 passed and created a model Community Benefits Agreement (CBA) for City-owned construction projects. The CBA was created through the Metropolitan Alliance for Workforce Equity (MAWE), a coalition of community, labor, business, and equity partners. The CBA model was formally adopted for all alternative procurement projects over \$25 Million in 2017.

The CBA provides a legal framework to overcome the historical underrepresentation of minorities and women in the construction industry, both at the worker and contractor levels. This agreement includes shared community oversight and accountability, fair labor standards, and goals and resources to increase contracting and workforce opportunities for minorities and women. The role of shared

oversight and accountability is critical to the success of the model which created a governance structure with a Labor-Management- Community Oversight committee and a Compliance Subcommittee. This structure provides a forum for direct communication between CBA partners, dispatch halls, unions, and contractors while helping partners deepen their understanding of the workforce pipeline and CBA intervention.

Goals of the CBA were 20% apprenticeship utilization, 18% minority participation, and 9 % female participation. The model projects exceeded all goals except for female journey worker participation which indicated the need to continue to recruit and retain female workers as it takes 3-5 years to become a journey worker. It also had a 22% aspirational goal for Disadvantaged, Minority Owned, Woman Owned and Emerging Small Businesses(D/M/WBEs and ESBs) with a 12% subgoal focused on DMWBEs.

	Kelly Butte	Interstate
<b>Total Apprenticeship (23% Goal)</b>	23%	21%
<b>Minority Apprenticeship (18% Goal)</b>	50%	38%
<b>Female Apprenticeship (9% Goal)</b>	28%	34%
<b>Minority Journey (18% Goal)</b>	29%	21%
<b>Female Journey (9% Goal)</b>	6%	3%

Contractor Utilization:

- 26% D/M/WBE Contractor utilization: \$23,997,463 revenue earned
- 2% ESB Contractor utilization: \$1,581,023 revenue earned

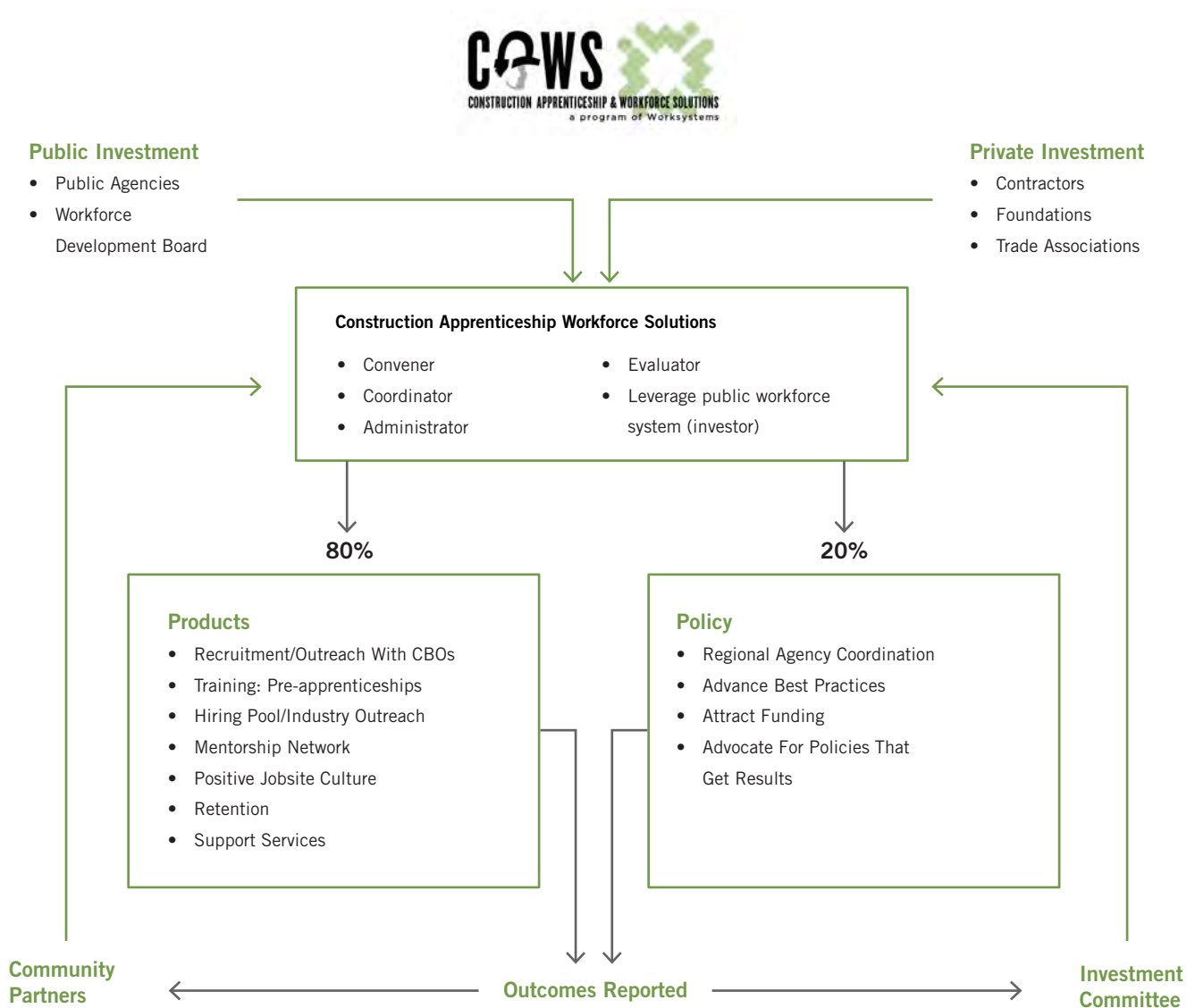
A regional entity of some kind could support public agencies in the vetting and adoption of shared policies and processes (including shared workforce goals).

Collaboration on the regional level should include other compliance agencies such as the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance who can assist with developing ongoing best practices. As mentioned previously, the region could also bring in additional partners who have not traditionally been a part of the conversation. Examples of this might be working with the Department of Corrections to find qualified workers or the Oregon Department of Motor Vehicles to advise on getting marginalized workers a driver's license. Making large systemic changes in construction will require broad collaboration to comprehensively address barriers.

“I would love to see some conformity of goals and ways to achieve their goals. There are a lot of public contracting agencies that set very lofty goals, but they're window dressing. They're nothing more than window dressing when they have no structure to accomplish their goals. No mechanics built into any kind of rules around their procurement.”

*Trade Association representative*

**FIGURE 8. CAWS CONCEPT FLOW CHART**



The concept of a regional entity like CAWS was also mentioned as a vehicle to manage broader regional financial investment in efforts to better recruit, train, support and retain women and people of color in construction.

“If we had a consistent funding mechanism which then could be focused on education and outreach to women and minorities or other underrepresented populations.”

*Public Agency participant*

And streamlined investment is necessary given the scope of the work that needs to be done: the data show that the overall gap of diverse construction workers over the next five years for large public capital projects could be nearly 2,500<sup>33</sup>. Workforce goals on most public projects indicate

a 20% apprentice utilization rate (and therefore an 80% journey level rate). Data also show that the current overall placement rates for the existing pre-apprenticeship programs is 85%, however, the placement into a state-registered Apprenticeship is about 50%. Additionally, BOLI data on apprenticeship programs shows the current average completion rate for female and minority apprentices is about 38% and 35%, respectfully. Using these recruitment and completion rates, the region would need to train 996 pre-apprentice graduates to gain 498 apprentices, plus another 5,435 apprentices to gain 1,992 journey level women and people of color over the next five years. That would equal training a total of 11,868 pre-apprentices. The total 5-year cost for this investment is about \$109 Million, or roughly 1.44% of the total \$7.58 Billion cost for all public capital projects<sup>34</sup> included in the study. The table below illustrates this analysis:

**TABLE 5. EXAMPLE COST ESTIMATE FOR DIVERSE CONSTRUCTION WORKFORCE DEMAND NEEDS**

5-year cost estimate to fund needed supply of diverse workers to meet public projects demand in Portland Metro Area				
5-year workforce gap (public projects over \$15 MM)	# Minority	# Female	TOTAL	
Apprentices (20%)	215	283	498	
Journey (80%)	859	1,133	1,992	
<b>Total gap (all trades)</b>	<b>1,074</b>	<b>1,416</b>	<b>2,490</b>	
Pre-apprentices needed: apprenticeship (50% entry rate)	429	566	996	
Pre-apprentices needed: journey (35/38% completion rate)	4,909	5,963	10,872	
<b>TOTAL pre-apprentices needed</b>	<b>5,338</b>	<b>6,530</b>	<b>11,868</b>	<b>Per year</b>
<b>Total Cost</b>	<b>\$49,109,557</b>	<b>\$60,072,501</b>	<b>\$109,182,058</b>	<b>\$21,836,412</b>

Average cost per pre-apprentice student	\$9,200
Pre-apprentices apprenticeship entry rate	50%
Minority apprentice completion rate	35%
Female apprentice completion rate	38%

It is important to note that if recruitment and retention rates are improved, these upfront investment costs are reduced. For example, if 80% of pre-apprentices were able to be placed into apprenticeship, costs decrease by roughly \$8 million annually. If retention rates also increased for women and people of color to what they are for white males (50%), the annual cost decreases by more than half, or by \$11.5 million.

33 See Gap Analysis: <https://www.oregonmetro.gov/construction-career-pathways-project>. The potential workforce gap for women and people of color in construction in the region is actually much larger when factoring in projects that were not included in the study, including all private work, as well as public projects below \$15 million. Gap also only looks at 2016 workforce supply.

34 See Gap Analysis: <https://www.oregonmetro.gov/construction-career-pathways-project>. Total public capital projects over \$15 Million derived from interviews in study equal \$7.58 Billion over the next five years.

**TABLE 6: RECOMMENDATIONS FOR DEVELOPING MORE ROBUST EQUITY POLICIES AND PRACTICES TO SUPPORT THE RECRUITMENT AND RETENTION OF A DIVERSE WORKFORCE**

Goal	Barriers	Recommendations
<p><b>Develop more robust equity policies and practices to promote the recruitment and retention of a diverse workforce</b></p>	<ul style="list-style-type: none"> <li>• The majority of public projects have no workforce goals</li> <li>• Where goals exist, lack of transparent and accessible data reports, monitoring, and enforcement of goals</li> <li>• Lack of investment and commitment to goal monitoring, reporting, and enforcement</li> </ul>	<ul style="list-style-type: none"> <li>• Enforce contract goals, with consequences for non-compliance</li> <li>• Improve oversight to achieve workforce goals on public projects</li> <li>• Create contractor incentives in bidding process for past equity performance and compliance</li> </ul>
	<ul style="list-style-type: none"> <li>• Lack of regionally coordinated approach to implementing workforce goals and policies</li> <li>• Lack of private market uptake of diversity/equity policies and practices</li> </ul>	<ul style="list-style-type: none"> <li>• Improve and ensure a transparent system for reporting and monitoring of workforce goals</li> <li>• Create consistent opportunities for connections across sectors to collectively problem solve</li> <li>• Adopt shared policies and processes across agencies</li> </ul>
	<ul style="list-style-type: none"> <li>• Challenges meeting goals perceived as due to a lack of supply of diverse workers</li> </ul>	<ul style="list-style-type: none"> <li>• Sustain a regional investment in the construction workforce pipeline</li> </ul>

## CONCLUSION

Advancing workforce diversity and equity in construction will take focus, investment, and concerted collaboration. No one party can do it alone. Everyone in the industry: public agencies, contractors, training providers, apprenticeship programs, and the workers on the jobsites, all have a role to play in the success of achieving workforce equity and diversity for the Portland metro region. Real success will include transparent and enforced workforce goals on public projects, increased and sustained recruitment and retention of women and people of color into the trades, a positive shift in jobsite culture that is more inclusive and safe, and an overall shift in industry practices, for everyone, that better supports and uplifts more women and people of color to be leaders in construction.

Strategies for success need to be implemented together; they are interlinked and will not be as successful if implemented separately. This work will need to be done together and with real commitment. The final table in the report outlines everyone’s respective responsibilities to this commitment. If all parties can work together and do their part, construction workforce equity and diversity for the Portland metro region is possible.

## VANESSA ENOS

*Journeyman Laborer*

Vanessa Enos grew up on the Umatilla Indian Reservation in NE Oregon and went to high school there. Today, three years after finishing the Oregon Tradeswomen program, Vanessa is a Journeyman Laborer with a soft spot for concrete. She candidly explains, “not many females do it (concrete work), but I love it!” She’s worked as a Vibrator Hand making \$28.77 an hour. When you ask Vanessa about her goals for the future she excitedly answers, “the sky’s the limit!” She would like to work her way through the ranks to become a foreman, noting that her union has a lot of plans for her and the leadership she has the aptitude to grow into. She would also like to work as a recruiter to get more women into the trades; especially focusing on outreach to Native American women on reservations.



**TABLE 7. ROLES AND RESPONSIBILITIES FOR ACHIEVING REGIONAL CONSTRUCTION WORKFORCE EQUITY**

Study recommendations	Responsible Stakeholders (bold indicates lead)									
	Community-based organizations	General Contractors	Trade Associations (Unions, AGC, etc)	Public agencies/ Owners	Pre-apprenticeship programs	State Apprenticeship programs	Subcontractors	Workforce partners (BOLI, WIBs, WorkSource, etc.)		
<b>SUPPLY</b>										
<b>Recruitment</b>										
Ensure steady funding stream to increase capacity of pre-apprenticeship programs		X	X	<b>X</b>						X
Increase direct entry from pre-apprenticeship into apprenticeship programs			X			<b>X</b>				
Promote recruitment of diverse workers through referrals	X	X	<b>X</b>			X	X			
Coordinate additional outreach efforts across the region through partnerships with trusted community organizations and community leaders.				X	X	X				<b>X</b>
Establish stronger collaboration and alignment across regional and state systems such as K-12, Worksource, DHS, etc.	X		X	X	X	X				<b>X</b>
Review BOLI apprenticeship data annually for gaps to target efforts				X	X	<b>X</b>				X
<b>Retention</b>										
Address construction job site culture through respectful workplaces trainings with proven results	X	X	X	<b>X</b>	X	X	X			X
Increase monitoring of on the job training of apprentices by well-trained experts			X	X	X	X				<b>X</b>
Formalize mentorship resources for diverse workers	X	X	<b>X</b>	X	X	X	X			X
Increase ongoing supportive services for apprentices	X	X	X	<b>X</b>	X	X	X			X
<b>DEMAND</b>										
<b>Diversity/equity policies and practices</b>										
Enforce contract goals, with consequences for non-compliance		X	X	<b>X</b>						X
Improve oversight to achieve workforce goals on public projects		X	X	<b>X</b>						X
Create contractor incentives in bidding process for past equity performance and compliance		X		<b>X</b>						
Improve and ensure a transparent system for reporting and monitoring of workforce goals		X		<b>X</b>						X
Create consistent opportunities for connections across sectors to collectively problem solve	X	X	X	X	X					<b>X</b>
Adopt shared policies and processes across agencies		X	X	<b>X</b>						X
Sustain a regional investment in the construction workforce pipeline		X	X	<b>X</b>						X



# DEFINITIONS OF COMMON CONSTRUCTION WORKFORCE TERMS<sup>1</sup>

**Direct Entry:** Direct Entry may be used by apprenticeship committees as an alternate way to bring apprentices into their programs. It is a tool to help committees reach underrepresented populations and to meet their EEO goals. Direct entry doesn't mean guaranteed entry. It allows apprenticeship candidates to be accepted outside of the regular application period of an apprenticeship program if they meet certain requirements, but it is not a waiver of the eligibility requirements. Direct Entry provides individuals who successfully complete an apprenticeship preparation program or other prerequisites, and who meet the minimum requirements of a registered program, with the direct opportunity for an interview with the committee for an apprenticeship. Direct entry is commonly granted to graduates of pre-apprenticeship programs or other preparation and training programs that have been recognized by the State Apprenticeship Council and the apprenticeship committee as adequately preparing applicants for entry into apprenticeship. The treatment of direct entry applicants is largely up to the discretion of the apprenticeship committee.

**Joint Apprenticeship Training Committee (JATC):** The JATC is the apprenticeship program's "managing" committee. JATCs are comprised of an equal number of employee and employer representatives. The committees are the heart of the apprenticeship program. They actually operate the program and decide on the many facets that make up the program. The committees are responsible for assuring that applicants have an equal opportunity to be selected for a program and that apprentices have every reasonable opportunity to succeed in the program. Most committees hire an administrator or coordinator who is responsible for the day to day operation and the record keeping.

**Journey Worker:** A person who has completed their apprenticeship training or can document at least four years of experience in a trade or occupation. Journey level credentials are nationally recognized.

**Pre-Apprenticeship:** Pre-apprenticeship services and programs are designed to prepare individuals to enter and succeed in Registered Apprenticeship programs. These programs have a documented partnership with at least one Registered Apprenticeship program sponsor and together, they expand the participant's career pathway opportunities with industry-based training coupled with classroom instruction. In Oregon, these programs are certified through the Bureau of Labor and Industries (BOLI).

**Registered Apprenticeship:** Apprenticeship is occupational training that combines supervised on-the-job training experience with classroom instruction. Apprentices usually begin at half the salary of journey workers - those who have completed their training and have industry certification. Apprentices receive pay increases as they learn to perform more complex tasks. When they become journey workers, they increase their chances of finding a well-paying job in industry and may become supervisors or go into business for themselves. Apprenticeship committees, made up of employee and employer representatives from the specific industries, operate apprenticeship programs. Both state and federal government have a role in regulating apprenticeship programs.

**Training Agent:** Training agents are the employers who hire Registered Apprentices. Training agents must make a commitment to provide on-the-job training according to approved industry standards, supervise the apprentice according to the ratio approved in the industry standards and adhere to policies established by the state or the committee. Training agents should encourage apprentices to fully participate in the related training classes and make sure that they do not set up barriers to full participation. For example, a training agent should not schedule an apprentice to work out of town when a related training class is scheduled. The training agent must fairly evaluate the apprentices' progress and make recommendations to the apprenticeship committee regarding the advancement of the apprentice. The training agent must pay the apprentice according to the standards and participate in the committee's annual journey wage rate survey. Training agents must treat apprentices fairly and follow the requirements of the industry standards and policies of the committee.

<sup>1</sup> Oregon Bureau of Labor and Industries: Apprenticeship and Training Division: <http://www.oregon.gov/boli/ATD/docs/Information%20and%20Outreach%20PageATDMagazine.pdf>  
[http://www.oregon.gov/boli/atd/pages/a\\_ag\\_faq.aspx#prepare](http://www.oregon.gov/boli/atd/pages/a_ag_faq.aspx#prepare)  
<http://www.oregon.gov/ODOT/Business/OCR/Documents/Training%20Agent%20Information%20Sheet.pdf>



The Portland Metro Workforce Development Board

**Attachment 4**

**Portland Business Journal Article**

*“Diversity on worksites is an ongoing commitment”*

# Diversity on worksites is an ongoing commitment

**Portland Business Journal**

**By Kelly Haines – Worksystems**

**May 24, 2019, 9:27am PDT**

As the ongoing economic recovery has led to business growth and infrastructure investments, the construction sector has boomed, making it a high-growth industry in the Portland Metro Area. However, the career opportunities generated by this growth are not equitably accessible to everyone in the community. Construction has historically been a male-dominated and racially homogenous industry, and this continues to be the case. At the same time, construction businesses report a severe shortage in skilled talent — a claim that is supported by labor market data.

To help better understand the major barriers to increasing diversity in the trades, Worksystems, the local Workforce Investment Board that serves Multnomah and Washington counties, performed an in-depth yearlong Regional Construction Workforce Market Study, commissioned by Metro and the City of Portland.

The research study included collecting and analyzing existing available construction workforce supply data, forecasting the local five-year workforce demand, conducting extensive interviews with public agencies, contractors, apprenticeship programs, and pre-apprenticeship programs and holding focus groups with diverse construction workers and foremen in the region.

The research sought to uncover the major barriers to achieving equity and increasing diversity in the construction workforce for the Portland metro area. A set of [recommendations for success are outlined and described in the report](#). The study's findings fall into three overarching recommendation areas: Increase recruitment of women and people of color, primarily through improving word of mouth success and better marketing of these careers; Increase retention of existing diverse workers by creating more robust and ongoing support and better addressing the worksite culture; and develop more robust equity policies and practices that lead to better outcomes on public capital projects and for the industry as a whole.

It will take significant commitment to truly increase the numbers of women and people of color in the trades. But, without them, the industry will be challenged to meet its workforce needs. Retirements and a lack of trades in the public school system have all contributed to a projected severe shortage of skilled labor in the pipeline.

As data have shown, however, targeted and intentional policy efforts are needed to bring tangible results. For example, the city of Portland applied Community Benefit Agreements on two major capital projects in the region which resulted in historic outcomes.

A CBA is an agreement between public or private institutions and the contractors, union and community representatives working on large public works projects and outlines clear and enforceable goals and targets with built-in oversight to ensure both workforce and contracting diversity. The City of Portland CBA pilot projects achieved nearly double and triple the stated goals, in most cases.

Similarly, Multnomah County currently has robust diversity goals on its Health Department headquarters and Courthouse projects in their Project Labor Agreements, which has led to substantially [increased career opportunities](#) for women and people of color on these jobsites.

All too often, however, these types of policies have been enacted without true commitment or real outcomes tracking, and no one has benefited from “good faith efforts” without real action. Currently, Metro is leading on a regional effort to bring public owners together to standardize their approach on these policies, and now is the time for them to come together to decide on [meaningful policies for their public contracting](#). A regional framework is expected by July 2019, and it is an incredible opportunity for our local public jobsites to create stable employment opportunities where women and people of color can journey out and become a significant part of our shared labor pool to draw from over the years.

Additionally, many industry leaders have also recognized the urgency of addressing the culture in construction. They have recognized that it is imperative to improve jobsite culture: it will attract and keep good and diverse talent and also improve safety and productivity. Hoffman is piloting a bystander intervention program called “Green Dot” on the Multnomah County Courthouse and is working to also roll it out on future projects in the region over the next year. This model is based on the premise that a “green” dot is one’s individual commitment as a bystander to counteracting “red” dots, those moments when words, choices, or actions lead to power-based personal violence. The NW Carpenters Institute has developed their own Positive Jobsite Culture Training, which they have used to train over 3,000 tradespeople to date, including Supervisors and Foreman. We have also developed a Positive Jobsite Culture Pledge as a rallying point for leaders in the region to commit to, and have had over 20 large contractors, labor unions, and trade associations sign on to work together at the regional level.

In order to truly create an industry where more diversity is realized, contractors and public owners need to boldly lead on owning policies that embody accountability and a proactive approach to bringing more diverse workers into the field and keeping them in lifelong career opportunities.

*Kelly Haines is a senior project manager for Worksystems, where she works with industry leaders to develop and implement a regional workforce plan to support the construction trades and staffs the Metropolitan Alliance for Workforce Equity, a coalition of labor, community, training and contractor partners working to advance equity in the construction trades.*

*Worksystems is a nonprofit organization and the regional workforce investment board for Multnomah and Washington counties.*