

1. UCB and LBNL will sign a legally binding agreement to ensure a minimum number of local and disadvantaged workers are able to work on the construction of the BGC

		Strategies/Programs	Partners	Beneficiaries	Expected Results	Performance Measures	
Recommendation	UCB/LBNL will:	In Partnership with:	For the Benefit of:	For these Results:	Measured by:	Notes:	
UCB and LBNL sign a legally binding agreement to ensure that construction employment opportunities for local and disadvantaged workers	A.	Richmond and North Richmond (Including unincorporated areas of North Richmond). Second priority if local goal cannot be met is San Pablo.					
	B.	Local hire goal is 30% of total hours worked on a craft by craft basis.					
	C.	30% of apprentice hours on a craft by craft basis will be from local disadvantaged workers.					
	D.	Definition of disadvantaged: (see notes) Unemployed Veterans, Previously Incarcerated, Emancipated Foster youth, Homeless, those on extended unemployment, chronically unemployed.					

2. UCB and LBNL will enter into a legally binding agreement with the community obligating them to the following goals and conditions to ensure construction career pathways and employment

Sub Recommendation	Strategies/Programs	Partners	Beneficiaries	Expected Results	Performance Measures	
Recommendation	UCB/LBNL will:	In Partnership with:	For the Benefit of:	For these Results:	Measured by:	Notes:
To strengthen pathways between local construction training programs and pathways and construction jobs at the BGC	A. Designate a project manager to coordinate contractors, unions, city, and community-based organizations to ensure construction career pathways.	contractors, unions, city, and community-based organizations				
	B. Fund workforce training needs related to the BGC					
	C. Fund supportive services for low-income and disadvantaged local workers					
	D. Sign a Project Stabilization Agreement with the Contra Costa construction trades	Contra Costa construction trades				

3. UCB and LBNL should ensure BGC operations and maintenance employment opportunities to local and disadvantaged workers, and labor standards that support families.

Recommendation	Strategies/Programs	Partners	Beneficiaries	Expected Results	Performance Measures	Notes:
<p>Ensure BGC operations and maintenance employment opportunities to local and disadvantaged workers, and labor standards that support families</p>	<p>A. UCB/LBNL will: Ensure that 50% of new hires in operations will be local residents</p>					
	<p>B. UCB/LBNL will: Ensure that 30% of new hires in operations jobs will be disadvantaged workers</p>					
	<p>C. Workers at the new campus will be covered under the same collective bargaining agreements as workers doing comparable work at the main Berkeley campus. UCB/LBNL will not contract or subcontract for any service that is customarily performed by employees of the University at its Berkeley campus. These services will be performed exclusively by employees who are directly employed by the UC who hold positions in the same title codes that perform such work at the Berkeley campus. These positions shall be placed in the same collective bargaining units that contain those respective title codes at the Berkeley campus. Any contract, subcontract, lease, purchase order, public private partnership or other agreement regarding development or operation of any building or service at the Berkeley Global Campus will specify that University employees shall perform these services.</p>	<p>Richmond organizations providing job training and job referral services</p> <p>Unions representing current UC workers</p> <p>Contra Costa Labor Council</p>	<p>Richmond residents and any other individuals who are hired to work at the Berkeley Global Campus.</p>	<p>To ensure that workers at the Berkeley Global Campus enjoy the same protections, benefits, and working conditions as other UC workers performing the same work.</p>	<p>Coverage of new workers under existing collective bargaining agreements.</p>	<p>These services include building maintenance, cleaning or custodial services, dining services, groundskeeping services, laborer services, mail room services, parking or transportation services, security services</p>
	<p>D. Workers at BGC doing work comparable to work at UCB/LBNL at buildings that are owned by private entities will be directly employed by UCB or LBNL</p>					
	<p>E. Workers at the new Global Campus will earn the same wages and benefits as UC workers performing comparable work at the main Berkeley campus. UCB/LBNL shall compensate its non-construction employees with a total compensation package, including fringe benefits, valued on a per-employee basis, the value of which is not less than the average per-employee value of total compensation, including fringe benefits, for employees of the University of California who perform comparable work at the main Berkeley campus.</p>	<p>Richmond organizations providing job training and job referral services</p> <p>Unions representing current UC workers</p> <p>Contra Costa Labor</p>	<p>Richmond residents and any other individuals who are hired to work at the Berkeley Global Campus.</p>	<p>To ensure that workers at the Berkeley Global Campus enjoy the same protections, benefits, and working conditions as other UC workers performing the same work.</p>	<p>Total compensation (including fringe benefits) received by workers at the Berkeley Global Campus compared to workers at the Berkeley campus.</p>	
	<p>F. Wages at the new campus must be higher than both the Richmond Living Wage (currently \$15.xx/hr with benefits) and the UC minimum wage (currently \$13.00/hr). Non-construction employees at the BGC shall be compensated at no less than the amount that would be required for a "Contractor" under the City of Richmond Living Wage Ordinance (Municipal Code, Chapter 2.60), or wage required of contractors with the University of California, whichever is higher.</p>	<p>City of Richmond</p> <p>UC Office of the President</p>	<p>Richmond residents and any other individuals who are hired to work at the Berkeley Global Campus.</p>	<p>To create a wage floor for workers at the Berkeley Global Campus.</p>	<p>Wages received by workers at the Berkeley Global Campus.</p>	
	<p>G. Fund workforce training needs related to the BGC operations jobs</p>					
	<p>H. Fund supportive services for low-income and disadvantaged local workers participating in training for BGC operations jobs</p>					

4. UCB and LBNL will enter into a legally binding agreement with the community obligating them to the following goals and conditions to ensure non-construction career pathways and employment							
Sub Recommendation		Strategies/Programs	Partners	Beneficiaries	Expected Results	Performance Measures	
Recommendation		UCB/LBNL will:	In Partnership with:	For the Benefit of:	For these Results:	Measured by:	Notes:
To strengthen pathways between local NON construction training programs and pathways and NON construction jobs at the BGC	A.	Designate a project manager to coordinate contractors, unions, city, and community-based organizations to ensure construction career pathways.	contractors, unions, city, and community-based organizations				
	B.	Fund workforce training needs related to the BGC					
	C.	Fund supportive services for low-income and disadvantaged local workers					

5. UCB and LBNL will Ensure Fair Chance Employment policies for both Construction and Non-Construction jobs such that no applicant can be denied a job simply because of prior criminal conviction.

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Recommendation	UCB/LBNL will:	In Partnership with:	For the Benefit of:	For these Results:	Measured by:	Notes:
<p>To ensure employers, including contractors, at the BGC comply with policies ensuring fair chance employment such that no applicant denied a job simply because an applicant has a prior criminal conviction.</p>	<p>A. Removal of any questions regarding prior criminal convictions from employment application forms, including options to self-report prior criminal convictions.</p>					
	<p>B. No inquiry into an applicant's conviction history, unless required by state or federal law.</p>					
	<p>C. If a criminal background investigation is required by state or federal law, the background screening shall be conducted after the employer has determined that the applicant is otherwise qualified, and the employer has made a conditional offer of employment.</p>					
	<p>D. The employer's consideration of a conviction record will be limited to a substantially job-related conviction and the employer must consider time elapsed since the offense and any evidence of rehabilitation or other mitigating circumstances.</p>					
	<p>E. Prior to a potential adverse hiring decision because of substantially job-related conviction, the applicant must be provided with a written notice of potential rejection including how the conviction may be related to the job, and given the opportunity to correct any inaccuracies in the conviction record information and to offer any other evidence of rehabilitation or other mitigating circumstances prior to final employment decision.</p>					
	<p>F. There will be no inquiry about or consideration of arrests that have not led to a conviction; participation in or completion of a diversion or deferral of judgement program; convictions that have been judicially dismissed, expunged, voided, invalidated or otherwise rendered inoperative; convictions or any other determination or adjudication in the juvenile justice system; convictions that are more than seven years old from sentencing date; misdemeanor convictions; or information pertaining to an offense other than a felony or misdemeanor, such as an infraction.</p>					
	<p>G. An applicant denied employment due to a prior criminal conviction will be informed of the opportunity to apply for a different job.</p>					
	<p>H. The BGC will not participate in the E-verify program or similar employment verification system.</p>					
	<p>I. Job applicants shall be provided notice of all fair chance hiring policies, including job applicant right and employer obligations, at the time of initial application.</p>					
	<p>J. Employers shall provide data to the City and a complaints process to applicants, to facilitate enforcement of fair chance policies.</p>					
	<p>K. The complaints process will be administered by the UCB/LBNL Review Committee and include a seat reserved for representatives of the community.</p>					