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The Politics and Practice of Economic Justice: Community Benefits Agreements as Tactic of the New Accountable Development Movement

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LABOR-COMMUNITY PARTNERSHIPS FOR ECONOMIC JUSTICE

The Politics and Practice of Economic Justice: Community Benefits Agreements as Tactic of the New Accountable Development Movement

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A tactic recently deployed by economic-justice community campaigns has been the negotiation of Community Benefits Agreements (CBAs). CBAs are legally binding agreements between a private developer and a coalition of community-based organizations in which community members pledge support for a development in return for benefits such as living wage jobs, local hiring, and affordable housing. We elucidate key employment-related features of CBAs, and argue that the strongest CBAs result from organizing campaigns which utilize a range of political tactics including the dissensus organizing power of labor-community coalitions. We discuss how CBA campaigns often lead to broader economic justice strategies aimed at public regulation.

KEYWORDS *community organizing, community development, urban economic development, labor, employment, urban politics*

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INTRODUCTION

One of the most significant challenges currently facing urban communities of color is increasing economic inequality. Unlike past economic devastation wrought primarily by de-industrialization, rising inequality within many urban economies has resulted from new structural conditions of growth rather than abandonment (Sassen, 1998). Polarization within the labor market driven by the rise of low-wage work has been a central feature of this new growth regime, attended by community-level effects of gentrification, displacement, and increased poverty. In a number of cities experiencing a resurgence in development, low-income communities of color have challenged the new growth regime by embarking upon innovative campaigns that demand growth with equity. Among the many tactics deployed by this new accountable development movement, one of the most innovative and successful has been the negotiation of community benefits agreements (CBAs). Though not limited to employment, a concern for living-wage jobs has been at the center of such agreements.

Community Benefits Agreements (CBAs) are legally binding agreements between a private developer or governmental body and a coalition of community-based organizations, labor unions, environmentalists and other advocacy groups. In the agreement, community members pledge support for a development in return for tangible benefits such as living wage jobs, local hiring agreements, green building practices, funds for parks, affordable housing, and child care. Through the use of community benefits agreements as the most recent of several tactics and the focus on high-road, quality jobs as a key component of urban development, the new accountable development movement brings economic inequality and redistribution claims to the center of contemporary urban politics. Strategically, this new accountable development movement exploits the geographic constraints of a post-industrial, service-sector economy (hotel beds cannot be globally outsourced to be made, sports arenas demand real bodies to fill their seats, retailers increasingly seek the purchasing power of urban consumers) and the political process that attends these geographic constraints: service-sector enterprises that are the hallmark of new urban development *need* the city, securing the special purchase that urban politics and governance provides grassroots actors for contesting corporate power.

In this article, we elucidate key features of CBAs and assess their utility as a strategic mechanism through which to achieve the goals of equitable community development. We first situate CBAs as the latest among several tactics in the strategic repertoire of the new accountable development movement (NADM) aimed at transforming low-wage work, redistributing resources to and expanding the political voice of residents in disadvantaged communities. We then discuss how CBAs reflect as well as contest local regulatory norms and broader neo-liberal dynamics. Though CBAs rest on

privately negotiated agreements rather than on public regulation, they sometimes, but not always, move forward economic justice strategies focused on public regulation.

The key focus of our discussion is the central role of organizing and politics in winning and monitoring CBAs. While CBAs are often seen as either an innocuous policy outcome or technocratic solution to inequitable development, we argue that the strongest and most effective CBAs result from carefully crafted organizing campaigns that engage both “insider” and “outsider” political tactics. Although research in this area is only beginning to emerge, what is missing from the extant scholarship on CBAs is the fact that the strategic politics behind a successful CBA campaign centers on the dissensus organizing power of community and labor in order to secure a concessionary agreement with developers. We conclude by arguing that the utility of CBAs is best assessed relative to their immediate organizing contexts: the strongest, most effective CBAs are employed as part of a larger accountable development and economic justice movement, not as one-off campaigns or as technocratic mechanisms driven primarily by developers or elected officials.

Our research draws primarily upon in-person interviews with key actors involved in securing CBAs in Los Angeles, Denver, and with leaders of a new national network of labor and community coalitions engaged in accountable development campaigns.

BACKGROUND

Over the last decade, a new accountable development movement (NADM) has emerged in cities and states across the country. In a context of extreme economic inequality and federal inaction in response, coalitions of labor and community activists have pushed for economic justice at the local level (Orr, 2007; Turner & Cornfield, 2007). Starting with living wage campaigns in the mid-1990s, NADM actors have deployed a wide range of redistributive mechanisms and tactics to address decades of increasing income inequality and inequitable development, particularly in urban communities of color. These include living wage ordinances;¹ expansions of many of these living wage ordinances to cover greater numbers of workers; state-level minimum wage campaigns;² labor peace agreements; superstore ordinances, which open up the planning and political process of retail development to local community residents; and campaigns around CBAs (Luce, 2004; Martin, 2001). Community benefits agreements, in particular, are part of this larger strategic repertoire of redistributive tactics advanced primarily by community-labor coalitions within the larger NADM with the long-term purpose of redistributing the benefits of new urban development to less-advantaged communities, residents, and workers.

The conventional wisdom in the scholarship on urban politics is that development is central to the function of cities as growth machines (Logan & Molotch, 1987; Mollenkopf, 1983). Urban development is uneven at best, and often reproduces racial, class and place-based inequalities; when development does occur, the benefits are spread unevenly and usually benefit business and other developer-related interests (Squires, 1994). As such, the general consensus is that cities do not redistribute to lower-income and disadvantaged communities—whether around development or broader issues of economic inequality. Because of their structural constraints in a federal political system with few mechanisms for redistribution vis-à-vis the national government, cities generally are not viable locations for political actors and ordinary people to make redistributive claims (Peterson, 1981).

The new accountable development movement challenges this scholarly consensus. CBA campaigns in particular have quickly become one of the most prominent community mobilization responses to new urban development. An effort to ensure growth with equity, a CBA is a legally enforceable contract between a developer and a coalition of community and labor groups that stipulates the provision of a host of community benefits as part of a development project (see Gross, LeRoy, & Janis-Aparicio, 2005, for a comprehensive description of CBAs). In exchange, the community-labor coalition pledges to support the project, providing developers with important public backing during approval processes when government bodies consider permits or subsidies for the project. As key CBA innovators and advocates stress, CBAs are only one of many concrete policy tools that can be used to advance the goals of a community benefits agenda—“the simple proposition that the main purpose of economic development is to bring measurable, permanent improvements to the lives of affected residents, particularly those in low-income neighborhoods” (Gross et al., 2005, p. 5).

Since the signing of the nation’s first CBA in 1997 (the Hollywood and Highland CBA in Los Angeles), between 17 and 50 self-proclaimed CBAs have been negotiated in the United States (Partnership for Working Families, 2008; Salkin & Lavine, 2007). As recently as late 2008, three new CBAs were negotiated in San Francisco, Pittsburgh, and Seattle. Fourteen CBAs currently in effect have been negotiated with the technical assistance of a national network of labor-community coalitional partners called the Partnership for Working Families (hereafter, the “Partnership”). These CBAs share much in common both substantively and politically—most involve a labor-community coalition that predominantly represents residents and workers of color and that engages grassroots organizing as its *modus operandi*. Now with affiliates in 18 cities, the Partnership is an outgrowth of the work of the Los Angeles Alliance for a New Economy (LAANE) and other Los Angeles community organizations responsible for innovating, organizing, and negotiating the country’s first CBAs.

As these are model CBAs in terms of both their technical innovation and political strength, we focus in this paper on Partnership CBAs—those

agreements negotiated by Partnership affiliates or that have received Partnership assistance (see the Partnership's website for information about its affiliates' current CBA campaigns at www.communitybenefits.org). We distinguish Partnership CBAs from all others based on three key criteria: scope, transparency, and oversight. Scope refers to whether or not a CBA specifies a broad range of benefits that accrue to the broader community, as opposed to narrow and particularistic benefits that go to just the signatories to the agreement. Transparency refers to whether the agreements themselves are transparent and made available to the public. Finally, oversight refers to the monitoring and enforcement procedures included within the agreements. These three core features separate strong from weak CBAs. A broad scope, high level of transparency, and explicit and robust monitoring and enforcement mechanisms are the core characteristics of strong CBAs. Non-Partnership CBAs include those negotiated in New York, such as the Atlantic Yards and Yankee Stadium CBAs, and New Jersey; all qualify as weak CBAs by these criteria (see Gross, 2007/2008 for an analysis of these CBAs).

While CBAs stipulate a range of community benefits, the extant CBA literature largely overlooks the fact that employment-related provisions sit at the center of all strong CBAs currently in effect. Key community organizations involved in the innovation of CBAs, such as LAANE, explicitly articulate employment concerns as central to their economic justice agenda and share a history engaging employment as an area of focus and activity. These community organizations looked to CBAs as one way to address two problems that have long plagued community efforts focused on job-centered development: job access (getting residents into jobs) and job quality (making sure those jobs pay decently).³ All Partnership CBAs are crafted to guarantee both. Provisions stipulating job training, targeted hiring, living wages and labor peace are key to achieving these guarantees. We briefly review these below.

Job Training

Getting residents into jobs requires both "job-readiness" on the part of the resident and "hiring-readiness" on the part of the employer. Job training provisions address the former, targeted hiring the latter. CBAs with job training provisions stipulate that the developer provides funds to be used for training impacted residents, often for specific development jobs. These funds may be directed toward established training programs (e.g., those overseen by a Workforce Investment Board) or to the creation of new programs that tailor training to the needs of employers associated with the development. Impacted residents can be defined a number of ways. Residents living in neighborhoods adjacent to the proposed development are usually included, but most CBAs broaden the reach of CBA benefits and programs beyond this single category of geographically impacted individuals to include low-income residents, dislocated workers, and special needs individuals, such as

those who are ex-offenders, homeless, chronically unemployed, or who have received public assistance within the last two years (Gross et al., 2005, pp. 57–8). These provisions are an example of the ways in which strong CBAs specify benefits to a broad group of disadvantaged residents, rather than to a narrow signatory constituency.

Targeted Hiring

Targeted hiring provisions are perhaps the most distinctive employment component of CBAs currently in effect. As many disillusioned community organizations can attest, job training initiatives often leave residents empty handed—trained but without a job (Lafer, 2002). Targeted hiring provisions address this critical labor market disconnect by providing concrete steps that ensure workers in the community are hired into development jobs—the most touted benefit of new development. The concept of targeted hiring inheres within other government policies, such as HUD’s Section 3 program, but the specificity of many CBA provisions and their application to *private* development is unprecedented. (HUD Section 3 “requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhood;” U.S. Department of Housing and Urban Development, 2008). Further, most CBAs explicitly incorporate community-based organizations as part of targeted hiring programs, a proven strategy of successful employment programs but missing from many Section 3 implementation strategies (Caftel & Haywood, 1994; Melendez & Harrison, 1998).

Recruitment and referral processes as part of targeted hiring programs can be structured in a number of ways (e.g., requiring that employers post job notices in a certain manner), but most CBAs incorporate “first source” hiring. First source provisions mandate that the developer and other employers associated with the project must interview job applicants referred from specified “first sources” such as community training centers or programs (for information on the use of first source hiring in local development programs across the United States, see Molina, 1998). Lastly, targeted hiring provisions stipulate performance goals, often as a percentage of all jobs filled with targeted job applicants, and enforcement procedures. The Staples CBA in Los Angeles, for example, calls for 50% of all posted jobs within a six-month period to be filled with targeted hires (see Gross et al., 2005, pp. 108–112, for text of the First Source Hiring Policy included within the Staples CBA).

Living Wages

Building off the success of the living wage movement, most CBAs call for development and development-related jobs to pay living wages. In a few

cities, CBAs may not need to include living wage provisions because the local living wage ordinance already covers all jobs related to a development (e.g., San Francisco and Toledo). In cities with less comprehensive living wage ordinances, CBAs can extend the benefits of the ordinance to a larger set of workers, i.e. those employed by tenants of a development. In cities without living wage ordinances, a living wage provision within a CBA becomes all the more valuable as a tool to ensure the benefit of quality jobs as a result of new development.

Labor Peace

Finally, community benefits agreements often include “labor peace” requirements. These provisions (often called “right to organize” agreements, neutrality agreements, and card-check/majority sign-up procedures for workers to choose unionization) make it easier for workers employed by the development to unionize, thus transforming non-union, low-wage jobs into living wage jobs with benefits. Workers attempting to organize unions today face increased employer hostility in organizing campaigns; a range of studies have found that employers illegally fire workers in anywhere from 24–32% of union election campaigns (Bronfenbrenner & Juravich, 1995). In this context of employer opposition to unionization and illegal conduct in union organizing campaigns, National Labor Relations Board elections are being abandoned as the dominant mechanism used to determine whether or not workers want to be represented by a union (Brudney, 2005). Instead, labor peace agreements have become much more of the norm.

Often negotiated alongside community benefits agreements, these labor peace side agreements come in several variants, including neutrality agreements and majority sign-up procedures. *Neutrality agreements* are agreements between employers and unions in which employers agree to remain neutral on the question of unionization during an organizing campaign. These types of agreements set restrictions on the kind of conduct, such as speech, in which employers and unions can engage during a specified length of time. *Card check or majority sign-up procedures* allow workers to decide on union representation by signing a union authorization card. In these cases, an employer agrees to recognize a union as the exclusive representative of employees if a majority of workers sign authorization cards. Usually, a mutually agreed-upon neutral third-party counts the cards and makes a determination as to their legitimacy. Neutrality, card-check and labor peace agreements diminish employer hostility and opposition and enable workers a fair and hostile-free environment for freedom of association. Thus far, variants of labor peace agreements have been included in dozens of community benefits campaigns affecting over 150,000 workers (L. Moody, personal communication, July 18, 2008).

Beyond these core employment-related provisions, CBAs vary from development to development, reflecting both the specific impact of the development on its surrounding communities (e.g., sound-proofing provisions as part of the Los Angeles Airport CBA) and the particular needs of the communities involved (e.g., affordable housing, downtown parking, and green space as part of the Staples Center CBA). What is common about this diversity, however, is the holistic approach to community benefits that these CBAs reflect. For example, many CBA coalitions have rallied around both economic and environment issues, eschewing what they view as a false divide between jobs or the environment. This approach reflects, in large part, the experience of many coalitional members' past and ongoing involvement with environmental justice campaigns (e.g., an ongoing project of AGENDA, a South Los Angeles community organization and LAX CBA coalitional member organization, focuses on developing green jobs for inner city communities of color). Not simply satisfied with training for and placement into living wage jobs, community residents have demanded that developers address the various ways in which development should benefit the community while minimizing its negative impacts.

ANALYZING COMMUNITY BENEFITS AGREEMENTS

Regulatory Context and CBAs

In a context of neo-liberalism, what mechanisms are available for ordinary people to have a voice in what happens in their lives, especially in their workplaces and communities? In the case of neighborhoods and communities, Gilda Haas, Executive Director of Strategic Alliance for a Just Economy (SAJE), argues that residents can influence community development in three ways: they can do it themselves, they can look to the public sector, or they can negotiate directly with the private sector (personal communication, June 17, 2006). In the context of the workplace, workers can influence their wages and working conditions in similar fashion: through syndicalist enterprises, state regulation, and collective bargaining. As a tactical mechanism, CBAs primarily reflect the third approach: they rest on a private negotiation with employers and developers rather than on public regulation. As such, CBAs as legal contracts rely upon tort law for their enforceability and "teeth." The legal specificities of CBAs are a critical factor of their success, and we direct readers to an emerging legal literature on CBAs for an in-depth discussion of these specifics (to date, most of this scholarship has been authored by lawyers directly involved in crafting Partnership CBAs, e.g., Beach, 2007/2008 and Gross, 2007/2008).

Nonetheless, CBAs are not simply legal contracts nor policy outputs that stand alone, apart from a political or regulatory context. CBAs reflect larger political dynamics of neo-liberalism even as they challenge these

dynamics. They are influenced by local contexts of public regulation, and they sometimes complement and help move forward economic justice strategies focused on public regulation, such as improved public oversight of development projects. These regulatory dimensions of CBAs and their campaigns illustrate how political and regulatory contexts condition tactics and strategies available to economic justice activists, but also how activists can wield these same tactics and strategies to re-shape political and policy contexts. In addition to leveraging immediate change, such outcomes of CBA campaigns often lay the groundwork for more expansive change in the future.

Much like the advent of environmental “good neighbor agreements,” CBAs were developed by activists in the context of few regulations on private capital and nearly no redistributive mandates for urban development (Lewis & Henkels, 1996). Though scholars describe the current and recent era of urban development as neo-liberal (Hackworth, 2007; Harvey, 2005), it shares much with past cycles of urban growth and capital accumulation (Sites, Chaskin, & Parks, 2007; Teaford, 1990). As in the past, city governments continue to demand little of developers. Tax breaks and subsidies are often no-strings rewards to private capital for projects that would have been built anyway. Past efforts to use subsidies as an incentive to support development with redistributive outcomes have largely fallen by the wayside, or sit idly on the books with no political will to back their implementation (Smith, 1988; Weber, 2002).

Given the herculean task of passing new regulation in such a climate, community and labor activists turned to a strategy of direct negotiation: this delimited the arena of political contestation and involved community members most directly impacted by a proposed development, and thus most willing to engage in a protracted organizing campaign. Because CBAs are privately negotiated legal contracts between a circumscribed group of actors (ultimately the contract signatories), CBAs resemble independent, privatized market mechanisms. As such, they can be described as neoliberal, market-based and decidedly non-public policies. Yet CBAs have been utilized in organizing campaigns in such a way as to challenge the idea that development is autonomous from a larger socio-political context. This involves conceptualizing the idea of development as dependent upon communities and the city, which deserve concrete benefits in return. Further, most CBA organizing campaigns articulate the impact of development as stretching beyond a specific site and its adjacent neighborhoods, a sentiment reflected in targeted hiring definitions that include all low-income residents of a city as eligible beneficiaries. Thus, while CBAs have emerged within constraints dictated by the larger political dynamics of a neo-liberal development environment and federal inaction around broader issues of inequality, key CBA components tend to challenge those constraints by broadening beneficiaries and mandating equity-oriented returns.

Though CBAs are, at their core, private contracts, they nonetheless are influenced by local contexts of public regulation. Living wage provisions readily illustrate this point: in cities with living wage ordinances, CBAs reinforce the implementation of the ordinance and sometimes build upon its precedence to extend living wage coverage to a broader set of workers. In Denver, a CBA campaign never resulted in a CBA because community demands were directly incorporated into public regulation of the proposed Gates development (L. Moody, personal communication, July 18, 2008). In this way, the idea and organizing behind a CBA led directly to changes in public regulation and policy, though the extant regulatory mechanism shaped how and what demands were ultimately incorporated. Even the general outcome of the Denver CBA campaign was dependent upon the local regulatory context. Denver activists were able to push for the incorporation of community demands into a development agreement between the city and the developer because Colorado state law allows such agreements. Many states, however, do not authorize local municipalities to enter into developer agreements (Salkin & Lavine, 2007, p. 131, fn. 5).

More influential than these substantive regulatory influences, however, is the tactical leverage that the public regulatory apparatus provides CBA activists in their organizing campaigns. In Los Angeles especially, activists have learned to leverage technocratic planning processes to build political bargaining power with developers. Public participatory planning forums allow CBA activists to speak as impacted community members and to articulate their demands for community benefits. Rather than simply providing feedback to city planning staff, CBA activists utilize such forums as public claims-making spaces, as organizing venues, and as political pressure points.

Importantly, the environmental impact review process required by California state law creates some transparency around the development process often not available in other cities or states (such as Chicago, Illinois) by providing public access to information about a proposed development. By making plans available to the public, environmental review functions as an often critical source of information for community residents. CBA activists can utilize the process to slow up the development review process, thereby gaining more time in which to develop an organizing campaign. Environmental review can also be utilized to gain political power: CBA activists may raise legitimate environment concerns through the process, signaling their technical ability and capacity to engage the developer on all fronts—a show of their strength as a formidable political opponent, or ally. In these ways, CBA activists utilize urban governance processes and the local regulatory context as points of purchase upon which to leverage their public, and thus political, power as citizens—one of the very few resources available to community groups when taking on resource-rich developers (see Beach, 2007/2008, for more examples specific to the regulatory code of California and Los Angeles that provide leverage over new development decisions for community actors).

Often the short-term focus of such tactics is to bring the developer to the (private) negotiating table. But CBAs sometimes complement and help move forward economic justice strategies focused on public regulation, such as improved public oversight of development projects. One of the most significant examples to date is the passage of the Los Angeles Superstore Ordinance in 2004 that mandates a community economic impact review for every proposed “big box” retail development in economic assistance zones (M. Janis, personal communication, June 17, 2006). This ordinance stipulates that building approval be given only if a store “would not materially adversely affect the economic welfare of the Impact Area” (Ord. No. 176,166 at www.lacity.org/council/cd13/houscommecdev/cd13houscommecdev239629363_05042005.pdf). This review process provides yet another window upon development before it receives political approval and codifies expectations of beneficial development into the local regulatory context.

Leslie Moody, executive director of the Partnership for Working Families, describes how other Partnership affiliates have moved from CBA to public policy campaigns:

Most of these groups started doing community benefits campaigns, that was the sort of founding and it's a great way to build the coalition in a city that can think about power differently. So we still really stick to community benefits as a launch pad for our new organizations because they pull people together, help them understand how development decisions get made, how the city is structured, who really has power and influence. It's a really good tool for building the coalition. But a lot of the groups then moved on to do bigger policy campaigns. The Denver community benefits campaign turned into a city-wide prevailing wage reform coalition that a lot of rank-and-file construction workers got involved in. We've also been involved in the city's housing task force to ramp up affordable housing investment on the part of both the public and private sectors. (personal communication, July 18, 2008)

In these instances, community groups were able to expand their political domain of engagement from the delimited arena of a single development to the broader arena of public regulation and more expansive terrain of urban politics. These CBA campaigns functioned as stepping stones, albeit critical power building events, to bigger and somewhat more universalistic policy campaigns.

Though political contexts condition tactics and strategies available to economic justice activists, these CBA campaigns indicate how activists can wield such tools to re-shape political and policy contexts. In addition to leveraging immediate change, such re-shaping often lays the groundwork for more expansive change in the future (but see Gornick & Meyer, 1998, for a discussion of how policy victories can also curtail movement activities). The factor common to these cases of political domain expansion, however, is that all occurred in contexts of sustained grassroots organizing.

Organizing, Politics, and CBAs

CBAs are most significantly *political* outcomes that rely centrally on the organizing power of the community for their emergence, implementation, and enforcement. Strong CBAs result from carefully crafted organizing strategies that bring together community and labor constituencies with overlapping interests and that engage both “insider” and “outsider” tactics (Luce, 2004). These CBA campaigns represent an innovative hybrid form of community action, one in which social action tactics are utilized in conjunction with research and community development expertise (Sites, Chaskin, & Parks, 2007, p. 535). For example, CBA activists may leverage technocratic planning processes by both contributing expert research and by flooding a city planner’s office with community members in order to raise awareness and gain support for their demands. The success of Partnership CBAs derives in part from this strategic model and the effective coordination of the disparate tactics and skill sets that such a hybrid model demands.

The model’s success, however, hinges on both the ability of coalitional partners to organize and “turn out” their members, whether to a community meeting, a protest, or the ballot box. Ultimately, the strategic politics behind a CBA campaign centers on the dissensus organizing power of community and labor in order to secure a concessionary agreement with developers (Cloward & Piven, 1999). Though negotiating the CBA requires an altogether different mode of engagement that is much more deliberative in nature (Baxamusa, 2008; Fung & Wright, 2001), the political power behind the CBA campaign rests in residents’ organized dissent. In short, a CBA as a redistributive mechanism is only as good as the organizing behind it.

At the center of most Partnership CBAs is an alliance between community organizations and labor unions, often aided in coordination by the city’s central labor council (CLC). Leslie Moody, the Partnership’s current executive director and former president of the Denver Area Labor Federation, argues that labor brings an established political repertoire to CBA campaigns that is often instrumental to gaining political support within city government. Tactically, such political support often provides the critical point of leverage that a CBA coalition has over a developer—a project must obtain land use and other public approval in order to be built. Additionally, labor functions as a critical mobilization partner, ready and able to turn out its members in large numbers. “On the whole, if they [unions] have a progressive vision and a membership base that reflects the community, they can be a really responsive organization with a built-in base that’s self-funding” (L. Moody, personal communication, July 18, 2008).

Though labor unions play an important political and mobilization role in winning CBA campaigns, they often are not the lead actors within a coalition. Because labor law disallows a CBA to address employment concerns of workers covered by a collective bargaining agreement, unions participate

in CBA coalitional organizing efforts for a number of reasons unrelated to the direct benefit of their members. Though unions may participate out of self-interest in order to pressure employers on contract issues, they often use their power to influence these same employers to negotiate a CBA in order to win better working conditions for workers who are not union members. For example, Miguel Contreras, former president of the Los Angeles Labor Federation, stopped short of signing negotiated labor agreements on behalf of five unions with the Staples Center developers until they signed off on the Staples CBA (Meyerson, 2006). In such examples, labor's efforts are largely solidarity efforts in support of community residents (often union members' families) and other workers, but solidarity efforts that nevertheless help build labor's power politically. In terms of urban politics, labor can then look to allied community organizations and residents for support in local electoral and policy efforts (Eimer & Ness, 2001).

The political organizing power of the labor-community coalition behind a CBA campaign is perhaps most critical to the implementation and enforcement of a CBA. To paraphrase the research findings of Weber (2002), CBAs as "better contracts" do not in themselves make better community benefits a reality. But strong political backing behind a good CBA can make these benefits a reality. Such a situation is hardly a surprise, as extensive policy implementation research predicts just such a scenario (e.g., Brodtkin, 1990; Luce, 2004). Given the private nature of most CBAs, community-driven oversight of a CBA's implementation is essential as no other actor, such as the public sector, has any regulatory power to direct implementation.

Yet the work of monitoring a CBA differs little from what community organizations often have had to do to ensure implementation of public policies. Many community groups involved in CBAs draw upon their experience monitoring city living wage ordinances to develop a finely honed monitoring strategy around their CBA (see Luce, 2004, for an illuminating analysis of how community groups have participated in the implementation of living wage ordinances across the country). LAANE, for example, has successfully employed both insider and outsider tactics to oversee enforcement of Los Angeles' living wage ordinance, such as participation on the city's living wage task force and protest rallies at noncompliant employers. This experience has contributed significantly to the implementation acumen evident within LAANE-negotiated CBAs, as well as LAANE's external monitoring activities. As the convener of the Figueroa Coalition for Economic Justice, SAJE (Strategic Actions for a Just Economy) has been especially involved in the implementation process surrounding the Staples CBA, going so far as to help craft the job training program in partnership with Los Angeles City College (G. Haas, personal communication, June 17, 2006).

Crucially, implementation and enforcement of a CBA depends upon the continued organizing strength of the CBA coalition and its partners. In the end, CBA campaigns cannot be one-off organizing drives—the real success

of a CBA lies not in its winning but in realizing its benefits. The long, often mundane, process of implementation depends upon the continued efforts of community residents and the maintenance of the CBA coalition. This sustained engagement obtained when CBAs come out of organizing efforts driven by coalitions that view a CBA not as a strategy in and of itself, but as one tactic within a broader strategy for accountable development and economic justice. A model example, SAJE and the Figueroa Coalition engage a comprehensive strategic approach that “combines changing policies, negotiating agreements, and developing alternative institutions,” all premised upon a singular commitment to community organizing (Leavitt, 2006, p. 258). Ultimately, CBAs derive their effectiveness from a larger accountable development movement grounded in sustained community action and organization.

ASSESSMENT & CONCLUSION

Through the use of CBAs and their focus on high-road, quality jobs as a key component of urban development, the new accountable development movement brings economic inequality and redistribution claims to the center of contemporary urban politics. CBAs do, however, have weaknesses and limitations. They sacrifice scale for scope—they specify a broad range of benefits for a relatively small number of beneficiaries. CBAs rest primarily on politics rather than the law to monitor and enforce implementation, and by doing so, burden community organizations with the tasks of monitoring and implementation for which they often are ill-equipped or under-resourced to tackle alone. Significantly, CBAs sidestep the regulatory power of the state that may be most necessary to make development accountable to low-income communities of color (Scholz & Wang, 2006).

And because CBAs are only as good as the organizing behind them, CBAs are at great risk of being wielded as tools of cooptation by developers and elected officials. Developer- and elected official-led CBAs, while not inherently bad, are suspect in that the developer or elected official is able to exercise control over who gets to negotiate the CBA—even selecting upon a criterion of minimal feasible participation—and its terms from the beginning. These CBAs also tend to be weaker based on the criteria discussed earlier. Developer- and elected official-led CBAs tend to be narrower in scope, have lower levels of transparency (often they are not available to the public), and have little oversight mechanisms for monitoring and enforcement (see Gross, 2007/2008, for a discussion of three such CBAs in New York). Organizing post-hoc is difficult; CBAs “won” with little mobilization on the part of the community itself lack sufficient political power to meet the developer at the negotiating table on equal footing and to engage in deliberative, participatory decision making (Fung & Wright, 2001). Successful implementation under such conditions of asymmetrical power is questionable (Shapiro, 1999).

Economic context largely determines the use of CBAs: they work only under conditions of economic and urban growth. CBAs depend upon the political leverage afforded to community residents through the planning process—developers need zoning permits, and sometimes subsidies, to move forward. Community actors can hold up this process—their key point of political leverage—but only *before* the development is built. Bluntly put, this leverage only exists because new development is being proposed at all. Thus, in contexts of disinvestment and economic decline characterized by the absence of new development (i.e., most low-income urban neighborhoods of color), CBAs are not a viable community development strategy. CBAs are structured specifically in relation to development and were designed with the express purpose of holding new development accountable.

Even under conditions of economic growth, CBAs may be limited, strategically, in their applicability to all new development. CBAs particularly suit unique, high-value development projects such as sports stadiums (e.g., the Staples Center in Los Angeles or the Penguins Arena in Pittsburgh) and other specialized entertainment venues (e.g., the Academy Awards theater that anchors the development attached to the Hollywood and Highland CBA). Locations suitable for such development are of special value relative to other sites in the city or locale, providing activists with unusual leverage through which to exact extractions on capital through a CBA. This means that CBA campaigns have less political leverage and are less likely to succeed around proposed developments of a more mundane nature for which special locational criteria are minimal (e.g., multiple locations in a city may equally meet the requirements for a grocery store).

At their best, CBAs challenge the public regulatory apparatus to do more, as long as that message is explicitly part of the campaign through which the CBA is advocated. If not, then a CBA risks being no more than a privatized mechanism through which some residents can gain highly individualized benefits with little to no claims made to public policy and public oversight. Operating as a kind of NIMBYism in reverse (benefits “only in my backyard”), such use of a CBA fails to function even as “neo-syndicalist” (Sites, 2007, p. 2645) given its ad hoc, one-off nature that foregoes the enforcing power of a CBA—the continued threat of organized political resistance.

The ongoing campaign led by LAANE against the British grocery conglomerate, Tesco, illustrates this point. In confronting the prospect of Tesco moving into the Los Angeles region, LAANE initially led a coalitional CBA campaign that demanded a commitment from Tesco to locate new grocery stores in “food desert” neighborhoods. Tesco refused to sign a CBA with the coalition. The tactical move away from a site-specific negotiated CBA to a sector- or company-specific CBA (Tesco is not simply seeking to locate one store in Los Angeles, but many) may expand the political terrain of conflict too far for the purposes of a privately negotiated CBA. But LAANE has persevered by engaging the policy arena in its bid to ensure equitable grocery

development that addresses the grocery needs of Los Angeles' lower-income residents. As Elliott Petty, LAANE's Retail Project Director, explains:

They [Tesco] were saying good things to the community. We said this should be the easiest community benefits agreement in the world. . . . Tesco promised to talk about their community benefits program, talk about making their commitments real. After we did our action [in November 2007 when the coalition presented its CBA demands], that agenda completely changed . . . [With no CBA] we strategically decided that we were going to engage with them on the political level. (personal communication, June 20, 2008)

LAANE is currently organizing in support of a city ordinance that would require a grocery development impact review for all new proposed stores, similar to the superstore ordinance passed by Los Angeles City Council in 2004.

While the Tesco campaign reveals the limits of CBAs in some cases of new development, we end on this example to stress the importance of CBAs as a tactic best employed as part of a larger accountable development and economic justice movement and one that ultimately looks to institutionalize community benefits as "non-negotiable rights" within the public regulation of urban development (Lewis & Henkels, 1996). When initially defeated in its CBA campaign with Tesco, the community coalition in Los Angeles quickly turned to other tactics, particularly those within the sphere of public regulation, in its effort to gain equity for Los Angeles's most disadvantaged residents and neighborhoods. Such a strategic move is indicative of the dynamism of the new accountable development movement and its commitment to the larger goals of economic justice through broad scale organizing rather than through a narrow allegiance to a single technocratic approach or tactic. Recent evidence of such a commitment indicates that under the right conditions, ordinary people can, indeed, make development equitable and bring about economic justice in their communities.

In this article, we have described key features of community benefits agreements, highlighting their employment-related provisions while situating them as part of a larger strategic repertoire of redistributive tactics advanced by labor-community coalitions within the larger new accountable development movement. In response to growing inequality, the proliferation of low-wage jobs, and patterns of uneven development in disadvantaged communities, CBA campaigns have emerged as the latest tactic of the NADM to redistribute the benefits of new urban development to less-advantaged communities, residents and workers. We explicated three key regulatory dimensions of CBAs: they rest on privately negotiated agreements with employers and developers rather than on public regulation but are nonetheless influenced by local regulatory contexts; they reflect the larger political dynamics of neo-liberalism even as they challenge these dynamics by

mandating the redistributive outcomes; they sometimes move forward economic justice strategies aimed at public regulation and oversight of development project. Finally, we argued that the strongest CBAs result from strategic organizing campaigns that utilize a range of political tactics including the dissensus organizing power of labor-community coalitions.

NOTES

1. Over 140 local jurisdictions have passed living wage ordinances since 1995. See, <http://www.livingwagecampaign.org>, for the most up to date number.

2. Twenty-three states currently have minimum wage standards higher than the federal rate. See, <http://www.dol.gov/esa/minwage/america.htm>, for the most up to date number.

3. For more analysis on the two issues of lack of jobs and job quality in Black communities, see, Steven Pitts, 2008, "Job Quality and Black Workers: An Examination of the San Francisco Bay Area, Los Angeles, Chicago and New York," UC Berkeley Labor Center, http://laborcenter.berkeley.edu/blackworkers/blackworkers_07.pdf

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