

## **Missing Middle Housing Program**

### **Equal Employment Opportunity Policy Statement**

Applicants awarded funding from the Missing Middle Housing Program will be required to implement Equal Employment Opportunity (EEO) strategies in the contracting and subcontracting of construction work that is required to build or rehabilitate Missing Middle housing units. EEO will be required of all awardees. In order to demonstrate compliance with EEO standards, applicants will be required to ensure that required EEO language and EEO commitments are included in the construction contract to ensure that EEO standards are being applied and fair labor practices are being implemented. The EEO Appendix (attached below) must be completed and appended to the Construction Contract in order to document the EEO procedures that must be followed and the ongoing commitment to EEO.

## APPENDIX TO CONTRACT FOR CONSTRUCTION

### EMPLOYMENT PRACTICES

#### 1.1 PROVISIONS REQUIRED BY MICHIGAN LAW

The development to be constructed pursuant to the Contract for Construction (the "Development") dated \_\_\_\_\_ between the Project Owner and the General Contractor (the "Contract") is or will receive assistance from the Michigan State Housing Development Authority (the "Authority"). The provisions of this Appendix are required by Michigan law and as a condition of the Project Owner's receiving this assistance. The General Contractor agrees to comply with all applicable employment and non-discrimination practices and other Authority requirements as set forth in this Appendix. The provisions of this Appendix are hereby incorporated into the Contract by reference.

#### 1.2 INCLUSION OF PROVISIONS IN SUBCONTRACTS

The General Contractor agrees to include the provisions of this Appendix in all subcontracts entered into in connection with the construction of the Development.

#### 1.3 EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

1.3.1 During the performance of this Contract, the General Contractor agrees as follows:

a. The General Contractor will comply with the provisions of the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, and the Michigan Persons With Disabilities Civil Rights Act, Act No. 220 of the Public Acts of 1976. The General Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, height, weight, disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position, misdemeanor arrest record or marital status, including the failure or refusal to hire or recruit, discharge, or otherwise discriminate against an individual with respect to employment, compensation, or a term, condition, or privilege of employment. The General Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, height, weight, disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position, misdemeanor arrest record or marital status. The General Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by or at the direction of the Authority setting forth the relevant provisions of this Equal Employment Opportunity Clause.

b. The General Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the General Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, height, weight, disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position, misdemeanor arrest record or marital status.

c. The General Contractor will include the provisions of Sections (a) and (b) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Michigan Civil Rights Commission, so that such provisions will be binding upon each subcontractor or vendor. The General Contractor will take such action with respect to any subcontract or purchase

order as the Authority may direct as a means of enforcing such provisions including sanctions for noncompliance.

1.3.2 During the performance of this Contract, the General Contractor agrees as follows:

a. The General Contractor shall take specific affirmative actions to assure equal employment opportunity, including the adoption of an Equal Employment Opportunity ("EEO") policy that, at a minimum, informs employees and prospective employees of their rights under Michigan law and an acknowledgment by the General Contractor of its obligation to take affirmative action to assure an equal opportunity for employment under § 46 of the State Housing Development Authority Act, Act No. 346 of 1966, as amended (the "Act"). The General Contractor acknowledges that failure to comply with § 46 of the Act constitutes a material breach of this Contract.

b. The General Contractor shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the General Contractor's employees are assigned to work. The General Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the General Contractor's obligation to maintain such a working environment.

(2) Disseminate the General Contractor's policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the General Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where the work is performed.

(3) Review, at least annually, the General Contractor's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(4) Disseminate the General Contractor's EEO policy externally by including it in any advertising in the news media and providing written notification to and discussing the General Contractor's EEO policy with other contractors and subcontractors with whom the General Contractor does or anticipates doing business.

(5) Direct its recruitment efforts, both oral and written, to community organizations, and to training organizations serving the General Contractor's recruitment area and employment needs. No later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the General Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(6) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the General Contractor's obligations under these specifications are being carried out.

(7) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(8) Conduct a review, at least annually, of all adherence to and performance under the General Contractor's EEO policies and affirmative action obligations.

c. The General Contractor shall not knowingly enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order No. 11246 or other State or Federal statute or regulation relating to Equal Employment Opportunity.

d. The General Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in this Section 1.3.2, so as to achieve maximum results from its efforts to ensure Equal Employment Opportunity.

e. The General Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to these provisions as may be required by the Authority and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, date of birth, race, sex, status (e.g. mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

f. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

1.3.3 The General Contractor will comply with the provisions of the Persons With Disabilities Civil Rights Act, Act No. 220 of the Public Acts of 1976, as amended. It shall not discriminate against an employee or applicant for employment with respect to hiring, recruitment or promotion, or the terms, conditions, or privileges of employment, because of a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

1.3.4 If the Michigan Civil Rights Commission finds that the General Contractor has not complied with these Equal Employment Opportunity provisions, the Project Owner may, and shall, if directed by the Authority, consider such failure to comply to be a material breach of this Agreement. If the Authority directs the Project Owner to consider such non-compliance a material breach, the Project Owner shall take such action as is directed by the Authority.

1.3.5 If the General Contractor ceases to perform the Work as a consequence of a default under Section 1.3.4 then, in addition to other rights of the Project Owner provided in this Agreement upon its

breach by the General Contractor, the General Contractor will hold the Project Owner harmless against any additional expenses or costs incurred by the Project Owner or the Authority in completing the Work or in purchasing the services, materials, equipment or supplies contemplated by the Contract Documents, and the Project Owner, at the direction of the Authority, shall withhold payments from the General Contractor in an amount sufficient for this purpose and recourse may be had against the General Contractor's Assurance of Completion, if necessary.

1.3.6 The General Contractor will include the provisions of Sections 1.3.1 through 1.3.5 in every subcontract or purchase order in such manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of Michigan. The General Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the Authority may direct, including sanctions or remedies for noncompliance.

#### 1.4 ENFORCEMENT

The provisions of this Appendix may be enforced by the Project Owner, the Authority, the Michigan Civil Rights Commission, and, to the extent permitted by law, any person intended to be benefitted by them. A breach of the provisions of this Appendix shall be considered a material breach of this Contract and shall give the Project Owner the right to terminate the General Contractor. A breach of the provisions of this Appendix may also result in a review by the Authority, and any remedies available under the Authority's Act or its General Rules may be imposed by an Authorized Officer of the Authority, including the debarment of the General Contractor from future participation in one or more Authority programs under R 125.211 *et seq* of the Authority's General Rules.