

ADDENDUM E

**ADDENDUM RE: Mt. Baker Phase 1 & Phase 2 and Lake City Affordable Housing Projects
Community Workforce Agreement
SEATTLE/KING COUNTY BUILDING TRADES COUNCIL
SW MOUNTAIN STATES REGIONAL COUNCIL OF CARPENTERS**

This amends the City of Seattle Community Workforce Agreement (CWA) dated September 30, 2021, to include special provisions for the Office of Housing (OH) CWA identified projects under its Multifamily Rental Housing Program. This amendment is effective as of September 15, 2023.

The purpose of this amendment is to apply the CWA to the Seattle Office of Housing funded Mt. Baker Phase 1, Mt. Baker Phase 2 and Lake City affordable housing projects and to set forth special provisions that are applicable to these projects only. Under the Office of Housing Rental Housing Program, construction projects undertaken by private housing developers are not Public Works projects. The City has no ownership interest in the housing but does have policy interests in promoting equitable labor outcomes and livable wages.

The City and labor partners understand and acknowledge that Seattle faces an affordable housing and homelessness crisis and that the City must produce as many units of high-quality affordable housing as quickly and safely as possible, while also promoting labor equity. Labor partners are committing to ensure sufficient diverse journey-level workers and apprentice hires will be available through the hiring hall and apprenticeship programs for affordable housing projects with CWAs. OH and labor partners understand it is complex to meet these goals and will work in partnership with contractors and other key partners to address any challenges or barriers.

Now therefore, the City and the Unions agree as follows:

1. Mt. Baker and Lake City Projects Under CWA

1.1 As used in this Addendum, "Projects" means the Mt. Baker Phase 1, Mt. Baker Phase 2, and Lake City projects for construction of new affordable housing funded in part by the City and as defined in the final loan documents approved by the City and the developer. The Projects may be referred to individually as a "Project".

1.2 The Projects shall be "Covered Projects" under the CWA. Except as expressly provided otherwise in this Addendum, all terms and conditions of the CWA shall apply to the Projects.

2. Special Provisions under this Addendum

For purposes of the Projects made Covered Projects under this Addendum only, the CWA is amended as provided under this Section 2.

2.1 Developer and City Roles. Through separate agreement, the City will require the developer of each Project to require all contractors on each Project to sign a letter of assent to the CWA. The City will act as the CWA administrator for each of the Projects. All references to "City" in the CWA that by their context and meaning would apply to the owner of the Covered Project shall be deemed to refer to the developer solely for the purposes of carrying out the Mt. Baker and Lake City Projects.

2.2 Acceptance and Termination. This Addendum shall remain in full force and effect with respect to each of the Projects until the City determines that each Project is complete. After completion of all Projects, this Addendum will be of no further force and effect.

2.3 Article III, Section 1 is deleted and replaced with the following:

Article III (Wage Rates and Fringe Benefits)

Section 1. Contractors of every tier shall adhere to the applicable residential State Prevailing wage rate wherever such a wage exists. If no residential State Prevailing wage rate exists, or if otherwise instructed by the City, contractors of every tier shall adhere to the applicable State Commercial Prevailing Wage Rate. The City will use WA State Labor and Industries job classification definitions, rules and determinations for monitoring and compliance efforts throughout the life of the project. In the case of a publicly advertised bidding process of either the general contractor or subcontractors (e.g. advertisement in the Daily Journal of Commerce and availability of plans and specifications in a plan center, etc.) the prevailing wages in effect 10 days prior to bid opening shall be the applicable wages provided that the general contract is signed within 60 days of the bid opening. If the general contract is signed more than 60 days after the bid opening the wages in effect on the date of the contract will be the applicable wages. Each March and September, Contractors of every tier shall incorporate all increases to such wage and benefits rates that are announced by the State, as applicable, for the duration of each Covered Project.

Wages shall be paid weekly on an established payday before quitting time. Workers who quit shall be paid on the next regular pay day by mail to their last known address unless such workers give adequate notice to do otherwise. Any worker who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff. Notification of layoff shall be at the Contractor's discretion but shall not be given later than the end of the work shift on the date the layoff is to be effective. A penalty for a delinquent paycheck shall be paid, in addition to all wages due to the worker, according to the applicable craft's CBA.

2.4 Article X, Section 4 is deleted and replaced with the following:

Article X (Subcontracting)

Section 4. Any Contractor conducting a bid process for work to be performed for a Covered Project shall notify all bidders of the requirement to comply with the terms and conditions of this CWA. The parties agree to work collaboratively to produce the most efficient utilization of labor and equipment in accordance with the CWA. In the interest of such collaboration, the parties agree that if the Prime Contractor or any subcontractor regardless of tier, lets out a subcontract bid package and receives one or zero total bids, the union(s), Prime Contractor, and City (consulting with the developer when appropriate) will work collaboratively to remedy issues and identify potential bidders. In addition, the City, the Prime Contractor, and the signatory Unions agree to review subcontracts for, scope of work, and projected labor hours to determine if it is practicable to apply the CWA to that subcontract. If, by mutual agreement, the City, Prime Contractor, and the signatory unions agree that it is impracticable to apply the CWA to a subcontract, the CWA shall not apply.

2.5 Article XII, Section 1 is deleted and replaced with the following:

Article XII (Employment Diversity)

Section 1. The share of total hours worked on the project by apprentices and journey-level workers from economically distressed ZIP codes (“Priority Workers”) shall be as follows:

Requirements	
Priority Workers – Apprentice Level	4%
Priority Workers – Journey Level	32%
Apprentice Utilization	15%
Preferred Entry	20%

Upon request from the Contractor, the Union will make best efforts to dispatch in a manner that best supports the following aspirational goals:

Aspirational Goals	
<i>Journey Level – Among journey hours</i>	
People of Color	51%
Women	5%
<i>Apprentices – Among apprentice hours</i>	
People of Color	26%
Women	8%

2.6 Article XIII, Section 1 is deleted and replaced with the following:

Article XIII (Apprenticeship Utilization)

Section 1. The Parties and assenting Contractors agree to utilize apprentices from WSATC programs for at least 15% of the total hours worked on each of the Mt. Baker Projects and the Lake City Project.

All other terms and conditions remain in-force and unchanged.

IN WITNESS, WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached or incorporated and made part hereof, the parties have executed this Addendum by having their authorized representatives affix their signatures below.

Signed:

By:  9/25/23
Presley Palmer, Finance and Administrative Services, City of Seattle

By:  9-25-23
Monty Anderson, Seattle Building and Construction Trades Council

By: 
Jesse Scott-Kandoll, SW Mountain States Regional Council of Carpenters