



FIRST-SOURCE HIRING AGREEMENT

This First Source Agreement for referral of qualified job applicants is entered into between THE OREGON EMPLOYMENT DEPARTMENT, hereinafter referred to as the "CONTACT AGENCY," which coordinates job referrals for and represents the publicly funded job training fund administrator for Multnomah and Washington Counties WIB (Workforce Investment Board) WORKSYSTEMS, INC. and their training providers for the Portland Metro area covered in the Interagency Agreement under OAR 123-070-12100, hereinafter referred to as "PROVIDER", and the following business firm located in this geographic area, _____, hereinafter referred to as the 'EMPLOYER.'

The EMPLOYER is or will be receiving benefits from the following program or programs (check those that apply):

- Enterprise zone program: Specify **yes** or **no** - _____ if seeking an extended exemption period (up to five years)
- Other: specify _____.

Under this First Source Agreement, the EMPLOYER will use the CONTACT AGENCY as its first source for external referral of Qualified Applicants for all job openings of the EMPLOYER at the following location(s) _____, such that the EMPLOYER agrees to the following:

- To provide the EMPLOYER'S designated internal liaison, if they are not the APPROVED contract signer on this FSA Agreement, and who will serve as the single point of contact for communications with OED related to job openings. Employer will notify OED immediately of any change for this internal liaison.
- To effectively notify the CONTACT AGENCY of all job openings, no later than when notification is received by any other job referral source external to the EMPLOYER or any public announcement for the job opening, throughout the term of this agreement;
- That each such notice to the Contact Agency shall include job qualifications and a deadline for referrals;
- To ensure that the CONTACT AGENCY and the PROVIDERS will have:
 - Sufficient lead time (minimum lead time is 10 business days before the job application close date, except in temporary or emergency situations); and Complete information to make meaningful referrals for jobs that will be filled by the EMPLOYER;
- That all job information may be shared with all PROVIDERS for which referrals are coordinated by the CONTACT AGENCY; and
- That all job openings shall be listed in the PUBLIC LABOR EXCHANGE SYSTEM of the state Employment Department, insofar as a local office of that State agency is a PROVIDER.

- For purposes of this Agreement long-term jobs will be defined as those positions 180 days or more in duration. Jobs lasting less than 180 days will be considered temporary and will not be subject to the terms of this Agreement.
- Positions filled by internal transfers, promotions or recall of laid off employees on recall status will not be subject to the terms of this Agreement.

The CONTACT AGENCY agrees to the following:

- That to the extent Qualified Applicants are available among the relevant PROVIDERS, to refer those individuals to the EMPLOYER for job openings; and
- To facilitate and implement the listing of all job openings in the “PUBLIC LABOR EXCHANGE SYSTEM”, in cooperation with other PROVIDERS (though, not necessarily to the exclusion of other referral methods).
- To provide OED’s designated internal liaison, if they are not the APPROVED contract signer on this FSA Agreement, and who will serve as the single point of contact for communications with the EMPLOYER’S related to job openings.

The EMPLOYER agrees to:

- Fully consider for employment any Qualified Applicant referred by the CONTACT AGENCY by the referral deadline;
- Notify the CONTACT AGENCY when a Qualified Applicant is hired by the EMPLOYER; and
- Provide after-the-fact information to the CONTACT AGENCY about applicable overall hiring and job vacancies in a prescribed manner, or as requested by the Contact Agency, in accordance with [OAR 123-070-1900\(1\)](#) to (3).
- Comply with all relevant laws regarding employment of Qualified Applicants of this State or the Federal Government, including but not limited to not discriminating on the basis of race, color, religion, ancestry, national origin, political affiliation, sex, age, marital status, sexual orientation, physical or mental disability, or any other reason prohibited by such laws.

The EMPLOYER will make all final decisions on hiring new employees. After the EMPLOYER has hired the employees, the EMPLOYER assumes full responsibility for them as employees.

All persons hired under this Agreement are subject to the EMPLOYER's regular personnel policies and procedures and have no special or additional rights arising from this Agreement.

If the terms of this Agreement conflict with the provisions of a collective bargaining agreement to which the EMPLOYER is a party, the bargaining agreement shall prevail.

Both the CONTACT AGENCY and EMPLOYER agree to attempt to resolve all areas of misunderstanding, disagreement or dissatisfaction with each other as soon as they arise. If the parties are unable to resolve the issue, either may:

Initiate a meeting between the EMPLOYER and either the CONTACT AGENCY all of the PROVIDERS; the Portland Development Commission; or

Request assistance from the Oregon Economic and Community Development Department.

This agreement shall take effect on the date of the last signature by the contracting parties below, and shall be in full force and effect until DECEMBER 31 OF THE LAST YEAR OF THE EXEMPTION PERIOD (for Enterprise Zone Businesses) or, until the end of the term, period or periods as described in [OAR 123-070-1600](#)

APPROVING PARTIES CONTACT AGENCY

By: Oregon Employment Department

Name: Cynthia Mullen
Title: Office Manager
Address: 30 N. Webster, Suite E
Portland, OR 97217

Phone: 503.280.6051 FAX 503.280.6015
Email: Cynthia.M.Mullen@state.or.us

Signature _____
Date _____

EMPLOYER

By:
Federal Employer Identification Number _____ - _____
(FEIN; 9 digit number that the IRS assigns to business entities)
State Business Identification Number _____
(BIN; Unemployment Insurance Account Number)

Name: _____
Title: _____
Address: _____

Phone: _____._____._____ FAX _____._____._____
Email: _____

Signature _____
Date _____

OED INTERNAL LIAISON

Name: Debora A. Rock
Address: 30 N. Webster, Suite E
Portland, OR 97217

Title: Business Service Representative
Phone: 503.280.6057
Email: Debora.A.Rock@state.or.us

EMPLOYER INTERNAL LIAISON

Name: _____
Address: _____
(Current; Physical)

Title: _____
Phone: _____._____._____
Email: _____