

OREGON EMPLOYMENT DEPARTMENT
FIRST SOURCE HIRING AGREEMENT

1. Pursuant to ORS 461.740 and Oregon Administrative Rules 123-70-300 through 123-70-370, this FIRST SOURCE HIRING AGREEMENT for referral of qualified job applicants is entered into by Danell Butler, Manager of the Salem office of the Employment Department, hereafter referred to as the "CONTACT AGENCY", who also represents the following agencies:

Adult and Family Services Division, Vocational Rehabilitation Division, Mid-Willamette Jobs Council, Chemeketa Community College, and EMPLOYER, hereafter referred to as the "EMPLOYER".
2. The EMPLOYER is receiving benefits from the following program/s:
(check only those that apply)
 State lottery funded program; (specify) Oregon Business Development
 Enterprise Zone Program
 Other (specify)
3. Under this First Source Agreement, the EMPLOYER will use the CONTACT AGENCY as its first source for referral of qualified applicants for all job openings of the EMPLOYER at (address)_____. The EMPLOYER agrees to notify the CONTACT AGENCY of all job openings beginning on the date this agreement is effective through the end date of the agreement. Each notice shall include job qualifications and a deadline for referrals. The EMPLOYER shall assure that the CONTACT AGENCY has sufficient lead time (minimum lead time is fourteen working days before the application close date, except in temporary or emergency situations) and information as agreed upon by EMPLOYER and the CONTACT AGENCY to make referrals for the job openings that will be filled by the EMPLOYER. The EMPLOYER agrees that all job information will be shared with all partner agencies represented by the CONTACT AGENCY.
4. To the extent that qualified applicants are available, the CONTACT AGENCY agrees to refer those individuals to the EMPLOYER for job openings.
5. The EMPLOYER agrees to consider for employment the job applicants referred by the CONTACT AGENCY by the referral deadline and to notify the CONTACT AGENCY when such job applicants are hired by the EMPLOYER.
6. The EMPLOYER agrees to comply with all applicable state and federal laws regarding employment of qualified applicants.
7. 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.

8. 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.
9. If the terms of this agreement conflict with the terms of a collective bargaining agreement to which the EMPLOYER is a party, the bargaining agreement shall prevail.
10. Both CONTACT AGENCY and EMPLOYER agree to attempt to resolve areas of misunderstanding, disagreement or dissatisfaction with each other as soon as they arise. If the parties are unable to resolve the issue, either party should first initiate a meeting between the EMPLOYER and all parties to the Interagency Agreement. If resolution cannot be reached, then parties request assistance from the Oregon Business Development Department.
11. This agreement shall take effect on _____ in full force and effect until the end of the exemption period.

By _____ Date _____

Danell Butler, Manager
Salem Field Office
Employment Department
605 Cottage Street NE
Salem, OR 97301
(503) 378-8026

By _____ Date _____

EMPLOYER REPRESENTATIVE

Employment Department Contact Person:
Olga Reutov, WorkSource Oregon
Woodburn, Center