



CITY OF

PORTLAND, OREGON

HUMAN RESOURCES BUREAU

Margaret D. Strachan, Commissioner
Training and Employment Division
522 S.W. Fifth Avenue, 8th Floor
Portland, Oregon 97204
(503) 248-4474

EMPLOYMENT AGREEMENT

This Employment Agreement for recruitment, referral and placement is between the CITY OF PORTLAND, hereinafter referred to as the "CITY", and THE AMERICAN RED CROSS, OREGON TRAIL CHAPTER, hereinafter referred to as "EMPLOYER". Under this Employment Agreement, EMPLOYER will use the CITY for recruitment, referral and placement of covered employees.

I. GENERAL TERMS

- A. The CITY wishes to assure continuing employment opportunities for economically disadvantaged CITY residents with employers located within the Portland Metropolitan area.
- B. The EMPLOYER wishes to use the CITY and MULTNOMAH-WASHINGTON Employment and Training Agency as sources for recruitment, referral and placement of covered employees as defined below.
- C. The EMPLOYER is entering into this Agreement in consideration of an Economic Development Revenue Bond to be issued by the State of Oregon. If the State of Oregon decides not to issue the Economic Development Revenue Bond referred to above, this Agreement shall not take effect.
- D. The CITY will provide employment recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.
- E. The CITY's participation in this Agreement will be carried out by the Training and Employment Division (TED) of the CITY's Human Resources Bureau, Yeon Building, 522 S.W. Fifth Avenue, 8th floor, Portland, Oregon 97204, or such other CITY bureau or division designated by the CITY.
- F. This Agreement shall become effective upon the first date that Economic Development Revenue Bond funds are transferred into a trust account for the benefit of the EMPLOYER. EMPLOYER will be responsible for notifying TED in writing that this has occurred within five (5) City working days of the transfer. This Agreement shall be in full force and effect for the period of five years from the date funds are first transferred.
- G. TED recognizes that a separate agreement exists between the EMPLOYER and the Multnomah-Washington Employment and Training Agency. TED agrees to cooperate fully with Multnomah-Washington Employment and Training Agency in providing services so that the needs of the EMPLOYER and eligible participants are best met.

II. RECRUITMENT

- A. The CITY and EMPLOYER agree that for purposes of this Agreement, "covered positions" include all EMPLOYER's job openings in the Portland metropolitan area created as a result of internal promotions, terminations and expansion of EMPLOYER's workforce, within the below-listed job classifications:

Receptionist	Research Clerk, Blood Services
Mail Clerk	Secretary I, Research/Immunology
Delivery Person	Reference Lab
Accounting Clerk	Data Entry Clerk
Warehouse Attendant	Materials Clerk
Maintenance Assistant	Telecruiter
Office Aide, Chapter Sub-Office	Central Supply Assistant
Inventory Control Clerk, Safety Services	Distribution Clerk

- B. EMPLOYER will notify TED of its needs for covered employees at least seven (7) City working days prior to seeking applicants outside EMPLOYER's own work force (which includes long term volunteers).
- C. For covered positions, notification to TED shall include, but need not be limited to, the number of employees needed by job title, hiring dates, rates of pay, hours of work, anticipated duration of employment and work to be performed. In order for TED to determine whether persons meet the EMPLOYER's personnel needs, job descriptions, including minimum qualifications stated in quantifiable and objective terms, are made a part of this Agreement and are included as Attachment "A".
- D. EMPLOYER will also supply the notification described in paragraph "C", above, to TED when Accounts Receivable Clerk or Mobile Unit Assistant positions open. Employer may advertise these positions as soon as TED receives telephone or written notice. TED shall have at least two working days at large to refer qualified applicants for these two job classifications. If TED's referrals for these two job classifications meet the EMPLOYER's entry level qualifications as described in Attachment "A", the TED referrals shall be given preference when the openings are filled.
- E. Positions which are not managerial, highly technical, or professional created in the future by the EMPLOYER shall also be regarded as positions covered by this Agreement. Positions of a supervisory nature or which require one or more year(s) of formal training are not considered covered positions.
- F. The EMPLOYER will also notify TED of all position vacancies which are not "covered positions" as defined in paragraphs II.A., and II.E., above. Notification shall include qualifications, the rates of pay and anticipated hiring dates, if any. The EMPLOYER will also notify TED of the date by which TED must refer qualified applicants to the EMPLOYER for management, technical and professional vacancies; however, the EMPLOYER will not be bound to hire from these referrals.

- G. Job openings to be filled by internal promotion from the EMPLOYER's local work force need not be referred to TED for placement and referral.

III. REFERRAL

- A. TED will refer a maximum of three (3) CETA eligible job applicants for each covered position opening to the EMPLOYER in response to the notification of need for new employees described in Section II, above.
- B. TED will screen applicants according to the qualifications agreed upon with the EMPLOYER.

IV. PLACEMENT

- A. TED will notify EMPLOYER of the applicants it will refer no later than five (5) City working days following notification of TED as described in Section II.B. above.
- B. In the event TED or Multnomah-Washington Employment and Training Agency cannot refer a qualified person, the EMPLOYER will be free to directly fill the position for which no qualified applicant has been referred. In this event, the EMPLOYER will make a good faith effort to hire City of Portland or Multnomah County residents.
- C. The EMPLOYER will make all decisions on hiring new employees but will select its employees for covered positions from among the qualified persons referred by TED or Multnomah-Washington Employment and Training Agency.
- D. TED will track job retention of employees placed under this Agreement for 90 days following placement. EMPLOYER agrees to cooperate in TED's follow-up efforts.
- E. TED is required to monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in TED's monitoring efforts and will submit Quarterly Hiring Summaries in accordance with Attachment "B".
- F. After the EMPLOYER has selected its employees, TED will not be responsible for the employees' actions and the EMPLOYER hereby releases the CITY from any liability for their actions.
- G. All persons hired under this Agreement are subject to EMPLOYER'S regular personnel policies and procedures and have no special or additional rights arising from this Agreement.

V. TRAINING

- A. The EMPLOYER will not discontinue providing routine on-the-job training due to this Agreement.
- B. TED and the EMPLOYER may agree to develop additional on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and the CITY and covered in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. If this Agreement conflicts with any labor laws or other governmental regulations, the laws or regulations shall prevail.
- B. If this Agreement conflicts with a collective bargaining agreement to which the EMPLOYER is a party, the bargaining agreement shall prevail.
- C. The EMPLOYER will provide TED with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will provide them to TED.
- D. The EMPLOYER will not discriminate against any applicant for employment because of race, religion, age, handicap, color, sex, national origin, citizenship, or political affiliation.

VII. ASSIGNMENT MODIFICATIONS, RENEWAL AND SANCTIONS

- A. If, during the term of this Agreement the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment or otherwise, the EMPLOYER as a condition of transfer shall require the party taking possession to agree, in writing, to the terms of this Agreement. A new Employment Agreement will be executed with the new party prior to the effective date of the transaction and when the new Employment Agreement is executed, this Agreement with the American Red Cross shall be null and void.
- B. The EMPLOYER and TED, or such other agent as the CITY may designate, may mutually agree to modify this Agreement in order to improve the working relationship described herein.
- C. The CITY may terminate this agreement at any time by written notification if its federal, state or local grants are suspended or terminated before or during the contract period.
- D. Either the EMPLOYER or CITY may elect to employ binding arbitration to settle any material dispute under this Agreement which informal good faith negotiating efforts have failed to resolve. If either party elects to employ arbitration, the electing party shall deliver written notice to the other party designating a representative, specifying the issue(s) to be resolved and detailing the desired remedy. The responding party shall return a written response to the electing party within fifteen (15) days. The response shall designate a representative and shall outline the responding party's position on the issue(s). If the responding party fails to respond within the required timelines, the electing party shall be awarded a judgment by default. If the dispute is not settled, the representatives of TED and the EMPLOYER shall make efforts to select an arbitrator within fifteen (15) days after the electing party receives the responding party's position

statement. If the representatives are unable to agree upon the arbitrator within the time limit, then the arbitrator shall be selected by the EMPLOYER and TED representataives simultaneously applying directly to the Federal Mediation Conciliation Service for a panel of seven arbitrators. Within seven days from the date of receipt of the panel of arbitrators, the representatives shall choose an arbitrator by alternately striking one name from the list, with the first strike determined by a coin flip and the last remaining name being the arbitrator for the dispute. After the arbitrator has been appointed, he or she shall make a written report within thirty (30) days to the parties on the issue(s). The authority of the arbitrator shall be limited to the issue(s) raised by the parties. The determination of the arbitrator shall be final and binding upon the EMPLOYER and the CITY and may include:

1. Monetary damages directly related to the issue(s) raised;
2. Specific performance and steps reasonably necessary to implement and monitor specific performance, which might include short term retention of a professional job analyst to advise the arbitrators;
3. The costs of arbitration shall be split equally between the parties.

The arbitration determination shall be fully enforceable in a court of law.

Dated this 8th day of Feb., 1982

Approved:

THE AMERICAN RED CROSS,
OREGON TRAIL CHAPTER

Erma E. Hylburn
Executive Director
Human Resources Bureau

By [Signature]
Title Manager

[Signature]
Director
Training and Employment Division

CITY OF PORTLAND

Commissioner of Public Utilities

Approved as to Form:

City Auditor

City Attorney

ORDINANCE NO. 152855

An Ordinance authorizing an Employment Agreement between the City of Portland and the American Red Cross, Oregon Trail Chapter, for recruitment, referral, training and placement of economically disadvantaged CITY residents through the Human Resources Bureau, Training and Employment Division, AU 682, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

- 1. The City of Portland has been designated by the U. S. Department of Labor as Prime Sponsor for administering funds under the Comprehensive Employment and Training Act (CETA) to provide employment and training to eligible City residents.
- 2. As part of its application to the State of Oregon for an Industrial Development Revenue Bond issue, the American Red Cross, Oregon Trail Chapter, has agreed to enter into a five (5) year Employment Agreement with the City commencing on the first date that Economic Development Revenue Bond funds are transferred into a trust account for the benefit of the American Red Cross.
- 3. The Employment Agreement provides for the recruitment, referral, training and placement of CETA eligible City residents with the American Red Cross, Oregon Trail Chapter, into covered positions as stated under the Employment Agreement attached as Exhibit "A".
- 4. This Employment Agreement does not result in expenditures of either CETA funds or General Fund revenues.
- 5. It is therefore appropriate that the Commissioner of Public Utilities and the City Auditor execute, on behalf of the City, the Employment Agreement attached as Exhibit "A".

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Utilities and the City Auditor are hereby authorized to execute, on behalf of the City, the five (5) year Employment Agreement with the American Red Cross, Oregon Trail Chapter, for recruitment, referral, training and placement of economically disadvantaged City residents through the Human Resources Bureau, Training and Employment Division, AU 682, attached as Exhibit "A".

ORDINANCE No.

Section 2. The Council declares that an emergency exists because delay in the enactment of this Ordinance will cause unnecessary administrative delay in the operation of the CETA program and the implementation of this Employment Agreement with the American Red Cross, Oregon Trail Chapter; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, FEB 18 1982

Commissioner Margaret Strachan
JPG:pj
2/3/82

Attest:


Auditor of the City of Portland

Calendar No. 382

ORDINANCE No. 152855

Title

An Ordinance authorizing an Employment Agreement between the City of Portland and the American Red Cross, Oregon Trail Chapter, for recruitment, referral, training and placement of economically disadvantaged CITY residents through the Human Resources Bureau, Training and Employment Division, AU 682, and declaring an emergency.

FEB 17 1982

CONTINUED TO FEB 18 1982

FEB 10 1982

Filed

GEORGE YERKOVICH

Auditor of the CITY OF PORTLAND

By

Gordon Crowell
Deputy

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
JORDAN		
LINDBERG		
SCHWAB		
STRACHAN		
IVANCIE		

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

INTRODUCED BY
Commissioner Margaret Strachan

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities <i>MS/jp</i>
Works

BUREAU APPROVAL
Bureau:
Human Resources
Prepared By: <i>Joseph P. Gonzales</i> Date: 2/3/82
Budget Impact Review:
<input type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>Erma E. Hepburn</i>
Erma E. Hepburn

CALENDAR
Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/>

NOTED BY
City Attorney
City Auditor
City Engineer