



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

FIRST SOURCE AGREEMENT

This First Source Agreement for recruitment, referral and placement is between the CITY OF PORTLAND, hereinafter referred to as the "CITY", and Macro Manufacturing, hereinafter referred to as "EMPLOYER". Under this First Source Agreement, EMPLOYER will use the CITY as its first source 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 as a first source for recruitment, referral and placement of employees.
- C. The CITY, through the City Loan Corporation, has negotiated a low-interest loan of \$120,000 to EMPLOYER in consideration for the EMPLOYER's entry into this Agreement.
- 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 take effect when signed by the parties below and shall be in full force and effect for the period of five (5) years.
- G. This Agreement shall not be construed as a loan agreement and shall not obligate the City Loan Corporation in any way. If, for any reason, the loan referred to in Section I.C. above should be withdrawn or cancelled by the CITY, this Agreement will be null and void.

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:

Machinist

Clerical (if created in the future)

B. Whenever possible, EMPLOYER will notify TED of its needs for new employees in covered positions at least eighteen (18) CITY working days prior to the anticipated hiring dates. When this is not possible, due to unforeseen attrition or similar circumstance, EMPLOYER will notify TED of openings at the earliest possible opportunity, but in no case later than five (5) CITY working days prior to the hiring dates.

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. 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 two or more years of formal training are not considered covered positions.

E. The EMPLOYER will also notify TED of all position vacancies which are not "covered positions" as defined in Sections IIA, B, and C, above. Notification shall include qualifications, the rates of pay and the anticipated hiring dates. 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.

F. 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 CETA eligible job applicants 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. In cases where EMPLOYER has notified TED of openings in covered positions at least eighteen (18) CITY working days in advance, TED will notify the EMPLOYER no later than five (5) CITY working days prior to the anticipated hiring date of the number of applicants TED will refer. If TED has received less than the eighteen (18) CITY working days notification, TED will notify the EMPLOYER of the applicants it will refer no later than two (2) CITY working days prior to the anticipated hiring date.
- B. In the event TED cannot refer the total number of qualified personnel requested, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. In this event, the EMPLOYER will make a good faith effort to hire City of Portland 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.
- 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.

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, except where such discrimination is allowed by a government regulation or contract.

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 First Source Agreement will be executed with the new party prior to the effective date of the transaction.
- 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 the 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 appointing one arbitrator, 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 appoint a second arbitrator and shall outline the responding party's position on the issue(s). If the responding party either fails to respond and/or appoint a second arbitrator

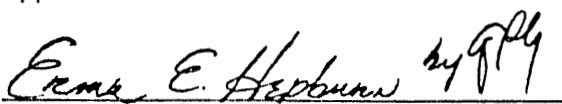
within the required timelines, the electing party shall be awarded a judgment by default. The two arbitrators so appointed shall select a third arbitrator within fifteen (15) days after the appointment of the second arbitrator. If the two arbitrators first appointed are unable to agree upon the third arbitrator within the time limit, then the third arbitrator shall be appointed by the presiding judge of the Multnomah County Circuit Court. After all arbitrators have been appointed, they shall make a written report within thirty (30) days to the parties on the issue(s). The determination of a majority of the arbitrators shall be final and binding upon the EMPLOYER and the CITY and may include:

1. Monetary damages directly related to any breach of this Agreement and to the issue(s) raised;
2. Specific performance of the Agreement provisions and steps reasonably necessary to implement and monitor specific performance, which might include retention of a professional job analyst designated by the arbitrators;
3. Declaration of default on and calling in of any CITY loan provided in consideration for EMPLOYER's entry into this Agreement;
4. Allocation of costs associated with the arbitration determination and steps necessary to implement and monitor that determination.

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

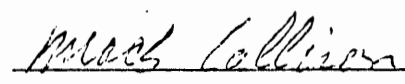
Dated this ____ day of _____, 19__.

Approved:

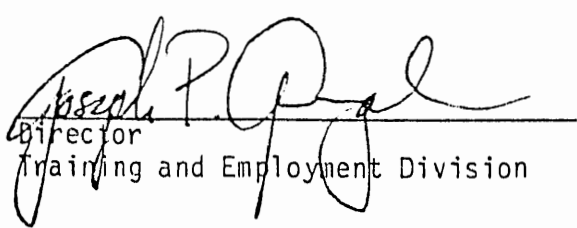


 Executive Director
 Human Resources Bureau

MACRO MANUFACTURING

By 

 Title OWNER



 Director
 Training and Employment Division

CITY OF PORTLAND

Commissioner of Public Utilities

Approved as to Form:

City Auditor

City Attorney

Date rec'd TED _____
 CM contact _____
 OJT customized training
 First Source (Unsubsidized)
 DOT Code: _____
 SVP Hrs: _____ Trng Time _____

JOB ORDER FORM
 City of Portland Training & Employment Division

1. Employer Macro Manufacturing 2. Date October 23, 1981
 3. Job Title Machinist 4. Number of Openings NA
 5. Job Location 3166 N. Greeley
 6. Contact Person Mack Callison phone 282-3454
 7. Supervisor Mack Callison 8. Beginning date NA Ending NA
 9. Starting salary \$ 5.00 per hour Salary after training \$ _____ per _____
 Possible incentive raise after one month
 10. Benefits: Employer paid Medical, Life Insurance. One week paid vacation after first year.
 11. Days to be worked Monday-Friday 12. Hours 8:00 AM - 5:00 PM
 13. Will union membership be required? Yes _____ No x
 If yes, which union and local # _____
 14. If this job involved on-the-job training to be subsidized by the City, how long will that training period be? _____ (attach specific training plan).
 15. Specific Duties Loading/unloading. Setting up and operating various machines.
Measure, mark and scribe dimensions and reference points.
Verify conformance of workpiece to specifications.
 16. NECESSARY QUALIFICATIONS:

Skill	Level of experience or training required to enter program (include licenses and/or certificates necessary)
<u>Mechanical Aptitude</u>	<u>Math through algebra, geometry and spacial relationships.</u>
<u>Math Aptitude</u>	<u>Able to follow oral and written instructions. Manual/</u>
<u>Communication Skills</u>	<u>finger dexterity. Honest and reliable.</u>
<u>Machinist Skills</u>	<u>Demonstrated by successful participation in machinist training course (such as that offered at Benson) or comparable experience.</u>

 17. Is a valid Oregon Drivers' License required? Yes x No _____
 18. Are your employees in this position expected to provide any necessary tools involved in the job(s)? Yes x No _____
 If yes, please attach an itemized list (with prices) of tools required for each position.
 (list of recommended tools will be provided with actual job orders)
 19. Education level needed to perform this job (if any) _____
High School Diploma or GED 3-17-82 Mack Callison

(OVER)

20. Describe any on-the-job training you normally provide for this position (ie, without City funding) _____

21. Is there a possibility for promotion from this job? Yes X No _____
 If yes, to what position(s)? To be negotiated

22. Environmental Conditions

- a. Working Environment
- | | | |
|---------|-------------|--|
| Inside | <u>80 %</u> | |
| Outside | <u>20 %</u> | |
- | | | |
|---|------------|----------|
| | YES | NO |
| b. Extreme Cold with or without temperature changes | <u>X</u> | _____ |
| c. Extreme heat with or without temperature changes | _____ | <u>X</u> |
| d. Wet and/or Humid | <u>X</u> | _____ |
| e. Vibration | <u>X</u> | _____ |
| f. Hazards | | |
| Mechanical | <u>X</u> | _____ |
| Electrical | <u>X</u> | _____ |
| Burns | <u>X</u> | _____ |
| Explosives | _____ | <u>X</u> |
| Radioactivity | _____ | <u>X</u> |
| Other | _____ | <u>X</u> |
| g. Atmospheric Conditions | | |
| Fumes | <u>X</u> | _____ |
| Dusts | <u>X</u> | _____ |
| Mists | <u>X</u> | _____ |
| Gases | <u>X</u> | _____ |
| Poor Ventilation | <u>X</u> | _____ |
| Other | _____ | <u>X</u> |
| h. Noise | | |
| Estimated maximum no. of Decibels | <u>100</u> | |

23. Physical Demands

- a. Strength - % time job will require
- | | |
|----------|-------------|
| Standing | <u>90 %</u> |
| Walking | <u>10 %</u> |
| Sitting | <u>-- %</u> |
- | | | |
|------------------|------------|--|
| Weight (no. lbs) | | |
| Lifting | <u>100</u> | |
| Carrying | <u>100</u> | |
| Pushing | <u>100</u> | |
| Pulling | <u>100</u> | |
- | | | |
|-----------------------|----------|----------|
| | YES | NO |
| b. Climbing | <u>X</u> | _____ |
| Balancing | <u>X</u> | _____ |
| Stooping | <u>X</u> | _____ |
| Kneeling | <u>X</u> | _____ |
| Crouching | <u>X</u> | _____ |
| Crawling | <u>X</u> | _____ |
| Reaching | <u>X</u> | _____ |
| Handling | <u>X</u> | _____ |
| Fingering | <u>X</u> | _____ |
| Feeling | <u>X</u> | _____ |
| Talking | <u>X</u> | _____ |
| Hearing | | |
| Ordinary Conversation | <u>X</u> | _____ |
| Other Sounds | <u>X</u> | _____ |
| Seeing | | |
| Acuity, Near | <u>X</u> | _____ |
| Acuity, Far | <u>X</u> | _____ |
| Depth Perception | <u>X</u> | _____ |
| Color Vision | _____ | <u>X</u> |
| Field of Vision | _____ | <u>X</u> |

24. a. Could a person with limited English speaking skills perform this job?
 Yes _____ No X

b. Could a person with limited English reading/writing skills perform this job?
 Yes _____ No X

25. Is public transportation easily accessible? Yes X No _____

26. Does the job require shift work or other than traditional hours? Yes _____ No _____
 (if yes, please clarify) Occasional overtime, night or weekend work is required. Employees must be available for this.

QUARTERLY HIRING SUMMARY

For Quarter Endings: _____

COMPANY NAME _____

Listed below are the positions in your firm which are covered under the First Source Agreement with the City. Please list the total number of hires for this quarter and return this form to the Training and Employment Division within 30 days following the close of that quarter.

<u>Position Title</u>	<u>Total New Hires</u>
Machinist	_____
Clerical	_____

I certify that the above information is true and accurate.

Authorized Signature

Title

Date

Please return this form to: Training and Employment Division
522 s. W. Fifth Avenue, 8th floor
Portland, Oregon 97204

ORDINANCE NO. **153011**

An Ordinance authorizing one (1) First Source Agreement between the City of Portland and Macro Manufacturing for recruitment, screening, referral and placement of entry level employees under the Human Resources Bureau, AU 682, Training and Employment Division 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 a condition of low-interest loans from the City Loan Corporation's Revolving Loan Fund, Macro Manufacturing has agreed to enter into a First Source Agreement with the City.
3. A First Source Agreement providing for the recruitment, screening, referral and placement of entry level employees has been agreed upon between the Training and Employment Division and Macro Manufacturing.
4. These First Source Agreements do not result in obligation of CETA Funds or the expenditure of General Fund revenues.
5. It is therefore appropriate that the Commissioner of Public Utilities and the City Auditor execute, on behalf of the City, one (1) First Source Agreement with Macro Manufacturing for recruitment, screening, referral and placement of entry level employees under the Human Resources Bureau, AU 682, Training and Employment Division, for a period of five (5) years from the execution of the Agreement as set forth in 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, one (1) First Source Agreement with Macro Manufacturing for recruitment, screening, referral and placement of entry level employees under the Human Resources Bureau, AU 682, Training and Employment Division, for a period of five (5) years from the execution of the Agreement, as set forth in 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 function of the CETA program and the closing arrangements between the City of Portland and Macro Manufacturing; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **MAR 31 1982**

Commissioner Margaret Strachan
JPG:LN:pj
3/23/82

Attest:


Auditor of the City of Portland

Calendar No. **793**

ORDINANCE No. 153011

Title

An Ordinance authorizing one (1) First Source Agreement between the City of Portland and Macro Manufacturing for recruitment, screening, referral and placement of entry level employees under the Human Resources Bureau, AU 682, Training and Employment Division and declaring an emergency.

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

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

Filed MAR 25 1982

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *Donald Crall*
Deputy

INTRODUCED BY
Commissioner Margaret Strachan

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities <i>M Strachan/jsp</i>
Works

BUREAU APPROVAL
Bureau: Human Resources
Prepared By: <i>Joseph P. Gonzales</i> Date: <i>2/23/82</i>
Budget Impact Review
<input type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>Erma E. Hepburn</i> Erma E. Hepburn

CALENDAR	
Consent	X Regular

NOTED BY
City Attorney
City Auditor
City Engineer