



City of Boston

Jobs and Living Wage Ordinance
THE LIVING WAGE DIVISION • (617) 918-5236

FIRST SOURCE HIRING AGREEMENT Beneficiaries of Assistance

Under the Boston Jobs and Living Wage Ordinance and Regulations, all covered vendors, covered subcontractors, and beneficiaries (hereinafter referred to as "Employers" for the purposes of this agreement) are required to sign a First Source Hiring Agreement with a referral agency or Boston One-Stop Career Center. An Employer may sign additional First Source Hiring Agreements with as many referral agencies or Boston One-Stop Career Centers as it chooses. For a complete list of approved referral agencies and Boston One Stop-Career Centers, see Form LW-10A.

INSTRUCTIONS FOR EMPLOYERS:

You are not required to complete this form until after your service contract or service subcontract, or documents have been executed. After your contract documents are executed, you are required to do the following:

1. Complete the portions of this agreement that are applicable to you (Parts 1,2 and 5A)
2. Within five (5) business days after your contract documents are executed, deliver this agreement to a referral agency or Boston One-Stop Career Center of your choice.

INSTRUCTIONS FOR REFERRAL AGENCIES AND BOSTON ONE-STOP CAREER CENTERS:

Upon receipt of this agreement, you are required to do the following:

1. An authorized person of the referral agency or career center must complete Part 3 of this form and sign the agreement in Part 5B.
2. Submit this agreement within two (2) days of receipt to:

LIVING WAGE ADMINISTRATOR
LIVING WAGE DIVISION
OFFICE OF WORKFORCE DEVELOPMENT
43 HAWKINS STREET
BOSTON, MASSACHUSETTS 02114

NOTE: All parties to this agreement should carefully read Part 4: AGREEMENT OF PARTIES. If you have any questions, telephone the Living Wage Administrator at (617) 918-5236.

PART 1: EMPLOYER INFORMATION:

Name of Employer: _____

Contact Person: _____

Company Address: _____

Telephone #: _____ E-Mail: _____

PART 2: NAME AND IDENTIFICATION NUMBER OF THE PROGRAM OR PROJECT UNDER WHICH THE SERVICE CONTRACT OR SERVICE SUBCONTRACT WAS AWARDED:

PART 3: REFERRAL AGENCY OR BOSTON ONE-STOP CAREER CENTER INFORMATION:

Agency Name: _____

Contact Person: _____

Company Address: _____

Telephone #: _____ E-Mail: _____

PART 4: AGREEMENT OF PARTIES

The Employer and the referral agency or Boston One-Stop Career Center signing this agreement agree to the following terms and conditions:

1. Prior to announcing or advertising an employment position for work which shall be performed as a result of a service contract or service subcontract created either as a result of a vacancy of an existing position or of a new employment position, the Employer shall notify the referral agency and/or career center about the position, including a general description and the Employer's minimum requirements for qualified applicants for such position. The notification shall also contain the words: **BOSTON JOBS AND LIVING WAGE ORDINANCE POSTING**, prominently displayed at the top of the first page of the notification.
2. The Employer shall not make such public announcement or advertisement for a period of five (5) business days after notification to the referral agency and/or career center of the availability of such position. Such five (5) day period is hereinafter referred to as the *Advance Notice Period*. The referral agency or career center may make public announcements or advertisements of the job position at any time. Any posting, public announcement or advertisement shall clearly state that only Boston residents may be referred for such job opportunities during the Advance Notice Period.
3. The referral agency or career center shall post any Boston Jobs and Living Wage Ordinance job opportunity notice within the first business day after receipt of the Notification from the Employer in a prominent location for at least the duration of the Advance Notice Period. The referral agency or career center shall provide information on such job opportunities to all Boston residents who receive services. The referral agency or career center may refer qualified candidates to the Employer. The referral agency or career center shall maintain a database of such job opportunities.

4. The *Advance Notice Period* shall be waived if the referral agency and/or career center has no qualified candidates to refer to the Employer.
5. The referral agency or career center shall institute a tracking system and record the job postings referred by Employers, the number of applicants referred to jobs during the *Advance Notice Period*, which applicants were interviewed, which applicants were not interviewed, and which applicants were hired for the positions or any other information deemed relevant by the Living Wage Administrator. The referral agency or career center shall forward this information to the Living Wage Administrator, monthly, in a manner prescribed by the Living Wage Administrator.
6. The agreement does not require the Employer to comply with these procedures if it fills the job vacancy or newly-created position by transfer or promotion from existing staff or from a file of qualified applicants previously referred to the Employer by the referral agency and/or career center.
7. The agreement shall not require the Employer to hire any applicant referred under the terms of this agreement.
8. This agreement covers the term of the service contract or subcontract.

PART 5 : SIGNATURE

An owner or officer of the Employer as well as the referral agency or Boston One-Stop Career Center must sign this agreement.

A : SIGNATURE

On behalf of, _____ (*Employer*), I agree to comply with the terms and conditions of this First Source Hiring Agreement.

PRINT/TYPE NAME: _____ **JOB TITLE:** _____

SIGNATURE: _____ **DATE:** _____

B. REFERRAL AGENCY OR BOSTON ONE-STOP CAREER CENTER AUTHORIZED SIGNATURE

On behalf of the referral agency or Boston One-Stop Career Center named in Part 3 of this agreement, I agree to provide services in accordance with the terms and conditions of this First Source Hiring Agreement.

PRINT/TYPE NAME: _____ **JOB TITLE:** _____

SIGNATURE: _____ **DATE:** _____