



# 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 Beneficiaries (hereinafter referred to as "the Employer" 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 (The 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 the attached Form LW-10A.*

**INSTRUCTIONS FOR BENEFICIARIES OF ASSISTANCE:** You are not required to complete this form until after your Assistance has been awarded. After your Assistance is awarded, 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 documents are executed, deliver this agreement (or fax) 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 Division at (617) 918-5236.

**Part 1: EMPLOYER INFORMATION:**

Name of Employer: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City Zip

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Part 2: NAME AND IDENTIFICATION NUMBER OF THE PROGRAM OR PROJECT UNDER WHICH THE ASSISTANCE WAS AWARDED:**\_\_\_\_\_  
\_\_\_\_\_**Part 3: REFERRAL AGENCY OR BOSTON ONE-STOP CAREER CENTER INFORMATION:**

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address \_\_\_\_\_  
Street City Zip

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail Address \_\_\_\_\_

**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 Assistance 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 a period of at least the five (5) business days. (*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. Beneficiaries who receive Assistance from the City in the amount of one million dollars (\$1,000,000) or more in any twelve month period shall be required to comply with the first source hiring provisions of the Boston Jobs And Living Wage Ordinance for five years from the date such assistance reaches the one million (\$1,000,000) threshold. Beneficiaries receiving less than one million dollars but at least one hundred thousand dollars (\$100,000) of Assistance in any twelve-month period shall be required to comply with the first source hiring provisions of the Boston Jobs and Living Wage Ordinance for one year.

**PART 5: SIGNATURES**

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