



Voz Worker Center: EMPLOYER AGREEMENT

Thank you for hiring through Voz Workers' Rights Education Project and supporting Portland's Day Laborers! This document outlines the terms for hiring a worker from the Voz Worker Center, workers' rights, and what employers can expect while hiring Voz workers. **Voz workers collectively have designed and agreed to the scope and contents of this agreement.**

This serves as a binding agreement between you and the worker(s) you hire through Voz Worker Center. The employer agrees that they will not require the worker to sign a liability waiver or a waiver of claims as a condition of employment. This agreement applies to all future work orders that you request through the Voz Worker Center and remains in effect when work is solicited from Voz members outside of the worker center.

Voz Worker Center is **not** an employment agency, a labor staffing company, nor the employer of workers seeking jobs in the community. Voz Workers' Rights Education Project is a nonprofit charitable organization providing a resource for workers in the community to learn job skills, protect their legal rights, and foster education, self-sufficiency, and community integration.

Terms of Hire: Upon completion of the hiring process through the Voz Worker Center, the employer agrees to the following workers' rights and protections.

A Voz Member and Worker has the right to:

1. Fair Wages

- a. The hourly wage **starts** at \$20 per hour (subject to change annually or biannually) for a minimum of 4 hours. At the end of the hours worked, the employer will pay the worker(s) in cash.
- b. Difficult jobs and projects that require a greater skill level will be negotiated in advance with the worker accordingly. In order to facilitate a successful work arrangement, the employer agrees to be as detailed as possible with the tasks and requirements of the job when requesting the services of a worker from Voz.
- c. The amount and time agreed upon during the negotiation process is the amount the employer will pay the worker at the end of the shift for each day worked. If the worker agrees to work more hours outside of the initial agreement, the employer will pay them at least the designated hourly wage for each extra hour worked.
- d. If the job site is not easily accessible due to distance or public transportation, then a worker with a vehicle will be sought and payment for gas will be negotiated based on mileage. If the worker is asked to use their car for hauling/moving purposes, then additional compensation may be requested.

2. Equal Pay

- a. Workers are entitled to equal pay. Wage discrimination based on sex/gender if two workers or more of different sexes/genders are hired for the same job and duties is illegal and will not be permitted.



3. Rest and Lunch Breaks

- a. Rest breaks are 10 minutes each and lunch breaks are 30 minutes. Under Oregon law and this agreement, all 10-min breaks should be paid.
- b. The worker has the right to request additional rest breaks if the work is heavy and/or they are not feeling well on the job. Please be aware that day laborer work is challenging and sometimes the worker(s) will need more rest breaks.

4. A Safe Work Environment

Let's work together to protect Voz workers and their safety at work

- a. Voz workers consider safety at the workplace to be extremely important.
- b. ***It is your responsibility to provide a safe and healthful workplace, including all necessary tools, and safety equipment (PPE).*** For example, painting jobs require special protective masks and jobs involving the worker to be 6 feet above ground require harnesses.
- c. If an injury occurs on the worksite and you are a company/subcontractor, double check your workers compensation insurance that could cover for the worker's medical and injury costs.
- d. If you are a homeowner, Voz workers have the right to ask for homeowners insurance information to communicate with the insurance company and see if there is coverage for their injury. Voz workers will also ask if this is something you can look into. Sometimes homeowners insurances cover medical costs for a worker injury that occurred on that person's property.
- e. What happens if I hire a worker but do not have homeowner's insurance and/or workers' compensation?
 - i. Most of the time when a day laborer is hurt on the job, access to medical insurance is not there and medical costs are high. In addition, a day laborer does not have paid time off while unemployed and recovering from an injury.
 - ii. For these reasons, it's possible that the worker asks for a one-time donation from you that will go towards their medical costs/costs of living in support of their recovery period. This can be a tax-deductible donation.
 - iii. Usually \$850.00 can cover a day laborer's portion of rent, utilities (i.e. gas, electricity, water), and food for a month. You are not obligated to donate this specific amount. But we inform you of this quantity since it is the one that would be of immense support to the worker.
- f. Should an injury occur at the worksite, please determine if the worker needs medical attention. Let Voz's Dispatch Team know as soon as possible via a phone call or by email so that they may assist the worker. You can contact Voz at (503) 234-2043 or hire@portlandvoz.org.
- g. If you notice that a worker needs more guidance on a specific task, please be open to demonstrating that task to them in order to prevent an injury from occurring.

5. Access to drinkable water and restrooms

- a. When you hire a worker, even for a few hours, you are considered an employer and as such need to assure that workers are provided with access to clean drinking water and restrooms while they are on the job.
- b. If there is no restroom on the job site, please communicate this with the Dispatchers while creating the work order and be prepared to direct the worker(s) to the nearest restroom (e.g. at a corner/grocery store).



6. Freedom from discrimination & retaliation

- a. Discriminatory, harassing, or retaliatory behavior is prohibited from coworkers, supervisors, managers, owners, and third parties, including employers, community partners, vendors, day laborers, and volunteers.
- b. Voz takes allegations of discrimination, harassment, and retaliation seriously, and Voz will promptly conduct an investigation and refer to the proper authorities when warranted.

7. Re-negotiation if the terms of the contract change

- a. Should the employer cancel the work requested the day of the job when a worker was en route to the jobsite or has already arrived, the employer will pay the 4 hours minimum at \$20/hour that the worker(s) expected to receive. Worker(s) are likely to lose crucial income due to last-minute cancellations.
- b. This Agreement applies to any additional work outside the scope of the original request made to Voz's Dispatch Team.
- c. Additionally, the worker(s) has the right to request a higher wage if the additional tasks are more difficult or require more specialized experience.
- d. The worker(s) have the right to refuse tasks that were not initially specified with the Dispatch Team without fear of retaliation or non-payment.

The Voz Worker Center is not an employment agency or an employer, and therefore:

- The Center does not provide workers' compensation.
- The Center does not guarantee the type of skills of the day laborers.
- The Center does not charge fees to either employers or workers.
- The Center does not receive payment for work provided by workers.
- The Center does not do background checks.

Please note that this agreement may be modified or updated in the future.

You can always contact Voz directly if you have questions or concerns about a job. The phone number for the Worker Center is 503-234-2043. Voz is always happy to hear from you. Thank you again for hiring through the Voz Worker Center!

Employer Name (printed): _____

Employer Signature: _____

Date: _____