



Voz Worker Center: EMPLOYER AGREEMENT

Thank you for hiring through the Voz Workers' Rights Education Project and for supporting Portland's day laborers! This document outlines the terms for hiring a worker from the Voz Worker Center, including workers' rights and what employers can expect when hiring through our center. The scope and content of this agreement were collectively designed and approved by Voz workers.

This document serves as a binding agreement between you and the worker(s) you hire through the Voz Worker Center. As part of this agreement, the employer agrees not to require the worker to sign a liability waiver or waiver of claims as a condition of employment. This agreement applies to all future work orders you place through the Voz Worker Center and remains in effect even if you hire Voz workers outside of the center.

Please note that the Voz Worker Center is not an employment agency, a labor staffing company, or the employer of the workers seeking jobs. The Voz Workers' Rights Education Project is a nonprofit charitable organization that serves as a resource for workers to learn job skills, protect their legal rights, and build education, self-sufficiency, and community integration.

Terms of Hire: By hiring a worker through the Voz Worker Center, you agree to respect and uphold the rights and protections outlined below.

A Voz Member and Worker has the right to:

1. Fair Wages

- a. The hourly wage starts at \$22 per hour (subject to change annually or biannually), with a minimum requirement of 4 hours. At the end of the work period, the employer will pay the worker(s) in cash.
- b. Difficult jobs or projects that require a higher skill level will be negotiated in advance with the worker. To ensure a successful work arrangement, the employer agrees to provide detailed information about the tasks and requirements when requesting a worker through Voz.
- c. The amount and hours agreed upon during the negotiation process will determine the payment the employer provides at the end of each workday. If the worker agrees to work additional hours beyond the original agreement, the employer will pay at least the designated hourly wage for each extra hour worked.
- d. If the job site is not easily accessible due to distance or limited public transportation, a worker with a vehicle may be requested, and gas reimbursement will be negotiated based on mileage. If the worker is asked to use their vehicle for hauling or moving purposes, additional compensation may be requested.

2. Equal Pay

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



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-minute rest breaks must be paid.
- b. Workers have the right to request additional rest breaks if the work is physically demanding or if they are not feeling well on the job. Please note that day labor can be strenuous, and additional rest breaks may sometimes be necessary.
- c. Additionally, Oregon OSHA has specific rules that apply when the heat index exceeds 80 degrees.

4. A Safe Work Environment

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

- a. **As the employer, it is your responsibility to provide a safe and healthy work environment. This includes supplying all necessary tools and personal protective equipment (PPE).** For example, painting jobs require protective masks, and any task requiring a worker to be six feet or more above the ground requires a safety harness.
- b. If an injury occurs on the job site and you are a company or subcontractor, please verify that your workers' compensation insurance covers the worker's medical expenses and injury-related costs.
- c. If you are a homeowner, Voz workers have the right to request your homeowner's insurance information in order to contact the insurance company and inquire about coverage for their injury. Workers may also ask if you are willing to look into this. In some cases, homeowner's insurance may help cover medical costs for injuries that occur on the property.
- d. **What if I hire a worker but don't have homeowner's insurance and/or workers' compensation?**
 - i. Most day laborers do not have access to medical insurance, and medical care is often very expensive. They do not receive paid time off while recovering from an injury.
 - ii. For these reasons, a worker may ask for a one-time donation to help cover medical expenses or basic living costs during their recovery. This donation may be tax-deductible.
 - iii. Typically, \$850.00 is enough to cover a worker's share of rent, utilities (e.g., gas, electricity, water), and food for one month. You are not obligated to give this amount, but we share it to illustrate what would be a meaningful contribution.
- e. If an injury occurs, please first determine whether the worker needs immediate medical attention. Then, contact Voz's Dispatch Team as soon as possible by phone or email so we can assist the worker. You can reach us at (503) 234-2043 or hire@portlandvoz.org.
- f. Finally, if you notice that a worker may need more instruction for a particular task, we ask that you take a moment to demonstrate it clearly. Doing so helps prevent injuries and ensures a safer experience for everyone.

5. Access to drinkable water and restrooms

- a. When you hire a worker—even for just a few hours—you are considered an employer. As such, you are responsible for ensuring that workers have access to clean drinking water and a restroom while on the job.
- b. If there is no restroom available at the job site, please inform the Dispatch Team when creating the work order and be prepared to direct the worker(s) to the nearest accessible restroom (e.g., at a nearby convenience or grocery store).



6. Freedom from discrimination & retaliation

- a. Discriminatory, harassing, or retaliatory behavior is strictly prohibited from all individuals, including coworkers, supervisors, managers, business owners, employers, community partners, vendors, day laborers, and volunteers.
- b. Voz takes all allegations of discrimination, harassment, and retaliation seriously. Reports will be promptly investigated, and when appropriate, referred to the proper authorities.

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

- a. If the employer cancels the job on the same day—after the worker is already en route or has arrived at the job site—the employer is responsible for paying the worker(s) the 4-hour minimum at \$22/hour. Last-minute cancellations can result in a significant loss of income for workers.
- b. This agreement also applies to any additional work requested beyond the original scope submitted to Voz's Dispatch Team.
- c. Workers have the right to request a higher wage if the additional tasks are more demanding or require specialized skills.
- d. Workers also have the right to decline tasks that were not originally outlined in the work request to the Dispatch Team—without fear of retaliation or non-payment.

The Voz Worker Center is not an employment agency or an employer. Therefore:

- The Center does not provide workers' compensation.
- The Center does not guarantee the skill level of day laborers.
- The Center does not charge fees to employers or workers.
- The Center does not receive any payment for the work performed by workers.
- The Center does not conduct background checks.

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

If you have any questions or concerns about a job, you are always welcome to contact Voz directly. The Worker Center can be reached at 503-234-2043. We're always happy to hear from you.

Thank you again for hiring through the Voz Worker Center!

Employer Name (printed): _____

Employer Signature: _____

Date: _____