

**City of Urbana
Human Relations Commission**

**EEO CONTRACT COMPLIANCE
POLICY AND PROCEDURE MANUAL**

**URBANA HUMAN RELATIONS COMMISSION
EEO CONTRACT COMPLIANCE
POLICY AND PROCEDURES**

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**URBANA HUMAN RELATIONS COMMISSION
EEO CONTRACT COMPLIANCE
POLICY AND PROCEDURES**

SCOPE: All City contractors and vendors

PURPOSE: The denial of equal employment opportunity because of race, color, religion, sex or national origin in connection with the expenditure of public moneys denies federal and state constitutional rights, deprives citizens of earnings necessary to maintain a reasonable standard of living, excludes citizens from rightful participation in the benefits of public expenditures and contributes to urban violence and decay. It is the policy of the City to remove present effects of past discrimination and henceforth to guarantee and affirmatively provide for all citizens equal employment opportunity.

DEFINITIONS: The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning:

Contracting entity means the legal entity that has signed a contract to provide services or perform work or to provide personal property or a combination thereof to or on behalf of the City.

Contractor means any person who contracts with the city for the construction, rehabilitation, alteration, conversion, demolition or repair of buildings, highways or other improvements to real property in a total amount greater than twenty-five thousand dollars (\$25,000.00). This definition will include subcontractors that contract with contractors. Suppliers of only materials to the contractor shall not be considered to be a subcontractor for this purpose.

Construction contract means any contract to which the City is a party for the construction, rehabilitation, alteration, conversion, demolition or repair of buildings, highways or other improvements to real property.

Construction subcontractor means any person who contracts with a construction contractor in an amount greater than the administrative purchasing limit for any single construction contract.

Employment practice means any pattern of employer action that affects employee recruiting, referral, screening, selection, training, apprenticeships, compensation, placement, promotion, working conditions, seniority, layoffs or terminations.

Labor organization includes any organization or labor union, craft union, or any voluntary unincorporated association designed to further the cause of the rights of union labor which is constituted for the purpose, in whole or in part, of

collective bargaining or of dealing with employers concerning grievances, terms, or conditions of employment, including apprenticeships or applications for apprenticeships.

Vendor means any person who sells goods or services to the city in non-construction contracts and any financial depository in which the city deposits funds in a total amount greater than thirty thousand dollars (\$30,000.00).

POLICY: The City shall not contract with any contractor, purchase goods or services from any vendor, or maintain financial relations with any financial institution, which does not first submit to the Human Relations Commission a written commitment through an affirmative action program to remove the present effects of past discrimination and to guarantee and affirmatively provide equal opportunity. Such commitment must:

- (a) Set out and agree to maintain specific employment practices and policies sufficient to achieve equal opportunity;
- (b) Set out specific goals for minority participation in performance of any contract with the City;
- (c) Agree to submit to the Human Relations Commission, upon request, written evidence of the effectiveness of the above-required practices, policies and goals;
- (d) Agree to submit to the Human Relations Commission, upon request, statistical data concerning employee composition on race, color, job description and compensation.
- (e) Agree to distribute copies of the above commitment to all persons who participate in recruitment, screening, referral and selection of job applicants or prospective job applicants.

CITY CONTRACTORS AND VENDORS:

(a) *Terms in all contracts.* All contracts for purchases entered into by the City, except as excluded by this policy, shall include the following provisions:

(1) *Non-discrimination pledge.* The contracting entity shall not discriminate against any employee during the course of employment or applicant for employment because of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation or any other legally protected group status.

(2) *Notices.* The contracting entity shall post notices regarding non-discrimination in conspicuous places available to employees and applicants for

employment. The notices shall be provided by the City, setting forth the provisions of the nondiscrimination pledge.

(3) *Solicitation and ads for employment.* The contracting entity shall, in all solicitations and advertisements for employees placed by or on behalf of the contracting entity state that all qualified applicants will receive consideration for employment as provided for in the City's Human Rights Ordinance. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.

(4) *EEO Compliance.* The contracting entity shall make good faith efforts to ensure compliance with the goals and procedures of these Policies and Procedures.

(5) *Review of employment practices.* The City may periodically review the employment practices and procedures of contracting entities to determine compliance with the provisions of this article, and require such entities to file the appropriate reports as required by these Policies and Procedures.

(6) *Notice to other agencies.* The City shall, in appropriate cases, notify the concerned contracting agency, the Illinois Department of Human Rights, the United States Department of Justice, or other appropriate federal, state or city agencies whenever it has reason to believe that practices of any contracting entity have violated any provision of law relating to human rights.

CITY CONTRACTORS:

(1) *Employment relations.* The contracting entity shall send prior to the effective date of the contract to each labor union, employment service agency, or representative of workers with which the contracting entity has a collective bargaining agreement or other contract or understanding, a notice as set forth in section (2) advising the labor union, worker representative, employment service agency of the contracting entity's commitment under the non-discrimination pledge.

(2) *Access to books.* The contracting entity shall permit access to all books, records and accounts pertaining to its employment practices by the Human Relations Office or designee for purposes of investigation to ascertain compliance with this provision.

(3) *Reports.* The contracting entity shall provide periodic compliance reports to the Human Relations Office, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this policy.

(4) *Inspections.* The contracting entity shall fully cooperate with any on-site inspections conducted by the Urbana Human Relations Officer or his designee. Such inspections shall include an interview with the on-site supervisor as well as a count of on-site workforce composition. Such inspections shall be conducted at least once per month for any and all City contracted worksites.

(5) *Subcontractors.* The contractor shall include the provisions of the foregoing paragraphs in every subcontract so that the provisions will be binding upon each subcontractor.

(6) *Provisional Certification.* Should the Human Relations Commission identify significant areas of concern in regards to equal employment opportunity, the contracting entity may be issued a provisional certification. This certification is intended to provide the contracting entity with an opportunity to improve its efforts towards increasing diversity within its workforce. While on provisional certification, the Human Relations Commission may request additional documentation that demonstrates the contracting entities' good faith efforts towards achieving equal employment opportunity.

"Good Faith Effort" means documented actions reasonably calculated to meet an established hiring goal or to correct or eliminate deficiencies or deviations from accepted equal employment opportunity practices or those practices recommended or required by the United States Office of Federal Contract Compliance Programs or its successors, or Uniform Guidelines on Employee Selection Procedures promulgated by the United States Equal Opportunity Commission or its successor.

Contractors receiving a "provisional certification" shall document and submit all good faith efforts to improve EEO compliance. Upon review, the Contractor shall provide, at minimum the following information: (1) total positions vacated, (2) total positions filled, (3) total applicants for vacant positions, (4) total minority applicants for vacant positions, (5) total female applicants for vacant positions and (6) any and all "good faith efforts" to either recruit or increase the representation in the applicant pool of qualified minority and women applicants. Some methods of increasing these pools are listed below. While the Contractor is under no obligation to implement any of the measures provided below, good faith implementation of such efforts will be strongly favored by the Commission in evaluating the Contractor's compliance program.

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

2. Disseminate the Contractor's EEO Statement and Sexual Harassment Policy:
 - a. by providing notice of the policies to unions and training programs and requesting their cooperation in assisting the Contractor in meeting EEO/AA obligations;
 - b. by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newsletter, annual reports, etc.;
 - c. by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and
 - d. by posting the company EEO/AA policy statement on bulletin boards accessible to all employees at each location where construction work is performed.
3. Disseminate the Contractor's EEO policy commitment externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to and discuss the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
4. Provide immediate written notification to the Urbana Human Relations Office when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union's referral process has impeded the Contractor's efforts to meet its obligations.
5. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the City and to maintain records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, race, gender, status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that the existing records satisfy the requirement, Contractors shall not be required to maintain separate records.

6. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
7. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and maintain all records of the organizations' responses.
8. Maintain a current file of the names, addresses and telephone number of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
9. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs. The Contract shall provide notice of these programs to the sources compiled under paragraph 6.
10. Conduct an annual review of the company's EEO policy obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendent, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and dispositions of the subject matter.

DETERMINATION OF NON-COMPLIANCE

In the event that a contractor (1) fails to comply with the above subsections and/or (2) fails to demonstrate good faith efforts to achieve workforce diversity or (3) fails to comply with any provision of city, state or federal law relations to human rights, the City will take the followings actions:

1. Notify the Contractor that the Human Relations Commission has made initial determination of non-compliance. Such notification shall specific the nature and type of non-compliance.

2. Provide an opportunity for the Contractor to submit additional documentation of good faith efforts
3. Determine a date on which the Human Relations Commission's initial determination will be reviewed. Such review will generally occur at the regularly scheduled Human Relations Commission meeting immediately subsequent to the meeting at which the initial determination of non-compliance was made. At this meeting, the Contractor will be given the opportunity to provide public input regarding its compliance efforts. Interested members of the public will also have the opportunity to offer opinions regarding the Contractor's compliance efforts. At the conclusion of the discussion, the Human Relations Commission will determine by simple majority vote whether the Contractor is in compliance.
4. If the Human Relations Commission determines that the Contractor is not in compliance with EEO standards, the Chair of the Human Relations Commission shall report such non-compliance to the Mayor pursuant to Section 2-119(c)(3) and (4) of the Urbana City Code. The above-referenced Code states in part:

(3) The commission on human relations chairperson shall inform a noncomplying person of the nature and extent of noncompliance. If the noncompliance persists, the chairperson of the human relations commission, the mayor and the noncomplying person shall together examine the charges of noncompliance and, if the mayor concurs in the findings of noncompliance, the noncomplying person shall be ineligible to contract with, sell materials or services to, or maintain financial relations with the city. Noncompliance by a person already under contract shall be deemed a material breach of contract.

(4) Any person held ineligible under subsection (c)(3) above or the human relations commission, if not in concurrence with the ruling of the mayor, may appeal in writing to the city council, provided such appeal is filed with the city clerk at least five (5) days prior to the council meeting at which such appeal will be considered. The city council, on the basis of written appeal and of the report of the mayor, shall affirm, amend or reverse the action of the mayor.

REMEDIES FOR NON-COMPLIANCE

(7) *Remedies.* In the event that any contracting entity fails to comply with the above subsections, or fails to comply with or make good faith efforts to comply with this policy or any provision of city, state or federal law relating to human rights, after the City has provided written notice to the contracting entity of such failure to comply and provided the contracting entity with an opportunity to present its explanation to the Human Relations Commission relative to such failure to comply, then the City, at its option, may declare the contracting entity to be in default of this agreement and take, without election, any or all of the following actions specified in Section 2-119(c)(3) of the Urbana City Code.

Judicial Interpretation

If any section, paragraph, sentence, clause or phrase in this Policy and Procedures manual is held to be invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Policy and Procedures Manual.

Amendments to Policy and Procedure

Any amendments to these policies and procedures must be by majority vote of the Review Board.

WHEREAS, there being a majority vote of the Board, and the members having voted to approve these provisions, the foregoing Policy and Procedures is hereby adopted as amended by the Board this _____ day of _____, 2009.

Approved as to form and Content:

Daniel Larson, Chair
Human Relations Commission