



Employ Milwaukee, Inc.

WORKSITE AGREEMENT -ADULT **Employer of Record - EMI**

GENERAL TERMS

This agreement is made between Employ Milwaukee, Inc. (EMI) and the Employer to provide work experience and training services to EMI participants. Under this agreement, participants are to spend their time in structured, meaningful work consistent with each participant's job description.

It is agreed that such work experience be conducted in a safe and sanitary working environment; that there is adequate full-time supervision of each participant by qualified supervisors and accountability for participants' time and attendance. All parties are required to adhere to the rules and regulations governing the programs sponsored by EMI. Additionally, the employer agrees to the following:

- Provide an orientation to all participants on the first day of their work regarding duties, rights, and benefits; Grievance Procedure and worksite work rules.
- Inform EMI of any substantial changes in job duties or work schedules prior to the change.
- Agree that EMI will want to connect with Agency and Participant to assess intern progress.
- Report, immediately, any participant injury occurring on the job to EMI.
- Complies with all current federal, state and local laws, ordinances and regulations which in any manner affect the work or its conduct including, but not limited to:
 - a) The Civil Rights Act of 1964 regarding discrimination based on race, color, sex, age, handicap, political affiliation or national origin
 - b) Various laws prohibiting participant involvement in political activities.
- Inform EMI of any collective bargaining action (strike, lockout, walkouts, work stoppage, etc.) at the worksite.
- Inform EMI of any change in status of incorporation that would affect eligibility as a worksite.
- Provide the necessary equipment, tools, supplies, clothing, or other required supplies as needed to perform assigned job duties. EMI can assist with these costs.
- Assure compliance with all health and safety laws.
- Assure that the participant will not receive training that will, in any way, promote or oppose unionization.
- Assure that the participant will not be trained in tasks directly or indirectly that support either religious or anti-religious activities.
- The work activities described in the employer job description(s) will be performed by one (1) participant.

TERM OF AGREEMENT

Term will take effect **No Sooner than:** _____ **and end** _____ **unless otherwise noted with**
required documentation.

ALLOWABLE WORK ACTIVITIES

A paid work experience is a planned, structured learning experience that takes place in a workplace for a limited period of time.

This service is focused on providing participants with opportunities for career exploration and skill development. A participant's internship must be tied to the goals identified in his/her individual service strategy. The following types of services may constitute work experience: pre-apprenticeship programs approved by the Wisconsin Apprenticeship Advisory Council and internship opportunities.

WORKSITE SUPERVISION

Worksite supervisors must have all written materials necessary to perform his/her duties, including a copy of the Worksite Agreement.

All worksites will ensure that supervisors uniformly enforce work rules including, but not limited to, break and lunch times, unpaid sick leave, prohibition of payment for either overtime or hours not worked, and applicable safety rules.

TIME, ATTENDANCE AND COMPENSATION

Accurate time and attendance records will be kept for each participant and will reflect the time worked by the participants.

Timesheets must be signed at the end of the pay period by both the participant and the worksite supervisor, whose signature is required to verify its accuracy. All timesheets must be submitted for payroll processing by the following Monday at 10:00 a.m., in accordance with the payroll schedule.

There is a maximum limit of 29 hours per week that applies to all subsidized paid workers.

All worksites will ensure that every participant is allowed a fifteen (15) minute paid break during any four- hour work period and one thirty (30) minute unpaid lunch break for five or more hours worked within one workday. Participants are required to return to work immediately after either a designated break or lunch break.

The worksite will ensure that participants will not be paid for any of the following circumstances:

- Hours not worked.
- Hours worked more than the maximum hours per week.
- Hours not worked on federal holidays.

MONITORING

Participating worksites are subject to monitoring by the State of Wisconsin, the Department of Labor, Department of Commerce – Economic Development Administration, and EMI and their contracted partners. The worksite supervisor will maintain current and accurate time, attendance, work performance, and work activities for the participants. The supervisor must cooperate fully to provide

public information as may be requested concerning the worksite such as, but not limited to, the names and qualifications of the officers, directors, any managing personnel or any affiliates who have operational responsibility for the worksite.

Additionally, all worksite supervisors must agree to evaluate each participant's progress of the participant's work experience, using the evaluation form provided by EMI staff.

GRIEVANCE PROCEDURES

The employer shall establish and maintain complaint/grievance and appeal procedures that conform to applicable federal and state requirements and EMI's Grievance Policy. Every participant must be informed of and have a copy of the grievance procedure available to them. Should the employer receive a grievance or complaint by any participant, EMI and must be notified immediately of the grievance and be made part of the resolution process.

If the employer files a grievance or complaint, EMI and employer shall attempt to informally resolve the grievance. If this is not possible, the formal EMI Alternate Dispute Resolution Policy shall be exercised.

LIABILITY INSURANCE

The employer shall procure and, thereafter, maintain comprehensive general liability insurance (bodily injury coverage) insurance. A copy of such liability insurance must be provided to EMI with this executed agreement.

Worksites utilizing automobiles, etc., to transport participants in the program and shall procure and maintain, thereafter, comprehensive automobile liability (bodily injury and property damage coverage) and other such insurance as may be required by law for the employer.

The following minimum amounts of insurance shall be procured and maintained in force during the lifetime of the Worksite Agreement:

The employer agrees that it will keep insurance policies in force as outlined below. The employer shall furnish EMI with applicable Certificate(s) of Insurance.

- 1) Comprehensive General Liability Insurance including Premises and Operations. The Limits of Liability should be no less than \$500,000 each occurrence, and \$500,000 aggregated for bodily injury, \$250,000 each occurrence, and \$250,000 aggregate for property damage, or \$500,000 each occurrence combined single limit.
- 2) Automobile Liability Insurance covering all owned, hired and non-owned private passenger autos and commercial vehicles with split limits of \$250,000 each person/\$500,000 each occurrence/\$100,000 property damage each occurrence or a Combined Single Limit of \$500,000.
- 3) Worker's Compensation and Employer's Liability including Statutory Worker's Compensation benefits and Employer's Liability of \$100,000.

If the participant conducting activities under this employer Agreement uses motorized vehicles, the insured shall ensure:

- That it and its sub-recipients and contractors are protected, and

- That the DOL, State of Wisconsin, Mayor's Office and EMI and Milwaukee County are held harmless against claims arising from the ownership.

All insurers under this Worksite Agreement shall be reviewed by the appropriate EMI staff. The required insurance may be procured through policies issued by privately operated insurance companies or underwriters, state operated insurance funds, or a self-insurance plan that has been pre-approved by the appropriate EMI staff.

INDEMNIFICATION CLAUSE

The employer worksite and its sub-recipients, will always during the term of this worksite agreement, indemnify and hold harmless the State of Wisconsin and EMI.

TERMINATION CLAUSE

EMI and their contracted employer reserves the right to terminate this Agreement for either non-performance by any party or due to loss of available programs funding.

CONTINUED ON NEXT PAGE

WORKSITE AGREEMENT SIGNATURES

As the authorized representative for EMI, I have read this Worksite Agreement and do hereby approve its funding and implementation.

Authorized Representative (please print clearly)	Title
Signature	Date

As the authorized representative for the Business /Entity named below, I have read this Worksite Agreement, and both accept and will adhere to the requirements set forth.

Business/Entity Name	
Authorized Representative (please print clearly)	Title
Signature	Date

Revised: 03.16.26

Employ Milwaukee is an equal opportunity employer and service provider. If you need this information or printed material in an alternate format, or in different language, at no cost to you, please contact us at (414)-270-1700. Deaf, hard of hearing, or speech impaired callers can contact us through Wisconsin Relay Service at 7-1-1.

ASSURANCES

AMERICANS WITH DISABILITIES ACT

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and state and local governments, except public transportation services.

NON-DISCRIMINATION & CIVIL RIGHTS COMPLIANCE

The employer agrees to the following provisions as a condition of this agreement through United States Department of Labor (DOL). The employer assures that it will comply fully with the nondiscrimination and EO provision of the following laws:

- i. **Title VI of the Civil Rights Act of 1964, as amended**, prohibits discrimination on the bases of race, color, and national origin.
- ii. **Title VII of the Civil Rights Act of 1964:** Prohibits employment discrimination based on, or motivated by, race, color, religion, sex, or national origin, in any terms, conditions, or privileges of employment, including hiring, promotion, demotion, termination, compensation, job transfers, training, or access to employment privileges and benefits.
- iii. **Section 504 of the Rehabilitation Act of 1973**, as amended, prohibits discrimination against qualified individuals with disabilities
- iv. **The Age Discrimination Act of 1975**, as amended, prohibits discrimination on the basis of age.
- v. **Title IX of the Education Amendments of 1972, as amended**, prohibits discrimination on the basis of sex in educational programs.
- vi. **Equal Protection Clause of the Fourteenth Amendment:** Prohibits States from denying any person the equal protection of the laws, relevant in the context of discrimination claims involving state or local government actions.

Equal Employment Opportunity.

- i. The Employer will not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, gender identity, and sexual orientation), national origin (including limited English proficiency), age, disability, genetic information (including family medical history), military service or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity. Employer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to the aforementioned protected classes. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Employer agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (This paragraph does not apply to Non-WIOA programs and activities)

- ii. The employer will, in all solicitations or advancements for employees placed by or on behalf of the employer, state that all qualified applicants will receive consideration for employment without regard to the classes mentioned in section i above.
- iii. The employer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the employer's legal duty to furnish information.
- iv. The employer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the employer's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The employer will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The employer will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the employer's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the employer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.