



## Employ Milwaukee, Inc.

### **WORKSITE AGREEMENT EARN AND LEARN**

#### **GENERAL TERMS**

This agreement is made between Employ Milwaukee, Inc. (EMI) and the selected employer, to provide work experience and training services to EMI youth 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 adult 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 worksite agrees to the following:

- Provide an orientation to all participants on the first day of their work regarding participant duties, rights, and benefits; Equal Employment Opportunity/Affirmative Action Policy; Grievance Procedure; and worksite work rules under the EMI's participant handbook.
- Inform EMI and their contracted sub recipient agency of any substantial changes in job duties or work schedules prior to the change.
- Allow EMI and contracted sub recipient agency staff access to participants during work hours for program monitoring evaluations.
- Report, immediately, any participant injury occurring on the job to EMI and their contracted sub recipient agency.
- Assure that the selected participant is not:
  - replacing persons that would otherwise be employed by the worksite agency
  - jeopardizing promotional opportunities of current employees
  - performing any tasks that would be the responsibility of a person on layoff
- 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) Child labor laws
  - b) The Civil Rights Act of 1964 regarding discrimination based on race, color, sex, age, handicap, political affiliation or national origin
  - c) Various laws prohibiting participant involvement in political activities.
- The nondiscrimination assurances at 29CFR Part 38.25 apply to this agreement.
- Inform EMI and their contracted sub recipient agency of any collective bargaining action (strike, lockout, walkouts, work stoppage, etc.) at the worksite.
- Inform EMI and their contracted sub recipient agency 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.
- 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 worksite job description(s) will be performed by one (1) participant.

## TERM OF AGREEMENT

Term will take effect **no sooner than:** \_\_\_\_\_ **and end no later than:** \_\_\_\_\_ **unless otherwise noted with required documentation.**

## ALLOWABLE WORK ACTIVITIES:

**A work experience is a planned, structured learning experience that takes place in a workplace for a limited period of time. Work experiences may be paid or unpaid, as appropriate. A work experience may take place in the private for-profit sector, non-profit sector, or public sector**

This service is focused on providing participants with opportunities for career exploration and skill development. A participant's paid or unpaid work experience must be tied to the goals identified in his/her individual service strategy. The following types of services may constitute work experience: employment, pre-apprenticeship programs approved by the Wisconsin Apprenticeship Advisory Council, internships, job shadowing, and on the job training opportunities. This program element also includes any activities that will help the youth prepare for their specific work experience.

- A Work Experience must include academic and occupational education. The types of work experiences include the following categories:
  - Summer employment opportunities/Employment opportunities available throughout the year;
  - Pre-apprenticeship programs;
  - Internships and job shadowing; and
  - On-the-job training opportunities.
- Understanding the academic and occupational education component:
  - Refers to contextual learning that accompanies a work experience;
  - May occur concurrently or sequentially with the work experience;
  - May occur inside or outside the work site;
  - Includes information needed to understand and work in specific industries or occupations; and
  - Can be provided by the employer or provided separately in the classroom or through other means.

For example, if a youth is working in a hospital, the occupational education might be learning about different types of hospital occupations such as a phlebotomist, radiology tech, or physical therapist, whereas the academic education could be learning some of the information individuals in those occupations need to know such as why blood type matters, the name of a specific bone in the body, or the function of a specific ligament.

Labor standards apply in any work experience where an employee/employer relationship exists, as defined by the Fair Labor Standards Act or applicable state law. Additionally, Title I Youth Program funds may not be used to directly or indirectly aid in filling a job opening that is vacant because the

former occupant is on strike or is being locked out in the course of a labor dispute, or the filling of which is otherwise an issue in a labor dispute involving a work stoppage.

## **WORKSITE SUPERVISION**

The supervisory ratio will be at least one (1) adult supervisor to every five to ten (5-10) participants.

The on-site adult supervisor is to be paid by the worksite agency. Justification for any exceptions to these supervisory ratios must be provided to EMI and their contracted sub recipient agency. All worksites must provide constant and firm supervision for all hours when participants are scheduled to work with significant focus placed on the work- readiness skills, academic enhancement, and career exploration.

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. Unless an agency has received prior approval from EMI and their contracted sub recipient agency assigned staff, the current policy established by EMI and their contracted sub recipient agency about absence and tardiness will be enforced.

Participants are required to use timesheets provided by EMI and their contracted sub recipient agency. Worksite supervisors must ensure that the times recorded by the participants reflect accurately the actual numbers of hours worked.

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 to EMI and their contracted sub recipient agency by the worksite for payroll processing by the following Monday at 10:00 a.m., in accordance with the payroll schedule. Emailing a scan is not acceptable.

### **There is a maximum limit of 20 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 work day. Participants are required to return to work immediately after either a designated break or lunch break.

Participants will be paid by check by one of the following methods:

- Worksite Supervisors will pick-up checks or direct deposit slips at EMI and distribute to

participants on scheduled payroll dates.

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

- Hours not worked.
- Time for participation in arts/crafts or recreational activities.
- 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, and EMI and their contracted sub recipient agency. The worksite supervisor will maintain current and accurate time, attendance, work performance, and work activities for the participant, as well as payroll. 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.

Participating worksites must provide EMI and their contracted sub recipient agency staff with a copy of the participant letter of hire prior to the first day of their work experience. 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 their contracted sub recipient agency 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 their contracted sub recipient agency shall attempt to informally resolve the grievance. If this is not possible, the formal EMI Dispute Resolution Policy shall be exercised.

## **HIRING PRACTICES**

To be considered for employment, all youth workers must have enrolled in one of EMI's youth serving programs. **NO** worksite may employ any participant using our funding without prior authorization from EMI and their contracted sub recipient agency staff.

Participants cannot be placed at a worksite if a member of the participants' immediate family is a staff or board member of the Worksite Agency that hires, promotes, establishes salary, or directly supervises the participant. For this Worksite Agreement, the term "immediate family" is defined as: wife, husband, son, daughter, and mother, father, brother, sister, brother-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent or foster child.

## **WORK PERMITS**

All required participants must have valid work permits on file with EMI and their contracted sub recipient agency when hired, in accordance with current Wisconsin Statutes.

## **LIABILITY INSURANCE**

The worksite shall procure and, thereafter, maintain comprehensive general liability (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 worksite.

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 in force insurance policies as outlined below. The employer shall furnish the 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 Worksite 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 the 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 Worksite Agency and its sub-recipients, will at all times during the term of this Worksite Agreement, indemnify and hold harmless the Mayor's Office and EMI and their contracted sub recipient agency.

## **PARTICIPANT REMOVAL**

EMI and their contracted sub recipient agency, reserves the right to remove participants from worksites where the assigned EMI and their contracted sub recipient agency staff finds serious and/or continual violations of regulations or conditions of the Worksite Agreement that are not likely to be remedied by immediate corrective action.

## **TERMINATION CLAUSE**

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

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**CONTINUED ON NEXT PAGE**

**WORKSITE AGREEMENT SIGNATURES**

As the Chief Executive Officer of EMI, I have read this Worksite Agreement and do hereby approve its funding and implementation.

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**CEO, Employ Milwaukee, Inc.**

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Entity/Business Name**

\_\_\_\_\_  
**Authorized Representative (please print clearly)**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Revised: 04.09.26

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.