



# Employ Milwaukee

## WORKSITE AGREEMENT

### GENERAL TERMS

This agreement is made between Employ Milwaukee's contracted sub recipient and the selected employer, to provide work experience and training services to Employ Milwaukee 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 Employ Milwaukee. 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 Employ Milwaukee's participant handbook.
- Inform Employ Milwaukee and their contracted sub recipient agency of any substantial changes in job duties or work schedules prior to the change.
- Allow Employ Milwaukee 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 Employ Milwaukee 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.
- Inform Employ Milwaukee and their contracted sub recipient agency of any collective bargaining action (strike, lockout, walkouts, work stoppage, etc.) at the worksite.
- Inform Employ Milwaukee 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: June 22, 2020 and terminate No Later than: August 09, 2020.**

## **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 Employ Milwaukee 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 Employ Milwaukee and their contracted sub recipient agency assigned staff, the current policy established by Employ Milwaukee and their contracted sub recipient agency about absence and tardiness will be enforced.

Participants are required to use timesheets provided by Employ Milwaukee 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 Employ Milwaukee 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 28 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 Employ Milwaukee 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



Employ Milwaukee 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 Employ Milwaukee 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 Employ Milwaukee staff.

## **GRIEVANCE PROCEDURES**

The employer shall establish and maintain complaint/grievance and appeal procedures that conform to applicable federal and state requirements and Employ Milwaukee'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, Employ Milwaukee 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, Employ Milwaukee and their contracted sub recipient agency shall attempt to informally resolve the grievance. If this is not possible, the formal Employ Milwaukee Dispute Resolution Policy shall be exercised.

## **HIRING PRACTICES**

To be considered for employment, all youth workers must have enrolled in one of Employ Milwaukee's youth serving programs. **NO** worksite may employ any participant using our funding without prior authorization from Employ Milwaukee 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 Employ Milwaukee 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 Employ Milwaukee 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 Employ Milwaukee 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 Employ Milwaukee and Milwaukee County are held harmless against claims arising from the ownership.

All insurers under this Worksite Agreement shall be reviewed by the appropriate Employ Milwaukee 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 Employ Milwaukee staff.

### **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, EQUAL EMPLOYMENT OPPORTUNITY, & 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. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I – financially assisted program or activity. The employer understands that the United States has the right to seek judicial enforcement of this assurance.

This covers eligibility for and access to service delivery, and treatment in all programs and activities. Employees of the Employer are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.



ii. Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the bases of race, color, and national origin.

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. The employer also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the employer's operation of the WIOA Title I – financially assisted programs.

#### Equal Employment Opportunity.

i. The Employer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Employer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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.

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 race, color, religion, sex, sexual orientation, gender identity, or national origin.

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.

### Compliance.

i. EMI will take constructive steps to ensure the employer complies with all non-discrimination, affirmative action and civil rights laws and regulations. The employer agrees to comply with Civil Rights monitoring reviews performed by EMI, including the examination of records and relevant files maintained by the employer. The employer further agrees to cooperate with EMI in developing, implementing, and monitoring corrective action plans that result from any reviews.

ii. Failure to comply with the above nondiscrimination and equal opportunity provisions will require corrective actions to eliminate violations to be submitted to EMI within fifteen (15) working days or the employer may incur sanctions. Sanctions may include: 1) withholding of reimbursable payments submitted to Employer; or 2) termination of contract.

### **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 Employ Milwaukee and their contracted sub recipient agency.

### **PARTICIPANT REMOVAL**

Employ Milwaukee and their contracted sub recipient agency, reserves the right to remove participants from worksites where the assigned Employ Milwaukee 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**

Employ Milwaukee 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.



**WORKSITE AGREEMENT SIGNATURES**

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

\_\_\_\_\_  
**CEO, Employ Milwaukee, Inc.** **Date**

As the authorized representative for (insert worksite name) I have read this Worksite Agreement, and both accept and will adhere to the requirements set forth.

\_\_\_\_\_  
**Worksite Agency (name)**

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

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

Employ Milwaukee is an Equal Opportunity Employer/Service Provider and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Auxiliary aids and services are available upon request to individuals with disabilities or language needs.

This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it.