

# workforce solutions

## ADULT WORK EXPERIENCE PROGRAM WORKSITE AGREEMENT

WORKFORCE SOLUTIONS (WS) as the Regional Workforce Development Board, and

\_\_\_\_\_ whose address is \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as the Company, agree to the following terms of this Agreement.

### 1. Program Overview

The Adult Work Experience Program shall consist of paid work experience, wherein a participant referred by WS to the Company is introduced to activities with the rigors, demands, rewards, and sanctions associated with holding a job reinforced during the program. Under the guidance and supervision of the Company and in accordance with the work experience description attached hereto, the participant should be provided meaningful work experience that will help them to receive the training and experience that is required to be successful in the job. It is understood by WS and the Company that no legal employer-employee relationship is created or exists between the Company and the participant.

### 2. Period of Agreement

This work site agreement, # ADWE 09-\_\_\_\_\_, shall begin on \_\_\_\_\_ and end no later than \_\_\_\_\_. No participant shall begin work until this Agreement is fully executed by both the Company and WS.

### 3. Work Experience Period and Limitations

Participants may work up to 40 hours/week. The hours and length of the WE may vary by work site and are negotiated with the worksite employer. Participant(s) may work for no longer than six (6) months or until this Agreement's end date, whichever occurs first.

### 4. Responsibilities of Company

The following are responsibilities of the Company. The Company accepts and agrees that it shall:

- A. make available suitable work experience(s) at its worksite(s) and in the respective occupation(s) described in the work experience

description(s) attached and hereby made a part of this agreement, for those eligible WS participants who are selected and referred to the Company by WS.

- B. notify WS immediately if any participant referred by WS would be directly supervised by a member of that person's immediate family.
- C. assign worthwhile and meaningful work to participants during the entire time they are at the work site in accordance with the approved work experience description(s). Duties other than those in the attached approved work experience description(s) must be predetermined and mutually agreed upon by the Company and WS.
- D. direct and supervise participants' work activities and training in accordance with their work experience description(s).
- E. assure that it will have supervisory personnel who will act as work site supervisors for each of the Company's work sites so as to provide for continuous on-site supervision and training of participants at a ratio of staff to participant(s) of no more than 1:1.
- F. orient and train their work site Supervisory personnel including any alternate staff directly responsible for the supervision of participants as to the Company's responsibilities and obligations under this Agreement.
- G. notify WS immediately of any temporary and/or ongoing changes in the designation of personnel who will be supervising the participant(s).
- H. be accountable for maintaining WS participant time sheets, supervising the proper completion

- of time sheets by each participant, approving participant time sheets if all the prior requirements are met, and submitting these "timesheets" in a timely manner in accordance with WS payroll procedures.
- I. require participants' conformance with the Company's Personnel Rules of Conduct such as dress code, office etiquette, etc.
  - J. ensure that all sites where participants will be assigned are sanitary and safe, drug-free environments in accordance with health and safety standards established by State and Federal law.
  - K. ensure that all required safety supplies and equipment are used in the proper manner for the intended use and in accordance with all laws, including child labor laws where applicable.
  - L. conform to normal routines and functions befitting a reasonable business establishment, including, but not limited to, appropriate supervision on the premises at all times, displaying positive work habits, maintaining safe working conditions, and appropriate attire.
  - M. inform WS immediately should an accident or injury occur at the work site affecting or involving a participant and require the participant to complete a first report of injury form.
  - N. notify WS by telephone of any problem or concern regarding a participant's performance at a work site as soon as possible, but at least within 24 clock hours of when the problem is identified.
  - O. not discriminate against any participant or potential participant because of race, color, religion, sex, national origin, age, disability, political affiliation or belief, creed or marital status.
  - P. ensure that participants receive fair and impartial treatment and that participants shall not be subjected to harassment of any type or form.
  - Q. ensure that the following general working conditions are complied with:
    - 1) this work experience position(s) shall not result in the displacement of current employees;
    - 2) there shall be no partial displacement (reduction of hours worked, wages or employment benefits) of currently employed workers nor replacement of laid-off workers by the work experience participant(s);
    - 3) there shall be no infringement of promotional opportunities for regular employees; and
  - 4) participants shall receive comparable working conditions and non-payroll benefits such as rest breaks, lunch, etc. as other current employees;
  - R. ensure that the participants will not be employed at a casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
  - S. ensure that participants will not be employed in the building, operating, or maintaining of any part of any building which is used for sectarian instruction or as a place of worship.
  - T. ensure that this agreement will not impair existing contracts for services or a collective bargaining agreement between the Company and other parties, nor will this agreement assist, promote or deter union organization.
  - U. ensure that a work experience participant under this agreement will not assist with political or lobbying activities or any activity designed to influence legislation or appropriation pending before the Congress of the United States.
  - V. not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the prior written approval of WS.
  - W. maintain all records and files pertaining to the operation of this Agreement and any amendment hereto for three (3) years following expiration of this Agreement. Records and files shall include, but not be limited to, time and attendance sheets, supervisor assignments, this Agreement, etc.
  - X. monitor to ensure that all participants at all work sites are only performing work activities as identified in the work experience description attached hereto and that the Company is complying with this Agreement. The Company shall notify WS of any changes to the required work hours, work experience description, and/or if the work has been completed and the job needs to end.
  - Y. immediately advise WS in writing of any actions, suits, claims or grievances filed against the Company, WCF, State of Florida, federal officials or participants that in any way relates to this Agreement.
  - Z. allow WS, the Governor of the State of Florida, or any of its agents and/or subcontractors, and the US Department of Labor (DOL) access to the Company's work site(s) at all reasonable hours for such purposes as monitoring the program, counseling the participants, etc.
  - AA. adhere to all employment and applicable child labor laws. See <http://WWW.youthrules.dol.gov/about.htm> and

<http://www.osha.gov.teens> for details on child labor laws.

- BB. maintain the confidentiality of any information regarding participants or their immediate families which may be obtained from forms, discussions or other sources. Without permission of the participant, such information shall be divulged only as necessary for purposes related to the performance of this Agreement.
- CC. consider all work experience participants for any unsubsidized job openings which may occur with the Company, if participants meet the necessary qualifications for the openings.

### **5. Responsibilities of WS**

WS accepts and agrees that it shall

- A. recruit, select and refer participant(s) eligible for this work experience program to the Company.
- B. assist the worksite supervisor in resolving any problems concerning the participants' performance on the work experience.
- C. hear all grievances concerning program participant's performance at the worksite in accordance with WS's participant grievance procedures.
- D. provide counseling and supportive services to participants as the need is identified and budget allows.
- E. collect timesheets and be responsible for distributing participant paychecks dependent on Company's timely submission of properly completed and signed timesheets.
- F. WS shall be responsible for employing the participants, paying participants for all actual hours worked, and providing Workers' Compensation coverage for all participants. *Note, no fringe benefits or holiday pay is provided to these temporary youth workers.*
- G. monitor the activities under this Agreement at the work site(s) at reasonable hours and as frequently as the authorized representatives of WS may deem necessary in order to assure the work experience is constructive for the participant and that all provisions of this Agreement are being carried out. Require corrective action within specified time periods or remove participants from work sites without prior notice other than a written notification to be delivered to the Company at the time of the removal. This action may be taken when WS, the Governor of the State of Florida, or DOL finds serious or continual violations of rules or laws, where violations are not being remedied, or where WS, the Governor of the State of Florida or DOL find noncompliance on any of the terms or conditions under this Agreement.

- H. furnish the Company with copies of all procedures, forms, etc. which it deems necessary for the proper conduct by the Company.

### **6. Hold Harmless**

Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

In agreeing to provide direction, training and supervision of the participant, the Company understands that this does not make WS liable to the Company or any third party by reason of any future act or failure to act by any participant on or off the worksite.

### **7. Changes to the Agreement**

This agreement may be modified or amended as necessary by the issuance of a written modification, signed and dated by both parties. The modified or amended agreement is non-binding until signed by all parties.

### **8. Termination**

This Agreement may be terminated as follows:

- A. WS or the Company may terminate the Agreement for convenience upon ten- (10) business days prior written notice to the other party.
- B. WS may terminate this Agreement in whole or in part at any time and without notification when the WS CEO, in his/her sole judgment, determines that:
  - 1) the Company has failed to comply with any of the provisions contained in this Agreement or any modification hereto;
  - 2) the Company fails to perform in whole or in part under this Agreement or fails to take corrective action after receiving oral or written requests to do so within an appropriate time period as may be stipulated by WS; or
  - 3) the United States Department of Labor or State of Florida fails to provide adequate funds, reduces, eliminates or otherwise terminates the program under which this Agreement is written.

### **9. Notice**

Other than as provided herein, notice shall be required to be given to WS under this Agreement, and shall be

sufficient when hand delivered or mailed to WS at its office at 584 NW University Blvd., Suite 100, Port St. Lucie, FL 34986, attn: CEO. All notices required to be given to the Company under this Agreement shall be sufficient when hand delivered or mailed to the Company at its office located at the address identified in paragraph one, page one of this Agreement.

**10. Controlling Laws**

This agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

IN WITNESS THEREOF, the parties hereto having been duly authorized and representing that they have the power and authority to execute this Agreement and perform the responsibilities specified herein have made and executed this Agreement on the respective dates under each signature.

**COMPANY:** \_\_\_\_\_

**WORKFORCE SOLUTIONS (WS)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Title

\_\_\_\_\_  
/                      /  
Date

\_\_\_\_\_  
/                      /  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email