

Type of Agreement: Paid Work Experience Paid Internship

This **Non-Financial Agreement** is entered into between the **Workforce Solutions of Central Texas** and (enter Worksite Name) _____ hereafter referred to as the **Worksite**.

The **Worksite** agrees to provide planned, structured learning experiences under the following provisions, for the trainee identified below:

Employee Name _____
FIRST MI LAST SUFFIX

1. The employee will work no more than 40 hours per week, starting _____ (Mon/Day/Year). The total number of hours for this agreement is _____ hours of paid participation. These are the only wages for which **Workforce Solution of Central Texas** will be liable.
2. Employee wages will be paid by Workforce Solutions of Central Texas congruent to the availability of funding. Compensation shall be \$ _____ per hour for all hours worked as part of the workplace training under this agreement. In the event of a funding deficiency, worksites will be notified and employee participation may cease.
3. The **Worksite** will give the employee work experience that enables him/her to gain exposure to appropriate work behaviors and general worksite requirements. Training should help the employee acquire the knowledge and skills needed to obtain a job and advance in employment. If appropriate, the training may provide the employee with opportunities for career exploration and skill development.
4. The training shall be appropriately supervised including the maintenance of standards of attendance and worksite performance. The **Worksite** shall maintain time and attendance records for accountability and under payroll requirements as outlined in the Orientation Handbook. The **Supervisor** shall complete the Attendance and Work Progress Report daily. Additionally, the **Worksite** shall e-mail the completed Attendance and Work Progress Report to the assigned Case Manager.
5. The **Worksite** shall comply with the attendance policies as follows.

An employee that is late for work or is absent and does not call in shall be given a verbal warning by the **Supervisor** and the Case Manager on the first and second offenses. On the third offense, the employee shall be removed from the worksite. The **Supervisor** is responsible for notifying the Case Manager in all instances.

6. Workforce Solutions of Central Texas provides Workman's Compensation to the employee. The employee is covered while participating in this work experience/internship for the authorized number of hours specified in this agreement. The Worksite agrees to take immediate action to ensure the employee receives medical attention and to notify the Case Manager, and the employee's emergency contact. The Supervisor shall assist the Case Manager in the completion of the "First Report of Injury."

7. **The worksite** shall provide a detailed explanation of all job requirements to the employee. Using the job requirements provided by the **Worksite**, the Case Manager will provide the **Worksite** with a written job description for the employee. The job description is an attachment to the Worksite Agreement.
8. The **Worksite** shall provide the employee and the Case Manager with a set of safety rules and/or an explanation of conditions required for safe working practices.
9. Because of the use of government funding to pay wages, the **Worksite** shall ensure the employee is not participating in any activity that could be construed as religious during working hours.
10. The **Worksite** shall comply with applicable provisions of the Workforce Innovations Opportunity Act of 2014 and with applicable rules and regulations, including, but not limited to, the following:
 - a. No employee shall be denied employment, excluded from benefits, or suffer discrimination because of race, color, sex, national origin, age, handicap, political affiliation, or belief.
 - b. Employees shall not be employed on the construction, operation, or maintenance of any facility that is used or to be used for sectarian instruction or as a place for religious worship.
 - c. Activities provided under this agreement shall not be used to assist, promote, or deter union organizing.
 - d. No currently employed worker shall be displaced by any employee; this includes partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits.
 - e. Activities provided under this agreement shall not involve political activities or lobbying activities.
 - f. No employee may be hired or supervised by any employee of the **Worksite** who is related to the employee within the second degree by affinity or third degree by consanguinity.
 - g. Appropriate health and safety standards for work and training situations will be maintained under all applicable local, state, and federal laws and regulations.
 - h. Employment and training conditions will be appropriate and reasonable in terms of geographic region, work responsibilities, travel requirements, and the employee's proficiency.

The **Worksite** agrees to maintain the confidentiality of any information regarding employees or their immediate families; requests for such information should be forwarded to the Case Manager.

11. In the event employees under this agreement are 16 or 17 years of age, the **Worksite** agrees not to employ them in any of the occupations listed on the next page which have been declared to be hazardous for 16 and 17 year-old individuals by the Secretary of Labor.



Worksite Agreement

- a. Manufacturing and storing explosives
- b. Motor-vehicle driving and outside helper
- c. Coal mining
- d. Logging and sawmilling
- e. Power-driven woodworking machines
- f. Exposure to radioactive substances
- g. Power-driven hoisting apparatus
- h. Power-driven metal-forming, punching, and shearing machines
- i. Mining, other than coal mining
- j. Slaughtering, meat-packing, processing, or rendering
- k. Power-driven bakery machines
- l. Power-driven paper-products machines
- m. Manufacturing brick, tile, and kindred products
- n. Power-driven circular saws, band saws, and guillotine shears
- o. Wrecking, demolition, and shipbreaking operations
- p. Roofing operations
- q. Excavation operations

Sanctions for violation of the Child Labor Laws include a civil penalty of up to \$1,000.00 to employers. Also, in the case of willful violation a fine up to \$10,000.00 is authorized; or, for a second offense committed after the conviction of such person for a similar offense, for a fine of not more than \$10,000.00; or imprisonment for not more than six (6) months, or both. The **Worksite** will be responsible if violations occur.

The **supervisors** responsible for directing and supervising the daily work activities of the employee at the **Worksite** are:

Primary Supervisor _____ Job Title _____

Alternate Supervisor _____ Job Title _____

Alternate Supervisor _____ Job Title _____

This agreement, consisting of the Worksite Agreement, Orientation Handbook, and the employee’s job description is approved and accepted on behalf of the Worksite and Workforce Solutions of Central Texas.

_____ Printed Name _____
 _____ Title _____ Signature Date _____
 Worksite Signatory Authority Signature

Address _____ City _____ ST _____ Zip _____

Phone _____ Email _____

_____ Printed Name _____ Signature Date _____
 Worksite Signatory Authority Signature

_____ Phone _____ Email _____