



FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD
TRANSITIONAL JOBS WORKSITE AGREEMENT

This Transitional Jobs Worksite Agreement describes the terms and conditions between (Provider of Services/Employer of Record) and (Worksite Host Employer). The term of this AGREEMENT is from to unless terminated sooner. The Provider of Service will act as the employer of record for the participant and provide all payroll and associated costs (i.e. workers' compensation, taxes, etc.) Should the Provider of service stop being the employer of record for the participant during the term of this AGREEMENT, the AGREEMENT shall automatically terminate and the Provider of Service will immediately notify the WORKSITE of such termination.

Provider of Services Address: ; Phone: ; Email:

Employer Address: ; Phone: ; Email:

Participant Name: ; WIOA State ID #: ; Maximum Hours:

Total Agreement Amount: \$. This amount is inclusive of employee hourly wage, all applicable payroll taxes, workers compensation insurance and any other applicable fees. Employee hours wage must be equal to or more than the current California/local minimum wage.

Approvals

Participant

I have reviewed the Transitional Jobs Worksite Agreement's General Provisions, the Transitional Jobs Training Plan, and the Verification of Safety Training and agree to comply with the requirements therein. I hereby acknowledge that the Transitional Jobs activity described in the attached training plan is within my occupational interest. Furthermore, I have reviewed and accept all conditions as outlined in the training plan and this agreement.

Participant Name Participant's Signature Date

Worksite Employer Host

I have reviewed the Transitional Jobs Worksite Agreement's General Provisions, the Transitional Jobs Training Plan, and the Verification of Safety Training and agree to comply with the requirements therein. As an authorized agent of the transitional jobs Employer, I hereby acknowledge that the Employer understands and agrees to the requirements set forth in this agreement, the general provisions and the transitional jobs training plan.

Print Authorized Worksite Staff Name Authorized Worksite Staff Signature Date

Provider of Services/Employer of Record

I hereby acknowledge and accept all conditions as set forth in this agreement, the general provisions and the transitional jobs training plan.

Authorized Staff Name Authorized Staff Signature Date

## General Contract Provisions

### The Worksite/Worksite Supervisor agrees to:

1. The Provider of Services will compensate the participant directly on the basis of actual on-site training hours. The Worksite Supervisor will provide the Provider of Services with an accurately completed and approved timesheet, signed in ink by both the participant and the designated supervisor. The Provider of Services will provide Worker's Compensation insurance, and will pay all applicable payroll taxes. No overtime hours will be allowed; however, if overtime compensation becomes due to a participant, the worksite employer agrees to reimburse the Provider of Services for the overtime compensation costs incurred.
2. **Work Assignment:** Provide productive work assignments, as agreed upon in the Transitional Jobs Training Plan by the Provider of Services and worksite employer, and assure that adequate work is available to keep participant participants busy during working hours. If the Worksite Employer determines that a change of job duties is necessary, the Transitional jobs Training Plan must be revised with the new/additional job duties and the Provider of Services must provide its prior written approval.
3. These provisions do not establish an employer/employee relationship between the employer and the participant. The Provider of Services will be the employer of record, and the relationship between the employer and the participant is one of trainer/participant.
4. **Safety Training:** Provide safety instructions necessary to reasonably protect the participant against injury, and provide them with necessary equipment to carry out training responsibilities and duties. The worksite supervisor will not allow the participant to use any tools, equipment, or machinery until such time as the Verification of Safety Training has been completed, and understands and agrees that the participant participants are prohibited from beginning work assignments until they have been adequately trained and qualified to perform such work assignments.
5. **Work Schedule:** Each Participant's dates of placement, maximum number of allowable hours, and work schedule will be outlined in his or her Transitional jobs Training Plan. The worksite employer is responsible for paying any hours worked over the maximum hours allowed or after the last day of work outlined in the Training Plan, unless an extended end date is requested and approved by the Provider of Service.

An onsite Supervisor must be available during all scheduled work hours, including weekend hours, if any, and the Provider must have staff available on-call to respond to any emergencies or concerns.

Any change from the originally agreed upon schedule, job duties or placement dates must be pre-approved by provider staff.

6. **Time Sheet Responsibilities:** Require that Participants accurately and completely record all hours worked on paper or electronic time sheets provided by the Provider and verified by the Worksite Supervisor. Worksite Supervisors are encouraged to review each Participant's time sheet, whether paper or electronic, at the end of each week to insure that time records accurately report the actual hours worked and do not record any hours for unexcused absences, lunch breaks, hours not worked or recreational activities not approved by the Provider.
7. **Supervision:** Provide adequate full-time adult supervision of each Participant by paid staff members (non-volunteer) and timely, constructive feedback, with a maximum ratio of one (1) adult Worksite Supervisor to two (2) Participants. The Provider will consider the number of on-site supervisors and a facility's physical size in placement decisions; more than two (2) participants may be placed at one (1) site **only if** the participants are separated physically - in different departments or on different floors. When the Worksite Supervisor assigned to each Participant is unavailable, ensure an alternate supervisor is designated. The Worksite should, whenever possible, inform the Provider if a new supervisor is assigned to the Participants. Assure that sufficient training, materials and equipment are available to carry out work assignments.
8. **Performance Reviews:** Prepare and submit participant mid-point and post evaluations as required by Fresno Regional Workforce Development Board (FRWDB) policy and per the guidelines of the Supervisor's Handbook. The Mid-point performance review should include recommendations to improve the performance of the participant or should document the basis for a decision to terminate further worksite training, if necessary. The final performance review should indicate whether the participant will be retained as a full-time employee.
9. **Worksite Monitoring:** Allow Provider of Services, FRWDB, State of California, and/or Department of Labor representatives to monitor all conditions and activities involved in performing this agreement. The Worksite Supervisor must assure the following:
  - a. No currently employed worker will be displaced by a participant. This includes partial displacement such as reduction in hours of non-overtime work, wages, or employment benefits.
  - b. No training assignment will infringe upon the promotional opportunities of currently employed individuals.
  - c. No participant shall be placed in a position substantially equivalent to positions for which employees have been laid off.

- d. Ensure that Participants do not engage in political, labor organizing, religious, or non-work related fundraising activities during work hours.
  - e. The participant will not assist in the operation or maintenance of that part of any facility that is used for religious instruction or worship.
  - f. Appropriate standards of health and safety and a drug free workplace will be maintained.
  - g. Adequate insurance will be in effect at all times.
  - h. Comply and cooperate with audit surveys, audits, and any request by the State of California Department of Labor, Comptroller General, or FRWDB to secure an audit or audit waiver in compliance with Public Law 97-300 Section 164 or the Single Audit Act.
10. **Nepotism.** Not provide a training assignment under this program for a member of the owner of the Worksite's immediate family.
  11. **Subcontract.** Not subcontract the services of the participant provided under this agreement.
  12. **Transportation.** Ensure that the Participant does not operate a motor vehicle and is not transported offsite to attend meetings or work at different sites during the work day without the express written approval of provider staff in advance.
  13. **Insurance.** Certify that there will be in effect, throughout the term(s) of training, proper personal and property liability insurance, and if required, appropriate bonding. The worksite shall provide proof of said coverage prior to the participant commencing training.
  14. **Collective Bargaining.** Obtain the concurrence of the appropriate bargaining entity, when a collective bargaining agreement exists, in order to ensure compliance of the prescribed training with the terms of said agreement.
  15. **Confidentiality.** Insure participant is aware of any Worksite policies and procedures with respect to protecting confidential information from disclosure, except to authorized persons.
  16. **Discipline.** Not initiate discipline on the participant without the written concurrence of the Provider of Services.
  17. **Participant File Folder onsite.** Maintain a list of Participants, their work assignments, schedules, and emergency card at each worksite.
  18. **Hot and Inclement Weather and Drinking Water.** Provide adequate indoor work to occupy Participants during inclement weather and periods when the temperature reaches 105 degrees Fahrenheit, when the regular Worksite is designated as out-of-doors.  
  
 Provide adequate cool water, access to shade and extra rest periods for Participants when the temperature exceeds 95 degrees Fahrenheit. Insure Participants know how to recognize the symptoms of heat stroke and heat exhaustion and what to do.  
  
 Provide access to an on-site source of heat, extra rest periods, and thermal insulating materials on equipment handles for Participants when the temperature drops below 30 degrees Fahrenheit.
  19. Comply with all applicable federal, state, and local laws and regulations relating to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration ("OSHA") laws and regulations, Americans With Disabilities Act (the "ADA") and its regulations, and the Fair Employment and Housing Act (the "FEHA") and its regulations.
  20. **Compliance with OSHA.** Worksite Supervisor, Service Provider, and FRWDB shall, consistent with the manner described in this section, comply with all federal and state OSHA regulations, which apply to the participant assigned to Worksite Supervisor's location. The following describes the general obligations of worksite employer with regard to OSHA compliance:
    - a. FRWDB and/or Service Provider shall provide that its employees are trained in general safe work practices prior to commencement of services for Worksite Supervisor. Worksite supervisor shall provide that the participant is trained with regard to the specific hazards of and safe work practices before commencing such work and/or training.
    - b. FRWDB and/or Service Provider may inspect Worksite Supervisor's worksite before assigning participant to work there. Fresno Area Workforce Investment Corporation and/or Service Provider may do so thereafter on a periodic basis, with prior notification.
    - c. Upon request by FRWDB and/or Service Provider the Worksite Supervisor will provide documentation of the completion of their OSHA obligations under this section. Worksite Supervisor will include training in its exposure monitoring and sampling programs for the purpose of quantifying employee exposures to chemical, physical, and biological hazards in the participants' assigned tasks. Worksite Supervisor will inform participant of the results of such monitoring and sampling in accordance with OSHA requirements. FRWDB, Service Provider, and any participant will be informed of any suspected or known employee exposure

in excess of OSHA permissible exposure limits, immediately following Worksite Supervisor's first knowledge of such overexposure.

21. The Worksite Supervisor is to notify the Provider within 24 hours of any accidents, special situations, or unusual occurrences. If a Participant is injured or becomes ill, provide first aid or medical attention and notify the Provider immediately, no matter how minor the injury. No more than 24 hours after notice of the injury or illness, the Worksite Supervisor shall file all forms required by the Provider. Furthermore, the Worksite shall cooperate with any injury or illness-related reporting requirements deemed necessary by Provider.
22. **Compliance with Equal Employment Opportunity (EEO) laws:** Worksite Employer and Provider of Services shall, consistent with the manner described in this section, comply with all federal, state, and local laws requiring equal employment opportunity, and prohibiting discrimination, harassment, and retaliation in the workplace. The following describes the general obligations of the parties with regard to compliance with EEO and nondiscrimination obligations:
  - a. Provider of Service will provide Worksite Supervisor and participant with Provider of Service's policies against harassment, discrimination, and retaliation in the workplace upon assignment of any participant to Worksite Supervisor's location, and Service Provider will ensure that the participant is trained on the application of said policies against harassment, discrimination, and retaliation.
  - b. Worksite Supervisor will ensure that Provider of Service's policies against harassment, discrimination, and retaliation are effectively implemented and followed in all respects.
  - c. Worksite Supervisor will report immediately to Provider of Service and to the FRWDB, any information that might constitute a violation of EEO policies against harassment, discrimination, or retaliation, whether such information is a formal complaint or any other information giving notice of a potential violation of FRWDB's policies.
  - d. Worksite Supervisor will cooperate with Provider of Service and FRWDB with respect to investigating promptly any complaint of harassment, discrimination, or retaliation, and with respect to implementing any corrective action that is reasonable or necessary to ensure that FRWDB's policies against harassment, discrimination, and retaliation are fully and effectively enforced. Upon the written request of FRWDB, either Worksite Supervisor or Service Provider will be given the primary responsibility to investigate any complaints of noncompliance with the FRWDB's EEO and nondiscrimination policies and to take any corrective action. Worksite Supervisor and Service Provider will provide FRWDB with copies of all documents relating to the investigation and any corrective action taken.

### TRANSITIONAL JOBS TRAINING PLAN

Participant Name:	State ID#	Contract #
Worksite Name:	Provider:	
Worksite Location:	Provider Address:	
<u>Worksite Supervisor</u> Name:	<u>Provider Staff Name</u> Name:	
Title:	Title:	
Phone:                      Email:	Phone:                      Email:	
<u>Alternate Supervisor</u> Name:	Provider Program Manager: Name:	
Title:	Title:	
Phone:                      Email:	Phone:                      Email:	
Participant Job Title: Department (if any)	Work Schedule:	
Dates of TJ Placement:		
Participant may work a maximum of _____ hours per week and a maximum of _____ total hours during TJ placement.		

The participant shall be compensated for actual hours at the rate of 100% of the hourly wage, not to exceed eight (8) hours per day, and not to exceed 40 hours per week.

#### **TRAINING PLAN**

**Primary Tasks / Job Duties (Mandatory) – Clearly describe the work this participant will perform:**

- 1.
- 2.
- 3.
- 4.

And other duties as assigned:

**List any equipment, tools, machinery or chemicals this participant will use, i.e. gardening tools, cleaning supplies, computer:**

#### **SPECIAL EMPLOYMENT NEEDS**

**Describe any special equipment or clothing this participant will need to have, i.e., uniforms, safety glasses, work boots, etc.**

**Describe your expectations for employee dress:**

**Transportation issues:**

## VERIFICATION OF SAFETY TRAINING

PARTICIPANT NAME: \_\_\_\_\_

WORKSITE NAME: \_\_\_\_\_ CONTRACT # \_\_\_\_\_

This worksite shall prohibit this Participant from using any tools, equipment, and machinery for which training has not been provided. Worksite Supervisor/Authorized Worksite Staff must provide Safety Training and complete this form with the participant prior to allowing the participant the use any tools, equipment and machinery.

My signature below attests that:

1. The facility has a written safety policy that applies to this worksite.
2. A qualified instructor has provided this participant:
  - a. Training on the worksite's safety rules and regulations.
  - b. Detailed instructions in the use of all the tools, equipment, and machinery listed in Section A. which this participant will utilize in the performance of his/her job.
  - c. Training in emergency procedures.
  - d. Training in the Worksite Supervisor's Injury and Illness Prevention Program (IIPP), emergency action and fire prevention plans, and all other site-specific safety rules and safety and health programs pertinent to this participant's work assignments.
3. This worksite shall abide by all applicable ADA and CalOSHA safety regulations.
4. This worksite shall prohibit this participant from using any tools, equipment, and machinery for which training has not been provided.
5. The following is a complete list of all tools, equipment, and machinery this participant will utilize in the performance of his/her job:

<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____

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**Worksite Supervisor Signature**

**Date**

I have been trained in the use of all tools, equipment, and machinery listed above, and I agree to use only those tools, equipment, and machinery on which I have been trained. I have also been given an orientation on the worksite's safety policies.

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**Participant Signature**

**Date**