

Work Experience General Assurances

The **EMPLOYER** agrees to provide constructive and meaningful work experience and training activities for the youth participant as follows and ensure that:

- Each worksite supervisor shall be provided a Supervisor Orientation for the program
- The Participant duties and activities are described in the training plan
- The EMPLOYER shall provide the participant with a formal orientation to the requirements of the job, work rules, expectations, hours of work, and any other special requirements of the EMPLOYER.
- The worksite will provide a sufficient quantity of work/training to fully occupy participant.
- The worksite will provide all necessary materials, supplies and equipment for the purpose of completing assigned tasks.
- The worksite supervisor shall maintain close liaison with program staff regarding:
- Participant performance and behavior
- Immediate notification of irregular or lack of attendance
- Immediate notification of injury on the job
- The EMPLOYER shall be responsible for reporting to the AGENCY immediately regarding termination of participants.
- The EMPLOYER agrees to provide the instruction, supervision of employees, equipment tools, etc. that are necessary for the participant to conduct their job duties.
- The EMPLOYER will agree to absorb the financial liability for any costs that may result from participant damage.
- Ensure that accurate time and attendance records are completed on a daily basis and that the hours recorded will only reflect the hours the participant worked.

MONITORING: The employer understands that the agency, Division of Workforce Development, U.S. Department of Labor, or other such related agencies may monitor this worksite to ensure compliance with rules and regulations.

EMPLOYEE DISPLACEMENT/REPLACEMENT: No participants shall displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of date of participation). A participant in a program or activity may not be employed in or assigned to a job if:

- (1) Any other individual is on layoff from the same or any substantially equivalent job;
- (2) The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the participant; or
- 3) The job is created in a promotional line that infringes in any way on the promotional opportunities of current employed workers.
- 4) Regular employees and program participants alleging displacement may file a complaint under the applicable grievance procedures found at §667.600 (WIA sec. 181.)

WORKERS COMPENSATION: The AGENCY is responsible for job related injuries to the participant and will provide insurance through Workers Compensation or other adequate medical and accident insurance. The EMPLOYER/worksite supervisor MUST contact the program staff immediately upon a workplace injury of a participant and complete the necessary forms.

HEALTH AND SAFETY: No trainee will be permitted to work or train in buildings or surroundings under working conditions that are unsanitary, hazardous, or dangerous to the trainee's health or safety. Participants employed or trained in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.

The **EMPLOYER** agrees to maintain sanitary facilities, safe working conditions, within a drug-free workplace and compliance with the OSAH and Child Labor Laws and age laws of the Fair Labor Standards Act (FLSA) provided to the training site by the program staff.

INAPPROPRIATE ACTIVITIES: Will not place youth in unapproved activities.

If youth are assigned to unapproved activities, participant(s) will be immediately removed from training site. Training site assumes full responsibility and liability for those youth engaged in unapproved activities.

- No participant will be allowed to perform work activities at or for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

SECTARIAN ACTIVITIES: Under 29 CFR 37.6(f), the employment or training of participants in sectarian activities is prohibited, except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants.

- **Employment or training** of participants in sectarian activities is prohibited. This limitation is more fully described at 29 CFR 37.6(f)(1). Under 29 CFR 37.6(f)(1), participants must not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship.

NEPOTISM: No participant may be placed in an employment activity of a member of that person's immediate family is directly supervised by or directly supervises that individual.

UNION COMPLIANCE: The EMPLOYER/AGENCY will ensure this work experience will not impair existing contracts for services or collective bargaining agreements. When a program or activity authorized under title 1 of WIA would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins. (29CFR 667.270(b))

DISCLOSURE OF CONFIDENTIAL INFORMATION: The EMPLOYER agrees to maintain the confidentiality of any information regarding applicants and trainees, or their families, which may be obtained through application forms, interviews, tests, reports from public agencies, counselors or any other source.

EQUAL OPPORTUNITY: The EMPLOYER agrees not to discriminate against any participant because of age, race, creed, color, religion, political belief or affiliation, sex, national origin, ancestry or disability. The EMPLOYER further agrees that it will take affirmative action to ensure that applicants are employed, and that employees are treated without discrimination during employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation and selection for training, including apprenticeship. (WIA Section 188)

AMERICAN WITH DISABILITIES ACT: The EMPLOYER shall comply with the Americans with Disabilities Act of 1991, Public Law 101-336, or as amended and associated code of federal regulations published in the Federal Register as applicable to the EMPLOYER directly or indirectly as recipients of contracted funds for the State of Missouri.

The **EMPLOYER** will perform its duties in accordance with the Workforce Investment Act and the American Recovery and Reinvestment Act (ARRA) and the regulations, procedures and standards promulgated there under, as well as any subsequent legislation, regulations, procedures and standards enacted in substitution or in addition thereto.

RELATIONSHIP OF PARTIES: The EMPLOYER does not become the agent of the AGENCY for any purpose pursuant to this contract and will make no representation of any such agency. In agreeing to employ and provide training for trainee, the EMPLOYER understands that this does not make the trainee an employee or agent of the AGENCY.

TERMINATION OF AGREEMENT: The performance of work under this agreement may be terminated by the AGENCY when, for any reason, it is determined that such termination is in the best interest of the program. Termination may also occur with it has been determined that the EMPLOYER has failed to provide any of the training specified or failed to comply with any of the other provisions contained in the agreement.

AVAILABILITY OF FUNDS: This contract is predicated on the continuing availability of funds from the Division of Workforce Development.