

CWP Policy/Procedure Transmittal

Policy and Procedures Transmittal Number: 24-02 Effective Date: February 6, 2024

To:

CWP Staff and Subrecipient Staff

Julie Watson, Compliance & Accountability Administrator From:

February 6, 2024 Issue Date:

Subject: **CWP Worksite Agreement**

With this transmittal, CWP is issuing the CWP Worksite Agreement to be used by all CWP service providers that provide work experiences to adult and/or youth participants, as defined by CWP's Policy 2-60 Work Experience. Subsidized employment, transitional employment and paid internships are types of work experience.

In addition to being attached to this transmittal, the CWP Worksite Agreement can be found in Section 8 Forms of CWP's online Policy and Procedures Manual at https://capitalworkforce.org/policies/.

Questions regarding this change can be addressed to Julie Watson, Compliance and Accountability Administrator, at jwatson@capitalworkfore.org.

Capital Workforce Partners Worksite Agreement

One Worksite Agreement shall be completed and signed for each organization hosting one or more worksites. Service Provider Name (Employer of Record): Address: Website: Program (check all that apply): ☐ WIOA Youth ☐ Year Round Youth Employment ☐ Summer Youth Employment ☐ JFES ☐ Other: This agreement shall remain in effect from to 1. Obligations of the Service Provider (Employer of Record) a. Administer payroll for participants, including payment of taxes and statutory benefits. b. Hire participants and serve as their employer of record for fiscal and human resource obligations. c. Maintain workers compensation coverage for participants. d. Implement incident reporting procedures. e. Provide a contact person for worksite supervisors for all issues related to participants. 2. Worksite Host Information Company/Organization Name: □ Non-Profit Organization 501(c)(3) ☐ Other (specify): ☐ Government Agency (Public) Industry: ☐ Accommodation and Food Services ☐ Agriculture ☐ Arts, Entertainment and Recreation ☐ Educational Services ☐ Health Care and Social Assistance ☐ Information ☐ Construction ☐ Manufacturing ☐ Professional, Scientific & Technical Services ☐ Public Administration ☐ Real Estate and Rental and Leasing ☐ Retail Trade ☐ Other (specify): Authorized Representative Name: **Email Address:** Phone Number: Address:

Website:

3. Commitments by the Worksite Host

- a. Adhere to all health and safety requirements applicable to this worksite, including CDC guidelines pertaining to public health emergencies.
- b. Adhere to the provisions of CT DOL's Wage and Workplace Standards Division and OSHA regulations, as well as Child Labor Laws, if applicable.
- c. Immediately notify the Employer of Record of any and all work-related accidents orinjuries.
- d. Call 911 in case of serious or life-threatening emergencies.
- e. At the start of their work experience, train each participant on applicable health and safety procedures at your workplace.
- f. Clearly communicate worksite expectations and responsibilities to all participants.
- g. Complete the Worksite Information Sheet at Attachment A for each worksite location.
- h. Complete section 1 of the Job Information Sheet at Attachment B for each position, including a job description.
- Provide meaningful and productive work consistent with the position's job description.
- j. Provide all worksite training at no cost to the participants and during scheduled work hours. The training materials shall be presented in the language and at the literacy level of the participants.
- k. Provide adequate and appropriate supervision of participants including orientation and onboarding, coaching and workplace evaluation.
- I. Identify an alternative supervisor responsible for coverage when the immediate supervisor is unavailable.
- m. Immediately notify the Employer of Record of any work-related issues with the participant such as no call/no show, behavioral problems, and any other issues that may impede the participant's success on the job or your satisfaction with the participant's performance.
- n. Keep a copy of each participant's emergency contact information onsite and coordinate an emergency contact plan with the Employer of Record.
- o. Maintain daily attendance records for all participants.
- p. Ensure that supervisors verify actual work hours before signing timesheets and submit timesheets to the Employer of Record each week.
- q. Include participants in any relevant meetings, activities, or events at the worksite.
- r. Cooperate with worksite monitoring conducted by the Employer of Record, State of CT, and Capital Workforce Partners.

4. General Conditions

In all matters pertaining to their performance under this agreement, the parties shall conform to the provisions of all applicable federal, state, and local laws, statutes, ordinances, rules and regulation, and any amendments thereto, and to the methods and procedures of all governmental boards, bureaus, offices, commissions, and other agencies.

- a. The parties shall ensure that no participant is placed into a position when any other person is on layoff from the same or substantially equivalent job.
- b. The parties shall ensure that the jobs provided under this agreement shall not replace any current employee (including partial displacement such as reduction in current employee hours or wages), impair existing contracts for services or collective bargaining agreements and, if any of the jobs are inconsistent with the terms of any collective bargaining agreement, the written concurrence of the labor organization and employer concerned shall first be obtained.
- c. No person shall be excluded or subjected to discrimination because of race, color, religion, sex, sexual orientation, national origin, age, gender, gender identity or expression, handicap, political

affiliation or belief.

- d. Casinos and other gambling establishments are prohibited from participating as worksites.
- e. Alternative duties must be assigned to participants who work outdoors in the event of dangerous weather conditions.
- f. Health and safety standards established under federal and state law otherwise applicable to working conditions of employees are equally applicable to working conditions of participants engaged in work experience activities.
- g. All parties will adhere to Capital Workforce Partners' Work Experience Policy 2-60: https://capitalworkforce.org/wp-content/uploads/2023/09/Section-2-General-Program-Policies.pdf
- h. If the worksite has records of persons which contain Personally Identifiable Information (PII) or other confidential information, procedures must be implemented to protect confidentiality of such records and the site must have written policies regarding the protection of and access to such confidential information.
- i. If participants are assigned to work with children, the worksite must have written guidelines and procedures in place regarding mandated reporting of suspected or possible abuse and/or neglect and must train the participants on the guidelines and procedures.
- j. Capital Workforce Partners and the federal/state Department of Labor may monitor this worksite at any time to ensure compliance with this agreement, and the parties shall cooperate fully with said monitors to demonstrate that the worksite is safe and in compliance with all requirements.
- k. This agreement shall remain in effect for the term established on the cover page. Requests to modify the agreement must be submitted to CWP in writing and are subject to approval by CWP.

5. Collective Bargaining Unit Acknowledgment							
Is the worksite where participants will be assigned covered by a collective bargaining unit? □ No □ Yes							
If YES, Labor Organization Representative MUST review and approve this agreement.							
I have reviewed this agreement as an authorized representative of ("Bargaining Unit") and certify that the temporary participant position(s) are not bargaining unit position(s) and agree that Bargaining Unit will not raise claims that these temporary participant position(s) are doing bargaining unit work. This statement is made without prejudice to Bargaining Unit's rights with respect to the use of other employees, workers, or participants outside the scope of this agreement.							
Authorized Official's Name and Title (printed):							
Signature: Date:							

6. Service Provider (Employer of Record) and Worksite Signatures

IN WITNESS WHEREOF, the parties have hereunto caused this agreement to be executed as of the date written below.

Service Provider (Employer of Record)Name:	
Authorized Official's Name and Title(printed):	
Signature:	Date:
Worksite Host Name:	
Authorized Official's Name and Title(printed):	
Signature:	Date:

Attachment A: Worksite Information Sheet

1. Worksite Information

Attachment A: Worksite	•	his host organization (the town) would require a total of three (3) each department. Different departments, units, or physical locations Information Sheet.)				
Host Organization Na	me:					
Worksite Address:						
Worksite Name:						
Worksite Phone Num	ber:					
2. Worksite Supervis	sor(s) Information					
Complete this section necessary. Worksite Supervisor		be supervising the participant(s). Attach another sheet if				
Name:		Title:				
Phone Number(s):		Email Address:				
Worksite Supervisor	2					
Name:		Title:				
Phone Number(s):		Email Address:				
3. Estimated Particip	oant Information					
Estimated Number of	Roles to be filled by Partic	ipants at this Worksite¹:				
Estimated Number of	Participants at this Works	ite:				
SERVICE PROVIDER (EMPLOYER OF RECORD) U	SE ONLY				
Received by:	Date	2:				
Date Submitted to CV	NP:					
CWP USE ONLY						
Entered in ETO \square	Date:	Entered by:				
Age Restrictions \square	Minimum Age:	No Restrictions \square				
Worksite Approved:	□Yes □No	Approved by:				
Notes:						

Complete one Worksite Information Sheet per individual worksite (e.g., a town employs 3 participants in its

¹ For every role, a corresponding Attachment B: Job Information Sheet must be completed. See Attachment B for more information.

Attachment B: Job Information Sheet

Complete one Job Information Sheet for every role at each individual worksite.

1. Job Informat	ion								
Estimated Num	ber of Participa	ants for this Pos	ition:						
Job Title:	·			O*NET Code:					
Job Description	Ioh Description:			p codes at www.o	<u>netcodeconnect</u>	or.org			
Special Requirements (check all that apply): □ Background check □ Drug test □ TB test □ Driver's License □ 16 or older □ 18 or older									
□ Background check □ Drug test □ TB test □ Driver's License □ 16 or older □ 18 or older □ Other (specify):									
Calcadada di lata	da:hata.ut aad	مناهما المساهما	-ti ANA DN	4					
Schedule: List o	ially start and e	ena nours, inaic	ating Aivi or Piv			<u> </u>			
Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
Start Time									
End Time									
Total Hours	. •								
Worksite Super	rvisor		T '1						
Name:			Title	e:					
Phone Number(s):		Ema	Email Address:						
			_						
Service Provide	er (Employer of	Record) Conta							
Name: Organization:									
Phone Number(s):				Email Address:					
2. Participant Ir	nformation (Co	mpleted by Ser	vice Provider)						
	gned to this posit			oant has been ass mplete for each p	•		•		
Name:									
Phone Number: Email A				I Address:					
Planned Start & End Date: to									
Restriction on h	nours to he wor	ked (if annlicah	le)·						