**WPF**

**DEPARTMENT OF CHILDREN AND FAMILIES**

Division of Family and Economic Security

 W- 2 Agency/County

**Wisconsin Works Trial Employment Match Program - Employer Agreement**

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

Provision of your Social Security number (SSN) is voluntary; not providing it could result in an information processing delay.

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| **employee data** |
|  1. TEMP Employee Name (Last, First, MI)      | 2. PIN      |  3. Case Number      |
|  4. Address      | 5. Home Telephone      |  6. Social Security Number      |
| **employer data** |
|  7. Employer Name (Official Company Name)      | 8. F.E.I. Number      |  9. Telephone Number      |
| 10. Employer Address      |
| 11. Worksite Name (if different than above)      |
| 12. Worksite Address      | 13. Worksite Telephone      |
| 14. On-Site Supervisor      |
| 15. Training and employment under this agreement are in accordance with the terms of any applicable collective bargaining agreement. [ ]  Yes [ ]  No |
| **working/training position** |
| 16. TEMP Job Title       | 17. TEMP Job Begin Date      | 18. TEMP Job End Date      |
| 19. Duties/Tasks/Skills      |
| **financial agreement** |
| 20. Hourly wage to be paid by employer:      | 21. Hours to be worked per week:   | 22. Payment schedule: | 23. First pay  check date:      |
|  | Weekly[ ]  | Bi-weekly | Monthly | Semi-monthly | Other:      |
| 24. Maximum Wage Subsidy Amount:       TEMP Wage Subsidy Formula:       Hourly wage subsidy (up to $7.25 per hour) X number of hours worked by the TEMP employee in the month |
| 25. Agreement negotiated by (name of job developer, if different from 30 below):      |

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| We agree to provide training for the job listed above pursuant to the terms and conditions set forth in this agreement, which includes the attached General Provisions. We agree to retain the employee for permanent employment upon completion of the TEMP period if the employee has performed successfully in the job. We agree to serve as an employment reference or provide a written performance evaluation if the employee is not retained for permanent employment. I certify that I am authorized to sign the agreement on behalf of the employer listed above (Item #7). |

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| 26. Authorized Signature – Employer       | 27. Title      | 28. Date Signed      |

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| We agree to reimburse the agreement costs (Item #24) in return for training in the occupation specified above pursuant to the terms and conditions set forth in this agreement, which includes the attached General Provisions, and within the invoicing procedure. |

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| 29. Authorized Signature – Agency       | 30. Title/Agency      | 31. Date Signed      |

Completion of this form meets requirements of s. 49.147(3) and 49.148(1)(a), Wisconsin Statutes and DCF 101.14, Wisconsin Administrative Rules.

THE ATTACHED GENERAL PROVISIONS ARE A PART OF THIS CONTRACT

DCF-F-5088-E (R. 10/2019)

**GENERAL PROVISIONS - EMPLOYER AGREEMENT**

As a condition of this contract, the employer and agency agree to the following:

A. Nondiscrimination in Employment

Chapter 16.765 of Wisconsin Statutes requires the following provision to be entered in every contract executed by agencies of the state.

“In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation as defined in s. 111.32(1m), or national origin.” This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection of training, including apprenticeship. Except with respect to sexual orientation, the employer further agrees to take affirmative action to ensure equal employment opportunities. The employer agrees to post, in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause. The Wisconsin Fair Employment Act does not allow discrimination based on arrest or conviction record, marital status, political affiliation, military participation or use of lawful products.

B. Examination of Records

The employer agrees that the agency negotiating this contract on behalf of the Department of Children and Families (DCF) will have access to and the right to examine, audit, and transcribe any directly pertinent books, documents, papers and records of the employer involving transactions relating to this contract. Such material will be retained for three years by the employer following completion of the contract.

C. Wage Subsidy Payments

No wage subsidy payments to an employer for wages to any TEMP employee will be made for days in which there is a period of work stoppage at plants or work sites of an employer, when these plants or work sites constitute training locations in the agreement. Wage subsidy payments will be issued monthly to an employer no later than 30 days from the specific month in which the wages were paid. No TEMP wage subsidy may exceed $7.25 for each hour that the participant works, up to a maximum of 40 hours per week.

D. Minimum Wage Requirements

The employer shall pay TEMP employees for the hours of labor performed at either the hourly rate paid to the employer’s entry level employees who perform similar duties or the state or federal minimum hourly wage prescribed in s. 101.035(1)(a), Wisconsin Statutes or 29 USC 206(a)(1), whichever is higher.

E. Billing Statement

Invoices must itemize actual wages paid monthly, number of hours worked, and the month of employment for each TEMP employee. The final invoice for any employee shall be submitted to the W-2 agency no later than 30 days following the close of the TEMP employees’ contract period. Subsidies paid for periods in which no wages were paid are subject to recovery.

F. Termination

The employer must contact the W-2 agency by the close of business on the next working day of the termination of any TEMP employee.

G. Earned Income Credit

The employer must agree to provide the TEMP employee with information on the federal and state Earned Income Credit (EIC).

H. Legal Relations

The employer will, at all times, comply with and observe federal and state laws, local laws, ordinances and regulations which are in effect during the period of this contract. If the employer receives a loan or grant from a state agency as defined in s.200.01(1), or an authority under Ch. 231.233 or 231.234, the employer shall notify the Department of Children and Families (DCF), under 29 USC 1511 to 1784, of the position in the company to be filled in this state within one year after receipt of the loan or grant. This company shall provide this notice at least two weeks prior to advertising the position. DCF is under no liability for injuries or damages received by TEMP employees in completing work under this contract. The employer must insure that TEMP employees do not result in full or partial displacement of currently employed workers. The TEMP employer must provide a grievance procedure for regular employees of the work site to resolve complaints related to displacement.

I. Exceptions to Contract Terms and Conditions

It is the mutual understanding of the employer and W-2 agency that when a TEMP employee loses eligibility for the W-2 program he/she may also lose eligibility for TEMP employment. In this circumstance, the employer and the W-2 agency agree that the loss of a TEMP employee’s W-2 eligibility obligates the W-2 agency to terminate its contractual relationship with the employer, including any terms and conditions of the TEMP Employer Agreement and General Provisions.