

## Wisconsin Works (W-2) Work Training Site Agreement

This Wisconsin Works (W-2) Work Training Site Agreement outlines the requirements that each Trial Employment Match Program (TEMP) employer, and each Community Service Job (CSJ) and W-2 Transitional Placement (W-2 T) work training provider must meet for each W-2 participant placed in an employment position.

\_\_\_\_\_, a work training provider/employer hereby enters into an agreement with \_\_\_\_\_, a W-2 Administrative Agency, to provide work experience and training opportunities for W-2 participants.

W-2 is a work training program designed to assist individuals to develop the skills needed to obtain and maintain employment. There are three work experience and training opportunities defined by W-2: TEMP, Community Service Jobs and W-2 Transitional Placements.

TEMP is a subsidized employment position contracted between the W-2 agency and the employer. TEMP jobs are expected to become permanent unsubsidized positions and are intended to provide work experience and training to assist the employee to move promptly into unsubsidized employment. A participant may be employed in a specific TEMP position for a maximum of six (6) months.

The CSJs are intended to provide participants, who are not job ready, with an opportunity to practice work habits and skills that are necessary to succeed in any regular job environment. A Community Service Job participant may engage in work training activities up to 40 hours per week. A specific Community Service Job placement may not exceed six months.

The W-2 Ts are intended to provide participants, who are not job ready, with an opportunity to practice work habits and skills that are necessary to succeed in a regular job while taking into consideration additional factors that currently exist and may prevent the participant from obtaining and maintaining unsubsidized employment. A W-2 T participant may engage in work training activities up to 40 hours per week. A specific W-2 T placement may not exceed six months.

### GENERAL WORK TRAINING PROVIDER ASSURANCES

The following assurances apply to all W-2 participants in a work training position, including TEMP, Community Service Jobs, and Transitional Placements. The following assurances must be provided to the W-2 agency and participant by the work training provider/employer. The work training provider/employer will:

1. Comply with and observe all federal, state and local laws, ordinances, and regulations affecting W-2 participants including the Family Medical Leave Act, the Americans with Disability Act, and the Civil Rights Act of 1964 prohibiting discrimination of any employee or trainee based upon race, color, sex, age, sexual orientation, handicap, political affiliation or national origin.
2. Provide supervision, structure, performance appraisals, training, materials, and tools normally provided regular employees to assist a W-2 participant to develop good work habits and skills.
3. Provide a safe and healthy work environment in compliance with federal, state and local health and safety standards.
4. Collect and verify accurate time and attendance records.
5. Immediately notify the W-2 agency of participant tardiness or absence not authorized by the work training provider, injury or problems detrimental to continued success on the work training site, or transfer/termination from the work training site.
6. Notify the W-2 agency of any work training site requirements such as T.B. testing, driver's license, background checks, physical examinations, etc.
7. Timely notify the W-2 agency of any collective bargaining changes that may have an impact on W-2 participants or this work training site agreement.
8. Timely notify the W-2 agency of any changes at the work training site which might necessitate a reevaluation of this work training site agreement.
9. Develop and provide written expectations for all training positions to be filled by W-2 participants. These may include workplace rules such as dress codes, attendance policies, health and safety standards, use of company property, and appropriate workplace behaviors. These may also include information on the training position such as training position titles, work training schedules, task descriptions, and skills and abilities necessary for success in that position.
10. Allow appropriate on-site access to W-2 participants by designated W-2 agency personnel as well as access to any participant records.
11. Assure that no W-2 employment position fills a vacancy created by the work training provider terminating a regular employee or otherwise reducing its workforce for the purpose of hiring an individual in a W-2 employment position.

12. Assure that no W-2 employment position fills a position when any other person is on layoff or strike from the same or a substantially equivalent position within the same organization unit.
13. Assure that no W-2 employment position fills a position when any other person is engaged in a labor dispute regarding the same or a substantially equivalent position within the same organizational unit.
14. Agree to follow the provisions of the Wisconsin Works Employee Displacement Grievance Policy (DCF-P-DWSW13121) to address complaints, by regular employees of the work training site, of displacement in violation of assurances 11, 12, or 13.
15. Agree to notify regular employees of their right to file a displacement complaint, using one of the notification methods outlined in the Wisconsin Works Employee Displacement Grievance Policy (DCF-P-DWSW13121), and agree to inform the W-2 agency which notification method is being used.
16. Not ask or require a W-2 participant to function in any task or activity which promotes or discourages religious, union or political activity.
17. Provide work opportunities for W-2 participants who can be utilized productively.
18. Agree not to disclose information concerning the W-2 participant for any purpose not connected with program administration.
19. Agree not to provide false information for purposes of securing or ensuring issuance of a W-2 payment.

### **TRIAL EMPLOYMENT MATCH PROGRAM ASSURANCES**

[Cross out and initial if not applicable]

The employer assures they will:

1. Provide worker's compensation to the same extent as unsubsidized employees as required by federal and state law.
2. Provide unemployment insurance to the same extent as unsubsidized employees as required by federal and state law.
3. Provide information to the employee about his or her possible eligibility for federal and state earned income credit.
4. Provide the same education and training opportunities as those provided to similar unsubsidized employees.
5. Consider providing or arranging for additional education and training opportunities as appropriate.
6. Agree to retain the TEMP employee as an unsubsidized employee upon successful completion of the TEMP period.
7. Agree to serve as an employment reference for the TEMP employee or provide to the W-2 agency a written performance evaluation of the TEMP employee, including recommendations for improvement, if the employee is not retained as an unsubsidized employee.

### **COMMUNITY SERVICE JOB AND TRANSITIONAL PLACEMENT ASSURANCES**

[Cross out and initial if not applicable]

The work training provider assures they will:

1. Provide a structured work training environment which includes close supervision and a willingness to mentor and coach work training participants to succeed in the workplace.
2. Provide a training position which replicates actual conditions of work and provides responsibilities and expectations similar to unsubsidized employees taking into consideration the participant's level of ability and their child care and transportation needs.
3. Provide the participant with adequate opportunity to conduct job search activities.
4. Provide the participant with adequate opportunity to meet other W-2 program requirements.
5. Not require an excess of 40 hours per week of work training activity for Community Service Job participants.
6. Not require an excess of 40 hours per week of work training activity for W-2 T participants. There are no unemployment insurance coverage requirements for work training providers of CSJ and W-2 T participants.

The CSJ and W-2 T participants are considered employees of the W-2 agency for purposes of worker's compensation coverage except to the extent that the person for whom the participant is performing work training activities agrees to provide worker's compensation coverage.

**SIGNATURE** – Employer/Work Training Provider

Date Signed

**SIGNATURE** – W-2 Agency Representative

Date Signed