

**National Dislocated Worker Grant
Massachusetts – COVID-19 Disaster**

WORKSITE AGREEMENT

Agreement #: _____

I certify that _____ is designated as a Workforce Innovation and Opportunity Act (WIOA) Disaster Relief Jobs Worksite Project _____ (*Worksite Name/Location*) and that the work conducted by the participant(s) (Worksite Agreement Addendum) for this WIOA Disaster Relief Worksite Project is not being paid for with other disaster recovery funds including, but not limited to HUD, FEMA, public or private insurance, donated time, and construction workers employed by private for-profit firms.

	Employer of Record	Worksite Employer		
Name				
Address				
City, State, Zip				
Phone Number				
FAX Number				
Contact Person/Title				
Employer of Record's Federal ID#:	Employer of Record's Workers Compensation Carrier & Policy #:			
Worksite Employer's business is: () Private for Profit () Private Non-Profit () Government (if authorized)				
Worksite Location(s) (if different than Worksite Employer Location):				

Employer of Record:

Entity responsible for handling payroll/benefits & Workers' Compensation for temporary employees funded under the National Dislocated Worker Grant.

Employee:

Participant temporarily hired for disaster recovery & clean-up efforts.

Worksite Employer:

Entity responsible for direction & supervision of the temporary employee funded under the NDWG at the worksite of the disaster recovery or clean-up.

Worksite Location:

Physical location where temporary disaster employee will be performing assigned work duties.

- I. AUTHORITY:** This Agreement is executed pursuant to the following statutory, regulatory and policy provisions.

The Workforce Innovation and Opportunity Act, 29 USC 3101, as amended ("WIOA") and The WIOA Final Regulation.

- II. TERM:** The period of performance of this Agreement shall be from the [REDACTED] day of [REDACTED]. The maximum period of performance under this contract cannot exceed 12 months or 2,080 hours.

- III. WORK DESCRIPTION:** An individual served under this Agreement will be referred to as an "employee." A Job Description will be written for each employee served under this agreement. A duly recognized representative, such as a manager or supervisor, may sign for the Worksite Employer. Job Description shall by reference be made a part of this Agreement.

IV. PERFORMANCE OF WORK

A. START OF WORK:

The Worksite Employer will not start the employee at work until the Employer of Record has signed this Agreement, and a Job Description and Worksite Agreement Addendum has been completed for the employee. The start of work must not precede the Date of this agreement or the last signature date.

B. TERMINATION FOR CONVENIENCE OF EMPLOYER OF RECORD:

The performance of work under this Agreement may be terminated in whole or from time to time in part by Employer of Record when it determines that such termination is in the best interest of the Employer of Record. Termination for work hereunder shall be effected by delivery to the Worksite Employer of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

The Worksite Employer shall notify the Employer of Record of any changes to the required hours and work necessary to be performed by the Employee in order to effectuate any terminations due to lack of work.

C. TERMINATION FOR REASONS OF DEFAULT:

Employer of Record may, by written notice of default to the Worksite Employer, terminate the whole or any part of this Agreement in any one of the following circumstances:

If the Worksite Employer fails to perform the services specified herein; or if the Worksite Employer fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance under this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Employer of Record may authorize in writing) after receipt of notice specifying such failure.

V. WORKSITE EMPLOYER'S REQUIREMENTS (PARTICIPANT)

A. EQUAL OPPORTUNITY:

The Worksite Employer will not discriminate against any employee because of race, color, religion, sex, or national origin.

B. STATEMENT OF EMPLOYER PERSONNEL POLICY:

The Worksite Employer will provide a copy of its policy to the employee covering any specific rules or regulations by which the employee is expected to abide, including benefits information and grievance procedures.

VI. MISCELLANEOUS PROVISIONS

A. PAYMENTS:

- (1) The Worksite Employer will assist Employer of Record by providing the appropriate documentation (signed timesheets) to the Employer of Record on a timely basis to ensure the Employee is paid on a timely basis.
- (2) All hours must be rounded to the nearest quarter hour on a daily basis.

B. CHANGES:

- (1) There shall be no modification or amendment of this Agreement, except in writing, executed with the same formalities as this instrument.
- (2) Requests for interpretations of the Agreement provisions shall be directed to the Employer on Record and must be in writing. No interpretations shall be official or binding upon the Worksite Employer unless it is received in written form.

C. INTEGRATION OF WORK CREWS:

The Worksite Employer assures that, to the greatest extent possible, temporary disaster clean-up workers will be integrated into work crews consisting of regular employees of the worksite employer.

D. DISPUTES:

All disputes should be resolved informally. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Worksite Employer to resolve disputes with Employees. If the Worksite Employer has no internal grievance

procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from the MassHire Workforce Boards Grievance Procedures.

E. SUBJECT TO FUNDING/BUDGET:

It is expressly understood by and between the parties hereto that the Employer of Record is serving solely as distributor of funds provided under WIOA, and is not obligated to disburse monies from general funds or otherwise to make payments described herein, and further, that this distribution is contingent upon the receipt of WIOA funds. The Employer of Record reserves the right to institute an administrative modification to reduce in whole or in part the monies provided under this Agreement should available monies become insufficient to continue Agreement levels.

F. HOLD HARMLESS:

The Worksite Employer agrees to indemnify and hold harmless the Employer of Record, their officers, officials and employees from and against all claims, liabilities, the damages or suits of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Worksite Employer, its delegates agents or employees, or due to any act or occurrence of omission of the Worksite Employer, including but not limited to costs and a reasonable attorney's fee. In suits against the Employer of Record arising out of this agreement, the Employer of Record, at its sole option, may defend itself or require the Worksite Employer to provide the defense.

G. DEBARMENT AND SUSPENSION:

The Worksite Employer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal or State department or agency.

H. RELATIONSHIP OF PARTIES:

The Worksite Employer does not become the agent of the Employer of Record for any purpose pursuant to this Agreement, and will make no representation of such. In agreeing to provide direction and supervision for the employee(s), the Worksite Employer understands that this does not make any employee an employee or agent of Employer of Record, nor is the Employer of Record liable to the Worksite Employer or any third party by reason of any future act or failure to act by any employee on or off the job.

VII. ASSURANCES AND CERTIFICATIONS

In entering into this Agreement, the Worksite Employer hereby acknowledges, and agrees to comply with, the following statutory, regulatory and policy provisions:

- A. PREVAILING RATE:** The Worksite Employer assures that temporary employees will be paid the higher of the federal, state, or local minimum wage, or the prevailing rates of pay for other individuals employed in similar occupations by the same employer.
- B. MAINTENANCE OF EFFORT:** The Worksite Employer assures that this agreement will only provide for employment opportunities that are necessary for disaster recovery.

- C. DISPLACEMENT OF CURRENTLY EMPLOYED WORKERS:** The Worksite Employer assures that no currently employed worker shall be displaced by any employee, including partial displacement such as a reduction in hours of non-overtime work, wages or employment benefits. No employee shall be employed or job opening filled when (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the Worksite Employer has terminated the employment of any regular employee, or has otherwise reduced its work force with the intention of filling the vacancy so created by utilizing an employee.
- D. HEALTH AND SAFETY STANDARDS:** Health and safety standards otherwise applicable to working conditions of disaster employees shall be equally applicable to working conditions of the regular employees. The Worksite Employer assures that appropriate standard for health and safety will be maintained, including adherence to both federal and state Child Labor Laws.
- E. SECTARIAN ACTIVITIES:** The Worksite Employer assures that employees will not be employed in building, operating, or maintaining any part of any building, which is used for religious instruction or worship.
- F. COLLECTIVE BARGAINING AND UNION ACTIVITIES:** The Worksite Employer assures that this agreement will not impair existing contracts for services or collective bargaining agreement between the Worksite Employer and other parties, nor will this agreement assist, promote or deter union organization.
- G. LOBBYING AND POLITICAL ACTIVITIES:** The Worksite Employer assures that this agreement will not assist with political or lobbying activities or the cost of any salaries or expenses related to any activity designed to influence legislation or appropriation pending before the Congress of the United States.

VIII. REPRESENTATIONS AND UNDERSTANDING

The Worksite Employer agrees to operate this worksite in accordance with the provisions, conditions and specifications as follows:

1. To insure that employees assigned to this worksite will only perform tasks that are a result of the disaster or are necessary because of the Humanitarian Need in this declared area.
2. To insure that the local MassHire Career Center will be notified as soon as all tasks which are necessary as a direct result of the destruction have been completed.
3. To insure compliance with governing state and federal laws and policy.
4. To provide adequate supervision of the temporary employees.
5. To insure integration of temporary workers with regular employees.
6. To provide sufficient work to fully occupy the temporary employees' working hours.
7. To maintain the worksite timesheets and monitoring of hours and attendance.
8. To adhere to applicable wage and hour regulations.
9. To insure safe and sanitary working conditions.
10. To file injury reports when applicable and immediately advise the Employer of Record as the Workers' Compensation provider.
11. To insure that no temporary employee will be involved in any sectarian or political activities.

- IX.** The Worksite Employer understands that no part of this Agreement, including any Addenda, may be subcontracted to a third party without the express written consent of the Employer of Record.
- A.** The Worksite Employer will immediately advise the Employer of Record in writing of any actions, suits, claims or grievances filed against the Contractor, the Employer of Record, State of Massachusetts, federal officials or participating employees that in any way relates to this Agreement.
- B.** The Worksite Employer represents that it has the power and authority to execute this Agreement and perform the services specified in any Addenda to this Agreement.

The parties agree that the Worksite Employer shall direct and supervise employee(s).

This agreement is hereby executed pursuant to the terms and conditions stated herein.

EXECUTION

Employer of Record

Worksite Employer

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date