

Disaster Relief Worksite Agreement

Please return the signed Worksite Agreement to:

**CareerSource Broward
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309
Attn: Legal**

Disaster Relief Worksite Agreement

This Agreement is made between CAREERSOURCE BROWARD hereafter referred to as CSBD, and _____, hereafter called **EMPLOYER/HOST WORKSITE**. The parties agree that the **EMPLOYER** shall supervise and provide work assignments to Temporary Employees made available through a federal U.S. Department of Labor Disaster Relief grant to CSBD to assist with Disaster Recovery efforts. The number and type of disaster relief workers have been specified by **EMPLOYER** below. Disaster Relief Workers shall be referred by a staffing company under contract with CSBD to serve as the Employer of Record for the Temporary Disaster Relief employees. Prior to disaster relief worker assignment, Employer/Host Worksite will be asked to submit job orders to CSBD for each subsidized position they are requesting. The job order outlines the worker's duties, work hours and schedule, worksite location, and wage rate. Employer/Host Worksites will be required to adhere to the job order information submitted,

EMPLOYER/ HOST WORKSITE ENTITY INFORMATION	Name:	
	Federal Employer ID Number (FEIN)	
	Address	
	City, State, Zip Code	
	Telephone Number	
	Contact Person	
	Collective Bargaining Agent (If Applicable)	
Worksite is: <input type="checkbox"/> Government <input type="checkbox"/> Private Nonprofit		

	WORKSITE POSITION TITLES	NUMBER OF POSITIONS	SUPERVISOR'S NAME
WORKSITE INFORMATION			
		Attach Additional Sheets if Necessary	

Employer/Host Worksite Authorized Representative Signature <small>Must be an authorized signatory</small>	Type/Print Name	Title	Date
CSBD Authorized Representative Signature	Type/Print Name	Title	Date

Worksite Agreement – General Assurances

1. **AUTHORITY:** This Agreement is executed pursuant to the Workforce Innovation and Opportunity Act, 29 U.S.C. 2801, *et seq.*, as amended (“WIOA”), and Final Regulations, 20 C.F.R. Part 652, *et al.*
2. **WORK DESCRIPTION:** An individual served under this Agreement will be referred to as a Temporary Worker. A Job Order listing the duties for each Temporary Employee assigned to Employer under this Agreement. Temporary Employee may not begin work until this Agreement is signed. CSBD and EMPLOYER shall agree on the process for collection of timesheets and submission to the staffing company serving as the Employer of Record.
3. The EMPLOYER agrees that the Temporary Worker:
 - (1) Shall not work in excess of 6 months.
 - (2) Wages which are determined by the EMPLOYER shall be paid by the Employer of Record. Wages shall be comparable to wages paid to other employees with commensurate skills and experience.
4. Each EMPLOYER Worksite supervisor shall be provided a Supervisor Orientation for the program.
5. The EMPLOYER shall provide the DREP participant with an orientation to the requirements of the job, work rules, expectations, hours of work, and any other special requirements of the EMPLOYER.
6. The EMPLOYER will provide a sufficient quantity of work to fully occupy the Temporary Worker.
7. The EMPLOYER Worksite shall notify CSBD and the Employer of Record Contact provided to EMPLOYER of Temporary Employee terminations.
8. The EMPLOYER agrees to provide the instruction, supervision of employees, equipment tools, etc. that are necessary for the Temporary Employees to perform their job duties.
9. The EMPLOYER will agree to absorb all financial liability for any costs that may result from damage caused by the Temporary Employees in the performance of their duties.
10. The EMPLOYER will ensure that accurate time and attendance records are completed on a daily basis and that the hours recorded will only reflect the hours the Temporary Employees worked.
11. The EMPLOYER will treat the Temporary Employees in the same manner as other employees in regards to workplace requirements including disciplinary actions.
12. The EMPLOYER will ensure that the tasks assigned to the Temporary Workers are for the purposes of repair as a result of the disaster and are performed within the disaster area.
13. The EMPLOYER will notify the CSBD and the staffing company contact provided to EMPLOYER when all tasks have been completed at the Worksite.
14. The EMPLOYER will ensure that the Temporary Employees will not be involved in any sectarian or political activities.
15. The EMPLOYER will retain an “Emergency Contact” form for each Temporary Employee.
16. The EMPLOYER will retain all tools purchased for the program through the end of the project.
17. **MONITORING:** The employer agrees to allow CSBD, the Florida Department of Economic Opportunity, the U.S. Department of Labor, to monitor the Worksite to ensure compliance with rules and regulations.
18. **EMPLOYEE DISPLACEMENT/REPLACEMENT:** Temporary Employees shall not 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). Temporary Workers 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 CSBD funded Temporary Employees; 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 Temporary Employees alleging displacement may file a complaint under the applicable grievance procedures found at 20 C.F.R. Part 667.600. (WIOA Section 181)
19. **WORKERS COMPENSATION:** The Staffing Company, engaged by CSBD to serve as the Employer of Record, for the Temporary Employees is responsible for job related injuries to the Temporary Employees and will provide insurance through Workers Compensation. The EMPLOYER/Worksite supervisor MUST contact CSBD and the Staffing Company contact provided to EMPLOYER immediately upon the occurrence of a workplace injury to a Temporary Employees and shall also complete the necessary forms.
20. **HEALTH AND SAFETY:** Temporary Employees employed or trained in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.
21. The EMPLOYER agrees to maintain sanitary facilities, safe working conditions, within a drug-free workplace and compliance with the OSHA and Child Labor Laws and age laws of the Fair Labor Standards Act (FLSA) provided to the employer by the staffing agency.
22. **INAPPROPRIATE ACTIVITIES:** The EMPLOYER will not place Temporary Employees in unapproved activities. If Temporary Employees are assigned to unapproved activities, they shall be subject to immediate removal from the worksite.
23. **NEPOTISM:** No Temporary Employee may be placed in an employment activity when a member of that person’s immediate family is directly supervised by or directly supervises that individual.
24. **UNION COMPLIANCE:** The EMPLOYER ensures this Temporary Employment will not impair existing contracts for services or collective bargaining agreements. When a program or activity authorized under Title 1 of WIOA would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins. (29 C.F.R. Part 667.270(b))
25. **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, and reports from public agencies, counselors or any other sources.
26. **EQUAL OPPORTUNITY:** The EMPLOYER agrees not to discriminate against any Temporary Employees 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 Temporary 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. (WIOA Section 188)
27. **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 grant funds from the State of Iowa.
28. The EMPLOYER will perform its duties in accordance with the Workforce Innovation and Opportunity Act 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.
29. **RELATIONSHIP OF PARTIES:** The EMPLOYER is not the agent of CSBD for any purpose pursuant to this Agreement and will make no representation of any such agency. In agreeing to employ and provide training for Temporary Employees, the EMPLOYER understands that this does not make the Temporary Employees an employee or agent of the CSBD.
30. **TERMINATION OF AGREEMENT:** CSBD may terminate, effective immediately, performance of work under this Agreement if, for any reason, CSBD determines that such termination is in the best interest of the program. CSBD may also cancel this Agreement if it determines that the EMPLOYER has failed to comply with any of the other provisions contained in the Agreement or any other program requirement.
31. **AVAILABILITY OF FUNDS:** This Agreement is predicated on the continuing availability of funds from the Florida Department of Economic Opportunity through the United States Department of Labor.

Acknowledgement: I have received the above information. Employer’s Initials: _____ Date: _____