

**DRAFT**

W-2 Agency/County \_\_\_\_\_

**WISCONSIN WORKS (W-2) TRIAL JOB - EMPLOYER AGREEMENT**

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

PART 1 - EMPLOYEE DATA		
1. Participant Name (Last, First, MI)	2. PIN	3. Case Number
4. Address	5. Home Telephone ( )	6. Social Security Number

PART II - 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. <input type="checkbox"/> Yes <input type="checkbox"/> No		

PART III - WORK/TRAINING POSITION			
16. Employer Job Title	17. Job Title	18. Trial Job Begin Date	19. Trial Job End Date
20. Duties/Tasks/Skills			Ext W-2 Use Only

PART IV - FINANCIAL AGREEMENT		
21. Hourly wage to be paid by employer:	22. Hours to be worked per week:	Total Weekly Wages:
23. Subsidy Amount (not to exceed \$290 per week):	24. Payment schedule: Weekly <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Monthly <input type="checkbox"/>	25. Agreement negotiated by (name of job developer, if different from 29 below):

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. It is our intent to retain the employee for permanent employment upon completion of the Trial Job period if the employee has performed successfully in the job. I certify that I am authorized to sign the agreement on behalf of the employer listed above (Item #7).

26. Authorized Signature (for employer)	27. Title	28. Date Signed
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We agree to reimburse the agreement costs 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.

29. Authorized Signature (for the W-2 agency)	30. Title/Agency	31. Date Signed
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Completion of this form meets requirements of S. 49.147(3) and 49.148(1)(a), Wisconsin Statutes and DWD 12.14, Wisconsin Administrative Rules.

**THE ATTACHED GENERAL PROVISIONS ARE A PART OF THIS CONTRACT**

## 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 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. Subsidy Payments

No subsidy payments to an employer for wages to any Trial Job 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. Subsidy payments will be issued monthly to an employer no later than 30 days from the specific month in which the wages were paid. The W-2 agency must provide a wage subsidy that is equal to the amount of wages that the employer actually pays the participant up to \$290 per week.

D. Minimum Wage Requirements

The employer shall pay Trial Job employees for the hours of labor performed at the higher wage rate of the following two standards: 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 29 USC 206(a)1. s.49.148(1)(a)

E. Billing Statement

Invoices must itemize actual wages paid monthly, number of hours worked, and the month of employment for each Trial Job participant. The final invoice for any employee shall be submitted to the W-2 Administrative Agency no later than 30 days following the close of the Trial Job participant's 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 Administrative Agency by the close of business on the next working day of the termination of any Trial Job employee.

G. Worker's Compensation

The employer must provide the Trial Job employee with worker's compensation to the same extent as unsubsidized employees as required by federal law. s.49.147(3)(b)

H. Unemployment Insurance

The employer must provide the Trial Job employee with unemployment insurance to the same extent as unsubsidized employees as required by federal law. s.49.147(3)(b)

I. Earned Income Credit

The employer must agree to provide the Trial Job employee with information on the federal and state Earned Income Credit (EIC), including the federal advance credit. The employer must process the request for advance payments of the federal earned income credit under section 3507 of the Internal Revenue Code.

J. 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 Workforce Development and the area Private Industry Council (PIC) under the Job Training Partnership Act (JTPA), 29 USC 1501 to 1798, 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. DWD is under no liability for injuries or damages received by Trial Job employees in completing work under this contract. The employer must insure that Trial Jobs do not result in full or partial displacement of currently employed workers. The Trial Job employer must provide a grievance procedure for regular employees of the work site to resolve complaints related to displacement.

K. Exceptions to Contract Terms and Conditions

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