



Workforce Solutions Deep East Texas Texas Back-To-Work Initiative Worksite Agreement

Purpose: To provide reimbursement of a portion of wages paid in order to offset costs associated with training and developing the employee into the employer's regular workforce. Up to a total of \$2,000 will be paid for each referred and hired UI claimant upon receipt of required documentation. Total amount will be earned at the rate of \$500 for each employment period of 30 days where weekly hours are at least 30 hours weekly. No bonus is earned for a partial 30 day period. The retention periods and corresponding total subsidy amounts are as follows:

- 30-59 days - \$500
- 60-89 days - \$1,000
- 90-119 days - \$1,500
- 120 days and beyond - \$2,000

Work Opportunity Tax Credit (WOTC): The hiring of this participant MAY allow the employer to receive a federal tax credit under the WOTC program. Employers must complete and submit the request for certification to the Texas Workforce Commission (TWC) within 28 days of the participant's first day of work. Request for certification does not guarantee approval. Contact the TWC WOTC Unit at 1-800-695-6879 for additional information.

This agreement is hereby entered into between the Texas Back-to-Work employer, _____ hereafter known as the **Employer**, and Workforce Solutions Deep East Texas, hereafter known as **Workforce Solutions**. This agreement sets forth the conditions with which the Employer must comply as a condition of participation in the Texas Back-to-Work Initiative.

EMPLOYER AGREES:

A. Program Participation:

- 1) To comply with all requirements of the provisions of federal and Texas state laws for the Texas Back-to-Work Initiative;
- 2) To comply with Workforce Solutions requirements in regard to providing timecards, timesheets, etc., for the purpose of processing subsidy reimbursement;
- 3) To permit the Workforce Solutions and/or TWC to audit and verify the claims made by the Employer;
- 4) To notify the Workforce Solutions prior to or immediately upon participant termination from employment;
- 5) To the extent permitted by the Texas Constitution and the Texas Tort Claims Act, to indemnify, defend, and hold harmless the State of Texas, TWC and its officers, agents, and employees from all claims, lawsuits, and actions of whatever nature brought against those parties which arise from the Employer's performance or omissions under this agreement.

B. General Employer Responsibilities:

- 1) To maintain health, safety, and working conditions at or above levels generally acceptable in the industry and no less than comparable jobs of the Employer;
- 2) To not deny employment, exclude from benefits, or allow any participant to suffer because of race, color, religion, sex, national origin, age, temporary medical condition, mental disability, physical handicap, or political affiliation or belief;
- 3) That said company is not involved in a strike, lockout, or labor dispute;
- 4) To ensure that the position in which the participant of the Texas Back To Work program is placed is not a position or similar position in which an employee has been laid off in the past 120 calendar days.
- 5) To ensure that no regular, unsubsidized employee(s) have been involuntarily terminated from Employer's workplace with the intention of filling that vacancy with a program participant.

- 6) To not create a position that will infringe on any of the promotional opportunities of currently employed individuals;
- 7) To submit hire and termination information on all individuals referred to you through this program to Workforce Solutions, 212 N. John Redditt Dr., Lufkin, TX 75904.
- 8) If the employee is not retained for any reason, Employer will be paid for the amount earned.
- 9) To submit an invoice after the 120 day period with proof of payroll documentation for each employee attached. Submit an invoice to Workforce Solutions, 212 N. John Redditt Dr., Lufkin, TX 75904 for each month's employment with the following payroll documentation for each employee:
 - Copy of check proof with company name, address and employee name showing hours worked and payroll per pay period since start date, **OR**
 - Copy of check stub with company name, address and employee name showing hours worked and payroll per pay period.
- 10) To pay all participants at least the hourly rate of the Texas minimum wage, and not pay a wage that is substantially less than the wage paid for similar jobs in the local economy, with appropriate adjustments for experience and training;
- 11) To ensure that the position is for regular employment, not seasonal or temporary with a definite release date;
- 12) To withhold and/or pay, in accordance with state and federal law, all required deductions for state and federal income tax, Social Security tax and unemployment insurance tax, from participant wages;
- 13) To consent to the taking and publication of photographs and videos of Texas Back-to-Work Initiative participants at the worksite, by a duly authorized representative of TWC or Workforce Solutions with approval of Corporate Communications.
- 14) To maintain fiscal and other Employer records pertinent to this agreement. The Employer shall provide TWC and Workforce Solutions access to such records. All such records shall be retained and kept accessible for three years following final payments and conclusions of all pending matters;
- 15) To maintain all records of the participant as confidential, as required under federal and state law.

C. Employer Responsibilities to Participants:

- 1) To endeavor to make Texas Back-to-Work Initiative placements positive learning and training experiences;
- 2) To consider participants as regular employees of the Employer. Participants shall be entitled to benefits required by state or federal law or company policy;
- 3) To provide a job description to the participant upon offer of work and ensure that participant is employed in said job;
- 4) To provide participants with a regular work schedule of no less than 30 hours per week;
- 5) To provide all training to the degree necessary for participants to perform their duties;
- 6) To provide sick leave, holiday and vacation absences in conformity to the Employer's rules for regular employees;
- 7) To limit participants from political or sectarian activities during work hours.

I have read this agreement and understand the Texas Back-to-Work Initiative conditions. I hereby attest that I am currently and will continue to adhere to all applicable conditions of the Texas Workforce Commission rules and regulations, the Texas Labor Code, the Texas Unemployment Compensation Act, and the federal Fair Labor Standards Act. Additionally, I will not intentionally displace any regular employees in order to participate in this initiative.

Agreed By:

Texas Back-to-Work Employer (Print)

Texas Back-to-Work Employer (Sign)

Date

WORKFORCE SOLUTIONS AGREES:

D. Board Responsibilities:

- 1) To provide the Employer with individuals who are ready and willing to work in a positive training environment.
- 2) To reimburse the Employer in a timely manner in one payment at the conclusion of the 120 day subsidized period, an amount equal to that earned by the Employer, up to a total of \$2,000 for each referred and hired UI Claimant, upon receipt of documentation required in B9 above.
- 3) If Workforce Solutions finds that an Employer has violated any of the rules of the Texas Back-to-Work Initiative, Workforce Solution shall withhold any amounts due the Employer and may seek repayment of any amounts paid to the Employer under this agreement. In addition, if the Employer fails to comply with this agreement or the Workforce Solutions; program requirements, the Workforce Solutions may immediately terminate this agreement with notice.
- 4) To actively solicit feedback from employers in order to improve the quality of candidates offered for hire to their positions.

Agreed By:

Board Representative (Print

Board Representative (Sign)

Date

CONTRACTING EMPLOYER INFORMATION:

Employer Name	Federal Employer Identification	State UI Tax #	Worksite Phone #	Fax #
Mailing Address	City / State	Zip Code	Authorized Contact	
Worksite Address (if different)	City / State	Zip Code	Worksite Supervisor (if applicable)	

WORKFORCE SOLUTIONS CONTACT INFORMATION

Contact Name	Phone #	Fax #
Mailing Address	City / State	Zip

PARTICIPANT INFORMATION

The attached agreement sets forth the conditions with which the Employer must comply as a condition of participation in the Texas Back-to-Work Initiative for employing the following participants:

PARTICIPANT # _____

Name:	Last 4 digits SSN:	Hourly Wage::	
Job Title:	Hours per Week:	Start Date:	Retention Wage Subsidy End Date:

PARTICIPANT # _____

Name:	Last 4 digits SSN:	Hourly Wage::	
Job Title:	Hours per Week:	Start Date:	Retention Wage Subsidy End Date:

PARTICIPANT # _____

Name:	Last 4 digits SSN:	Hourly Wage::	
Job Title:	Hours per Week:	Start Date:	Retention Wage Subsidy End Date:

PARTICIPANT # _____

Name:	Last 4 digits SSN:	Hourly Wage::	
Job Title:	Hours per Week:	Start Date:	Retention Wage Subsidy End Date:

PARTICIPANT # _____

Name:	Last 4 digits SSN:	Hourly Wage::	
Job Title:	Hours per Week:	Start Date:	Retention Wage Subsidy End Date: