



PRE-EMPLOYMENT TRANSITION SERVICES WORK EXPERIENCE AGREEMENT

The purpose of this agreement is to provide the trainee with an opportunity for career exploration and skill development. The parties entering into this agreement are:

_____, hereinafter referred to as, Business

_____, hereinafter referred to as Trainee, and SkillSource.

This agreement begins _____ and ends _____ or after _____ hours worked, whichever comes first.

A. Business agrees to:

1. Teach Trainee assigned training tasks (Attachment C: Training Plan).
2. Evaluate Trainee's competence performing assigned tasks (Attachment C: Training Plan).
3. Provide sufficient equipment and materials to perform assigned tasks. Provide enough work to occupy all Trainees during working hours.
4. Familiarize Trainee with business location, co-workers, dress standards and safe working practices.
5. Schedule Trainee work hours to avoid conflict with school or classroom training. Release Trainee for other training as requested by SkillSource. Trainee may not work more than 40 hours per week (Saturday through Friday).
6. Notify SkillSource within eight hours concerning a Trainee accident or injury.
7. Monitor work attendance including timesheet due date and signatures. Late timesheets will delay Trainee's paycheck.
8. Report only actual hours worked and delegate timesheet approval to another supervisor if Trainee's regular supervisor is absent and/or not available to sign.
9. Allow Trainee unpaid leave for State holidays. No overtime, holiday or sick pay allowed. Payment for hours worked in excess of these limits will be the sole responsibility of the worksite.
10. Give Trainee a ½ hour unpaid lunch break when working more than five hours. Trainees must be allowed appropriate breaks.
11. Notify SkillSource Trainer if Trainee is habitually absent.
12. Maintain a current minor work permit, when training individuals under 18 years of age.
13. Read, post, and follow "Minor Work Regulations" where applicable.
14. Comply with Attachment A: Employer Assurances, Attachment B: General Conditions and Supervisors Manual.

B. Trainee agrees to:

1. Meet performance objectives assigned by supervisor and trainer.
2. Be to work on time and notify supervisor before shift if late or if you cannot make it to work.
3. Dress and behave according to business standards. Follow instructions and avoid unsafe acts.
4. Not use alcohol or drugs before work. Such behavior will result in termination.
5. Learn assigned tasks to the best of your ability and ask supervisor if unsure how to do a task.
6. Notify your trainer and supervisor at least one week before quitting.
7. Read Minor Work Regulations and be aware of unsafe working conditions (if under 18).
8. Maintain satisfactory school progress.
9. Submit timesheet to SkillSource on time. Late timesheets will delay your paycheck.
10. Notify trainer if you have concerns about your ability to perform to workplace expectations.
11. Additional trainee requirements and expectations: _____

C. SkillSource agrees to:

1. Inform supervisor and trainee about guidelines and procedures, including business and trainee rights and responsibilities.
2. Assist trainee and supervisor to resolve any workplace problems.
3. Counsel trainee to resolve personal problems affecting training.
4. Monitor trainee and business periodically to review progress and compliance with this agreement. Review trainee’s evaluations, counsel trainee and make worksite adjustments as necessary.
5. Pay trainee \$_____ per hour, social security and worker’s compensation taxes for actual hours worked performing assigned training tasks. Trainee will not be paid for absences (sickness or otherwise) or recreational activities.
6. Provide special clothing and safety gear when not normally available from business.
7. Monitor school progress.
8. Familiarize supervisor with effective trainee training techniques.
9. Make careful placements to participating businesses.

I understand and accept the responsibilities and conditions of this agreement.

Trainee

Date:

Authorized Business Representative

Date:

SkillSource Representative

Date:

Attachment A: Assurances

In connection with SkillSource, federal, and state policy concerning Work Experience training, Business assures that:

1. Trainee will not replace any laid-off or terminated employees of the Business.
2. Trainee will not be involved in political activities during work hours.
3. Working conditions for the Trainee will be the same as those of similarly employed workers.
4. Trainee will not construct, operate or maintain a facility used or to be used for sectarian instruction or as a place of religious worship.
5. Business will not discriminate against any individual on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief.
6. Working conditions will not be unsanitary, hazardous or dangerous.
7. Training agreement will not impair existing contract for services or collective bargaining agreements.
8. Trainee is not related to the Business owner's or supervisor's family.
9. Business will take necessary actions to comply with Department of Labor regulations and requirements upon written notification from SkillSource of non-compliance with any of the assurances, agreements or conditions of this agreement. Appropriate corrective action shall occur within ten (10) days written notice from the date of mailing.
10. Business will comply with the conditions stipulated in Attachment B: General Conditions.
11. Business will adhere to the conditions of the Training Agreement as they pertain to the worksite.
12. Business will provide appropriate Trainee job descriptions, service agreements, evaluations and other records required by SkillSource.

Authorized Business Representative

Date

SkillSource Representative

Date

Attachment B: General Conditions

RECORD KEEPING:

Business will keep trainee records including:

- Trainee time and attendance
- Copies of warning letters and other correspondence relating to trainee
- Copy of Training Agreement

COLLECTIVE BARGAINING:

If a collective bargaining agreement is in effect during the training period, business shall give a copy of this Training Agreement to the collective bargaining agent. If any provision of this Training Agreement is inconsistent with any provision of an applicable collective bargaining agreement, business shall obtain agent's written concurrence. Business shall retain written evidence of the notification to, and the concurrence of, the collective bargaining agent.

COMPLAINTS/GRIEVANCES:

Complaints arising from this training shall first be informally resolved between the complainant and the respondent. Bona fide Workforce Investment Act complaints shall be processed in accordance with the SkillSource Complaint and Grievance Procedure. SkillSource reserves the right to review any complaint or grievance arising from the terms of this agreement. Business agrees to present any relevant documentation or records to SkillSource upon written request.

MODIFICATIONS:

Amendments to this agreement may be made when there is a:

- Change in the end date and/or total number of hours to be worked by the trainee
- Revision of training plan
- Additional requirements that are imposed on SkillSource
- Amendments must be in writing with signatures or initials on the original agreement.

DISCIPLINARY ACTION:

Prior to suspension or termination of training, business shall notify trainee and SkillSource of unsatisfactory performance. The notification must describe the problem(s), corrective action which must occur, and the consequences if the problem continues.

DISPLACEMENT OF WORKERS:

No currently employed worker may be displaced by a trainee (including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits). No trainee shall be assigned or job opening filled when any other individual is on layoff from the same or any substantially equivalent job or when the business has terminated the employment of any regular employee or otherwise reduced its workforce with the intent to host a trainee. Work Experience and Internship positions cannot infringe upon the promotional opportunities of employees.

FEDERAL/STATE LIABILITY:

It is understood that the United States and the State of Washington are not parties hereto and that no legal liability on the part of the Federal or State Government is implied under the terms and conditions of this agreement.

INDEMNIFICATION:

Business shall indemnify, defend and hold harmless SkillSource against any and all claims, liabilities, obligations, losses, costs, charges, expenses, causes of action, suits, demands, judgments and damages of any kind or character whatsoever, including, but not limited to, reasonable attorneys' fees and costs incurred or sustained by SkillSource, arising from the activities of Business, its agents or employees, pursuant to this Agreement or the failure to perform the obligations hereunder, by Business, its agents or employees.

SkillSource shall indemnify, defend and hold harmless Business against any and all claims, liabilities, obligations, losses, costs, charges, expenses, causes of action, suits, demands, judgments and damages of any kind or character whatsoever, including, but not limited to, reasonable attorneys' fees and costs incurred or sustained by Business, arising from the activities of SkillSource, its agents or employees, pursuant to this Agreement or the failure to perform the obligations hereunder by SkillSource, its agents or employees.

Attachment C: Pre-ETS Work Experience Worksheet

Trainee _____ Job Title _____ Trainer _____

Work Site _____ Phone _____

Worksite Address _____

Trainee's Supervisor _____ Title _____

Business Type PRIVATE _____ PUBLIC _____ NON-PROFIT _____

Start Date _____ Days/week _____ Work Schedule _____ Wage _____ Est. End Date _____

Work Experience Specific Training Tasks:
1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

ADDITIONAL INFORMATION

Note any additional circumstances or needs (i.e. uniforms) _____

Will the trainee use any power tools/equipment? Yes _____ No _____

If yes, list _____

How much of the time will the trainee be directly supervised? _____%