

# DREP Worksite Agreement

This Agreement is made between \_\_\_\_\_ hereafter called **ORGANIZATION**, and \_\_\_\_\_ hereafter called **EMPLOYER**. These parties agree that the **EMPLOYER** shall provide work experience and supervision to Disaster Recovery Employment Program (DRJP) participants at Worksites in accordance with the General Assurances which are part of this agreement.

<b>EMPLOYER INFORMATION</b>	Company 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 NAME
<b>WORKSITE INFORMATION</b>			

Employer Authorized Representative Signature	Type/Print Name	Title	Date
Organization 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 “DREP participant.” A Job Description will be provided to each DREP participant served under this Agreement. The DREP participant will not start work until all required parties have signed the “Worksite Agreement.” The EMPLOYER and ORGANIZATION shall work together to determine the most efficient process for collection of timesheets to ensure prompt payment to DREP participants.
3. The EMPLOYER agrees to provide work experience for the Disaster Recovery Employment Program (DREP) participant as follows and ensure that:
  - (1) No DREP participant exceeds 2,080 hours or 12 months of employment, whichever occurs first.
  - (2) Wages which are determined by the EMPLOYER and are paid by the ORGANIZATION are 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 DREP participant.
7. The EMPLOYER Worksite shall notify DREP program staff of DREP participant terminations.
8. The EMPLOYER agrees to provide the instruction, supervision of employees, equipment tools, etc. that are necessary for the DREP participant to conduct their job duties.
9. The EMPLOYER will agree to absorb all financial liability for any costs that may result from damage caused by the DREP participant.
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 DREP participant worked.
11. The EMPLOYER will treat DREP participants in the same manner as other employees in regards to disciplinary action.
12. The EMPLOYER will ensure that the tasks the DREP participant performs are calculated to repair results of the disaster and are performed within the disaster area.
13. The EMPLOYER will notify the ORGANIZATION when all tasks have been completed at the Worksite.
14. The EMPLOYER will ensure that no DREP participant will be involved in any sectarian or political activities.
15. The EMPLOYER will retain an “Emergency Contact” form for each DREP participant.
16. The EMPLOYER will retain all tools purchased through the DREP at the end of the project.
17. The EMPLOYER will make appropriate contact with the Department of Natural Resource to ensure activities are not negatively impacting endangered species or their habitats.
18. MONITORING: The employer understands that the ORGANIZATION, Iowa Workforce Development, U.S. Department of Labor, or other such related agencies may monitor this Worksite to ensure compliance with rules and regulations.
19. EMPLOYEE DISPLACEMENT/REPLACEMENT: No DREP participants shall 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). A DREP participant in a program or activity 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 the DREP participant; 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 DREP participants alleging displacement may file a complaint under the applicable grievance procedures found at 20 C.F.R. Part 667.600. (WIOA Section 181)
20. WORKERS COMPENSATION: The ORGANIZATION is responsible for job related injuries to the DREP participant and will provide insurance through Workers Compensation or other adequate medical and accident insurance. The EMPLOYER/Worksite supervisor MUST contact the ORGANIZATION immediately upon a workplace injury of a DREP participant and complete the necessary forms.
21. HEALTH AND SAFETY: The DREP participant will complete the same type of job duties as other regular employees. DREP participants employed or trained in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.
22. 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 training site by the program staff.
23. INAPPROPRIATE ACTIVITIES: The EMPLOYER will not place DREP participants in unapproved activities. If DREP participants are assigned to unapproved activities, DREP participant(s) will be immediately removed from the worksite.
24. NEPOTISM: No DREP participant may be placed in an employment activity of a member of that person’s immediate family is directly supervised by or directly supervises that individual.
25. UNION COMPLIANCE: The EMPLOYER/ORGANIZATION will ensure this work experience 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))
26. 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 source.
27. EQUAL OPPORTUNITY: The EMPLOYER agrees not to discriminate against any DRJP participant 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 applicants are employed, and that 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)
28. 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.
29. 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.
30. RELATIONSHIP OF PARTIES: The EMPLOYER does not become the agent of the ORGANIZATION for any purpose pursuant to this Agreement and will make no representation of any such agency. In agreeing to employ and provide training for the DREP participant, the EMPLOYER understands that this does not make the DREP participant an employee or agent of the ORGANIZATION.
31. TERMINATION OF AGREEMENT: The ORGANIZATION may terminate, effective immediately, performance of work under this Agreement if, for any reason, the ORGANIZATION determines that such termination is in the best interest of the program. The ORGANIZATION may also cancel this Agreement if it determines that the EMPLOYER has failed to provide any of the training specified or failed to comply with any of the other provisions contained in the Agreement or any other program requirement.
32. AVAILABILITY OF FUNDS: This Agreement is predicated on the continuing availability of funds from Iowa Workforce Development

**Acknowledgement: I have received the above information. Employer’s Initials: \_\_\_\_\_ Date: \_\_\_\_\_**

