



The Private Industry Council

Serving Multnomah and Washington Counties and the City of Portland

WORKSITE AGREEMENT

This agreement authorizes the placement of up to _____ youth, who are enrolled in Work Experience positions with The Private Industry Council and supervised by _____ hereinafter referred to as the Worksite Operator. It is understood that while this agreement authorizes placement with the Worksite Operator, it does not guarantee that youth will be placed with the Worksite Operator.

This agreement establishes the terms for cooperation between The Private Industry Council (TPIC) and the Worksite Operator. It is understood that a Work Experience Training Agreement (WETA) for each individual placed with the Worksite Operator will be signed by the staff member who will serve as the direct supervisor of the youth placed, by the authorized program representative and by the youth employee. A group WETA covering more than one youth may be used when all positions with the worksite are identical in description and hours to be worked.

The completed WETA will include a job title and the job duties listed in order of importance, a work schedule, authorized starting and ending dates, and the maximum number of hours the youth may work during the Work Experience.

This agreement will be effective for one year, beginning on _____.

TERMS AND CONDITIONS

Part I

The Private Industry Council (TPIC) and the Worksite Operator recognize that the purpose of the youth employment program is to place youth with worksites which will help to:

- A. Develop and teach good work habits, responsibilities and skills;
- B. Give care and attention to the personal development of each youth;
- C. Help to prepare the youth for future gainful employment;

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- D. Provide a healthy and safe working environment;
- E. Train and supervise the accepted youth throughout the training period according to the youth's needs.

Part II

The PIC agrees as follows:

- A. TPIC is the employer of the youth placed under this agreement and is responsible for the youth's wages. TPIC will maintain worker's compensation and any other required fringe benefits for each youth placed during the term of this agreement;
- B. To provide or coordinate provision of a thorough orientation to the worksite supervisor, including a supervisor's manual;
- C. To provide or coordinate provision for both the worksite and the trainee a copy of the completed and signed Work Experience Training Agreement (WETA);
- D. To provide or coordinate provision of technical assistance in explaining applicable federal, state, and local requirements;
- E. To provide or coordinate provision of support services to youth which are deemed necessary to gain or retain employment or training;
- F. To provide or coordinate provision for the youth and the worksite supervisor a staff representative who will be available for assisting with time card completion, information sharing, crisis intervention, support counseling, job placement, and any other assistance that will foster positive relations between TPIC, the trainee, and the worksite.

Part III

The Worksite Operator agrees as follows:

- A. To fully comply with
 - 1. TPIC policies and procedures;
 - 2. JTPA and all other applicable federal, state, and local laws and regulations;
 - 3. The supervisor's responsibilities as outlined on the back of the Work Experience Training Agreement.
- B. To provide training as outlined in the Work Experience Training Agreement;
- C. To notify their TPIC or agency liaison if the job description on the Work Experience Training Agreement needs to change significantly so that a new WETA can be developed;

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- D. To fill no more than the number of positions authorized by this agreement, unless given written authorization by Jane Pullman, a TPIC Training Liaison, or a TPIC STEP Liaison;
- E. To decide within two working days whether to accept referred youth and shall notify the designated TPIC representative of that decision within the two day period;
- E. To comply with all federal or state child labor laws;
- F. To ensure that no youth shall be required to work more than eight (8) hours in one day or more than forty (40) hours in one week;
- G. To maintain accurate, written, daily time and attendance records for all youth placed under this agreement and to notify the designated TPIC representative at least two days before the trainee reaches the maximum allowable hours;
- H. To provide a structured and well supervised training/learning experience. All direct supervisors must make themselves available for a supervisor's orientation;
- I. To provide a thorough orientation to each youth during the first week of training. This orientation should include: description of the mission of the organization; worksite rules and regulations; agency/organization chain of command; agency hiring practices and other career information. Youth must also be informed of the procedures used by employees of the organization to make and resolve complaints/grievances and that they may use the grievance procedures of The PIC program. If the Worksite Operator does not have a formal grievance procedure, it is the responsibility of the Worksite Operator to inform all youth of their right to follow the grievance procedure which governs The PIC program;
- J. To explain all applicable safety rules and regulations to each youth placed under this agreement and to posted them at the worksite;
- K. To designate a back-up contact person and supervisor at the worksite who will assume supervisory responsibilities for youth during vacation, illness and other temporary absences of the assigned direct supervisor;
- L. To consult with their TPIC Training Liaison, their STEP Advocate, or the Summer Coordinator before transferring, suspending, or releasing a youth from the worksite. No additional youth will be placed with the Worksite Operator if a youth hired under this agreement is suspended or released without proper consultation with TPIC staff;
- M. To allow worksite and record monitoring by authorized TPIC representatives while this agreement is in effect;

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- N. To promptly notify TPIC upon learning that an ineligible youth may be enrolled in the program or that this agreement is being violated in any way;
- O. To complete and submit all required forms accurately and in a timely manner. Required forms may include: timecards, trainee evaluations, and updated trainee rosters;
- P. No youth may exceed the maximum number of hours for the training period specified in the WETA without written authorization from The PIC. The Worksite Operator will be responsible for payment of wages for hours worked without written authorization from TPIC in excess of the hour limitation;
- Q. No person shall be denied employment or services by the Worksite Operator on the grounds of race, color, religion, gender, national origin, age, handicapping condition, citizenship, political affiliation or belief, or perceived or actual sexual orientation;
- R. The Worksite Operator may not accept a youth for placement at the site if a member of the youth's family is employed in an administrative capacity with the Worksite Operator. This includes persons who have selection, hiring and/or supervisory responsibilities for the youth;
- S. The worksite may not use a trainee to displace, replace, or cause a reduction of hours for any employee. The trainee may not be placed in a job substantially equivalent to positions for which an employee has been laid off;
- T. No youth placed with the Worksite Operator under this agreement shall be involved in sectarian or political activities during the period of his/her WETA. These activities include:
 - 1. Work for an organization which is controlled or administered by a church or religious or political organization;
 - 2. Work for an organization that has as a purpose the teaching or promotion of religion;
 - 3. Work for an organization that imposes religious or political restrictions upon access to service;
 - 4. Required attendance at or participation in religious or political activities.

Part IV

The PIC and the Worksite Operator agree that:

- A. Youth are subject to the rules of the agency to which they are assigned.

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Youth may be released from the worksite for reaching the maximum number of hours of training specified in the WETA, poor attendance, prolonged illness, failure to meet the agency standards of behavior, or failure to make an earnest attempt to complete assigned duties. The Worksite Operator must notify the appropriate TPIC representative when considering such a decision;

- B. This agreement may be terminated by either party upon providing ten (10) days written notice of the intent to terminate, except in a situation where the Worksite Operator is found to have violated applicable federal, state or local laws or regulations. In such a situation, termination of this agreement may be immediate;
- C. This agreement may also be terminated by TPIC at any time upon giving written notice to the Worksite Operator that federal, state or local grants are suspended or terminated during the agreement period;
- D. Any WETAs that are in effect at the time that this agreement is terminated for any reason are null and void immediately upon termination of this agreement;
- E. The Worksite Operator understands that TPIC may require the implementation of a Corrective Action Plan should the Worksite Operator fail to perform as required by this agreement.

I have read, understand, and concur with the terms and conditions of this Worksite Agreement, and have received a copy of it.

Authorized Rep. Worksite Operator / date

Authorized Rep. TPIC / date

Title

Title

Worksite Operator

TPIC Program

Address

Address

City, State, Zip Code

City, State, Zip Code

Phone

Phone

APPROVED AS TO FORM

wexagree.soa

Jeffrey L. Rogers
CITY ATTORNEY

- * Authorize a worksite agreement with The Private Industry Council.

The City of Portland ordains:

Section 1. The Council finds:

1. The Bureau of Parks and Recreation's summer Oregon Youth Conservation Corps (OYCC) program requires the participation of The Private Industry Council to provide youth with an opportunity for meaningful work experience in Portland Parks natural resource areas.
2. The Private Industry Council has offered to pay wages, provide workers compensation insurance, and other required fringe benefits; and to provide coordination and assistance.
3. The Bureau of Parks and Recreation is willing to provide supervision and training for workers provided to the OYCC program by The Private Industry Council and to meet all other obligations required of the Worksite Operator by the Worksite Agreement attached as Exhibit A.
4. The Superintendent of the Bureau of Parks and Recreation recommends that the City enter into the worksite agreement attached as Exhibit A.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Affairs is hereby directed to execute a worksite agreement with The Private Industry Council substantially in accordance with the agreement attached and by reference made a part of the Ordinance.

Section 2. The Council declares that an emergency exists in order that the OYCC program be able to commence without delay; therefore, this Ordinance shall be in full force and effect after its passage by Council.

Passed by the Council, **JUN 19 1991**

BARBARA CLARK
Auditor of the City of Portland
By *Britta Olson* Deputy

1061

Agenda No.

ORDINANCE NO. 164309

Title

*Authorize a worksite agreement with The Private Industry Council.
(Ordinance)

<p>INTRODUCED BY</p> <p>NOTED BY THE COMMISSIONER</p> <p>Affairs <u>MJD/dad</u></p> <p>Finance and Administration</p> <p>Safety</p> <p>Utilities</p> <p>Works</p> <p>BUREAU APPROVAL</p> <p>Bureau:</p> <p>Prepared By: _____ Date: _____</p> <p>Budget Impact Review: <input type="checkbox"/> Completed <input type="checkbox"/> Not required</p> <p>Bureau Head: <u>Charles J. J. (B)</u></p>	<p>Filed: <u>JUN 14 1991</u></p> <p style="text-align: center;">Barbara Clark Auditor of the City of Portland</p> <p>By: <u>Cay Kershner</u> Deputy</p> <p>For Meeting of:</p> <p>Action Taken:</p> <p><input type="checkbox"/> Amended</p> <p><input type="checkbox"/> Passed to Second Reading _____</p> <p><input type="checkbox"/> Continued to:</p>
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AGENDA		FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
Consent	Regular			YEAS	NAYS
<input checked="" type="checkbox"/>		Blumenauer	Blumenauer	<input checked="" type="checkbox"/>	
NOTED BY		Bogle	Bogle	<input checked="" type="checkbox"/>	
City Attorney		Kafoury	Kafoury	<input checked="" type="checkbox"/>	
City Auditor		Lindberg	Lindberg	<input checked="" type="checkbox"/>	
City Engineer		Clark	Clark	<input checked="" type="checkbox"/>	