

Texas Back-to-Work Initiative – Dallas County
Employer Agreement

The Texas Back-to-Work (TBTW) Initiative supports employers who hire and retain eligible individuals in full-time employment by reimbursing a portion of wages paid in order to offset the costs associated with training and developing the employee into the employer's regular workforce.

This agreement explains the Texas Back-to-Work Initiative, the benefits to the employer, and your rights as a participating employer. This agreement is hereby entered into between the Texas Back-to-Work employer, _____ hereafter known as the Employer, and Workforce Solutions Greater Dallas via its contractor, ARBOR E&T LLC, hereafter known as **WFS Dallas**. **This agreement must be executed no later than 30 days after hiring an eligible TBTW candidate.** Questions regarding this program should be directed to WFS Dallas at (214) 302-5555.

Upon completing the program and satisfying the requirements described herein, the Employer will be eligible to receive a wage and training subsidy based on the total amount of time the qualified individual remained actively employed. The total amount the Employer is eligible for per qualified individual is \$2,000, although should the employee be terminated prior to reaching the 120 day benchmark, the Employer may be eligible to receive the amount that corresponds to the benchmark that was completed (30, 60, or 90 days, defined as consecutive 24 hour periods based on the calendar). The retention periods and corresponding total subsidy amounts are as follows:

- o 30 to 59 days - \$800
- o 60 to 89 days - \$1,400
- o 90 to 119 days - \$1,800
- o 120 days and beyond - \$2,000

EMPLOYER AGREES:

Program Participation:

1. To comply with all requirements of the provisions of Texas laws for the Texas Back-to-Work Initiative;
2. To comply with WFS Dallas requirements in regard to providing payroll registers, employment verification, and other documentation as requested for the purpose of processing payment
3. To permit TWC or WFS Dallas to audit and verify the claims made by the Employer;
4. 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, Workforce Solutions Greater Dallas and its officers, agents, contractors 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;
5. To utilize the *WorkInTexas.com* online job matching system for initial job posting and qualified candidate matching based on knowledge and skills, or other criteria established by the Employer.

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. To not create a position that will infringe on any of the promotional opportunities of currently employed individuals;
4. That said company is not involved in a strike, lockout, or labor dispute;
5. To submit an invoice and payroll documentation for each TBTW employee that includes either a payroll register, check proofs or check stubs which shows the employer name, employer EIN, employee name, hourly rate of pay, hours worked, hours paid, and the period of payment;
6. To pay all TBTW employees 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;
7. To ensure that the position is for regular employment, not seasonal or temporary with a definite release date;
8. To withhold and 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;

