



# Associate Agreement

This agreement is made this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between Working Fields, LLC (hereafter referred to as "Working Fields") and \_\_\_\_\_ (hereinafter referred to as "Associate").

Working Fields agrees to provide, and Associate hereby agrees to subscribe for, the services of Working Fields and other ancillary services provided by Working Fields, including, but not limited to personnel placement, upon the following terms and conditions:

## **A. Working Fields Responsibilities:**

1. Working Fields will work with prospective Employers to find suitable temporary assignments for the Associate based on their work skills and experience.
2. Working Fields will aid in preparation for interviews and review resumes prior to presenting to prospective Employers.
3. Working Fields will meet with associate at least once every 40 hours worked to review associates recovery plan or life plan in regards to the employees physical and emotional wellbeing.
4. Based on the perspective employer's policies, Working Fields will share only background information as specifically required to obtain and maintain employment. Working Fields will not share specific details of Associates background with any perspective employer except to the extent that Associate may be a Second Chance hire and report compliance with Working Fields and Associates employment agreement.
5. Background checks will be conducted only if a requirement of a specific assignment.
6. Working Fields will maintain all personnel files and payroll records for its associates.
7. Working Fields has sole responsibility to determine and set the level of compensation of its associates.
8. Working Fields will withhold, pay and report all taxes and issues associate W-2 forms at the end of each year with respect to each of its associates provided to Associate, as required by law.
9. Working Fields will maintain unemployment, general liability and fidelity insurance with respect to the associates.

## **B. Associate's Responsibility:**

1. Associate agrees to disclose Associates background as it relates to substance use treatment, recovery and any past criminal record.



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2. Associate agrees to meet weekly with a Working Fields Recovery Coach or Life Coach to review associates recovery plan or life plan. Continued employment is contingent on participation in coaching sessions. Part time employees meeting frequency will be adjusted accordingly.
3. Associate will log on to the Working Fields Time System accessed through [www.WorkingFieldsllc.com](http://www.WorkingFieldsllc.com) and input hours on a minimum of a weekly basis. Hours are required to be submitted for approval each Saturday at the end of each work week. Hours are reviewed and subject to modification by the Employer Associate is assigned. Associates are responsible for accessing the system through a compatible smart phone, tablet or computer. Associates that do not own the appropriate electronic equipment are responsible to access a computer at a local library, recovery center or the Working Fields offices.
4. Associate will report to work on a timely basis and comply with the specific Employers policies and procedures while on assignment.
5. Associates are fully expected to report to work for all assigned shifts. Establishing excellent attendance records is critical to maintaining position and ultimate conversion to Employer at end of assignment.
6. Associate will notify both the Employer and the Working Fields Account Manager if Associate cannot report to work. Associate are required to notify Employer as per Employer's notification policy. Working Fields has a zero-tolerance policy on no show, no calls and Associates may be subject to termination.
7. Associate will notify Employer Supervisor and Working Fields immediately in the event of a work-related injury.
8. Associate will notify Working Fields immediately in the event of a discrimination or sexual harassment complaint.

### **C. Other Terms and Conditions:**

Working Fields and Associate agree to the following additional terms and conditions with respect to the provision of associates by Working Fields to Associate:

1. It is understood and agreed that Associate has granted Working Fields permission to use Associate's story in the Working Fields recruitment advertising and other recruiting efforts and activities. Use of name will only be with the written consent of the Associate.
2. It is understood that the Associate is an at will employee of Working Fields and may be terminated without cause.
3. Services may be adjusted at any time upon the mutual consent of Working Fields and Associate.

### **D. Terms and Conditions of Payment**



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## 1. Payroll

Pay week will run from Sunday to Saturday. Payroll will be paid weekly on the Friday following the end of the prior week. Associates will provide back account information for direct deposit, unless other arrangement are made. All applicable federal and state taxes will be withheld.

## E. Conversion to Regular Full Time Status

Associate acknowledges that an ongoing contractual relationship exists between Working Fields and the Employer. Associate agrees not to interfere or assist others to interfere with this relationship while Working Fields associates are on assignment and for a period of 6 consecutive months past the ending date of assignment.

Associate further acknowledges that Working Fields has incurred expenses associated with maintaining its temporary associates, such as advertising, recruiting, testing and reference checking. Associate agrees that if Client wishes to transfer a Working Fields associate to its payroll, Associate may do so only after Client has meet the obligation under the Client Agreement.

## F. Guarantees

1. If Working Fields is notified during the first four (4) hours of an associate's assignment that Client is not satisfied with the quality of work of the associate, Working Fields will provide a replacement associate and will not charge Client for the hours worked by associate. In turn, Working Fields will not pay Associate for these hours but will work in good faith to find Associate another assignment.

## G. Representations and Qualifications

1. This agreement and any attachments constitute the entire Agreement and neither the Agreement nor any amendment shall be valid or enforceable unless in writing and signed by authorized representatives of both parties.
2. All notices or other communications required or permitted to be given under this Agreement shall be directed to Working Fields at its offices at 20 Kimball Ave., Suite 104, South Burlington, VT 05403, and to Associate at its address as provided during the onboarding process, or any such other place as shall be specified by written notice given by either party.
3. Associate acknowledges that Working Fields is an equal employment opportunity employer, and Associate agrees that it will not harass, discriminate, against or retaliate against any Working Fields associates based on race, religion, national origin, age, sex, disability, marital



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status or any other category protected by law. Associate represents that it has in place policies prohibiting harassment in the workplace (including sexual harassment). Associate further agrees not to engage in nor permit any agent of Associate, vendor, contractor or other third-party at Associate's worksite to engage in any practice that constitutes sexual harassment or other illegal harassment of Working Fields associates.

### **H. Termination of Services**

This agreement may be terminated by either party upon 30 days written notice to the other party or immediately upon the breach of any provision.

### **I. Agreements to Indemnify**

1. Associate shall indemnify, defend and hold harmless Working Fields from any and all losses (including court costs and attorneys' fees), and claims of any kind, which Working Fields may incur, or which may be claimed against Working Fields as a result of Associate's material breach of any of its responsibilities under this Agreement; any alleged, violation by Associate of any federal, state, or local laws, including OSHA, at the worksite of Working Fields associates assigned to Associate; and the acts, efforts or omissions of Working Fields associates while performing services for Associate.
2. Working Fields shall hold harmless, indemnify and defend Associate and its employees, officers, and directors from losses or expenses incurred in connection with any workers' compensation claim or workers' compensation lawsuit brought by a Working Fields temporary associate arising from a work related injury sustained while such temporary associate was working on assignment at Associate. Associate shall give Working Fields prompt notice of any such claim or lawsuit and shall cooperate with Working Fields and its counsel in the defense of such claim or lawsuit. Notwithstanding any provisions to the contrary, in no event will Working Fields be liable to Associate for any special, incidental, indirect or consequential damages (including lost profits) arising out of this Agreement whether in an action for or arising out of breach of contract, tort, or any other cause of action.

### **J. Waiver**

Failure by either party at any time to require the performance of the other party or to claim a breach of any provision of this Agreement will not be considered a waiver of any subsequent breach or failure to perform under the terms of this Agreement.



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**K. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Vermont.

**L. Partial Invalidity**

Should any provision of this Agreement be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and shall stand as if the unenforceable provisions did not exist.

**IN WITNESS WHEREOF**, Working Fields and Associate have caused this Agreement to be executed on the date written above and effective on the "date" set forth below:

**Accepted: Associate**

By: \_\_\_\_\_

Print Name \_\_\_\_\_

Date: \_\_\_\_\_

**Accepted: Working Fields**

By: \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_