

## Contract #\_\_\_\_\_

- The parties agree to all the terms in this OJT Agreement by affixing their signatures below:

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7.

### REIMBURSEMENT COMPUTATION

Beginning Wage and Expected Wage Increase:

\$_____ (Wage)	x_____ (hrs)	x_____ (%) =	\$
\$_____ (Increased Wage)	x_____ (hrs)	x_____ (%) =	\$
\$_____ (Increased Wage)	x_____ (hrs)	x_____ (%) =	\$

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8.

### CONCURRENCES

Is the OJT position covered under a collective bargaining agreement? Yes\_\_ No\_\_.

If yes, concurrence with this Agreement must be requested from the appropriate bargaining representative, and concurrence letter must be attached.

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9.

### GENERAL PROVISIONS

- A. **EMPLOYER WILL HIRE AND TRAIN:** The Trainee will be hired by the Employer and will be provided with all necessary instruction, equipment, and materials. The Employer agrees to provide On-the-Job Training (OJT) in accordance with the Training Plan included in this Agreement.
- B. **PAYMENTS:** The Employer agrees to invoice the OJT Agency for training costs up to the amount specified in this Agreement. Payments shall be based only upon hours actually worked by the Trainee. Payments will not be made for overtime hours, vacation, sick leave, plant closures, or other paid non-work time. The final reimbursement form must be submitted within 30 days after the end of this Agreement. The Employer must submit a Reimbursement Form monthly which must be accurate and complete. Any payment which is found to violate the terms of this Agreement must be returned by the Employer to the OJT Agency.
- C. **COMMITMENT TO RETAIN:** The Employer agrees that upon successful completion of the Training Plan and/or completion of the Employer's customary probationary period, the Trainee will continue to be employed as a regular rather than as a temporary or seasonal member of the Employer's workforce.
- D. **TRAINEE ELIGIBILITY:** The Trainee must be assessed by and found eligible for training by the OJT Agency. The Trainee must have a need for the skills listed in the Training Plan and must not have been hired by the Employer prior to the beginning date of this Agreement.
- E. **RATIO OF TRAINEES TO REGULAR EMPLOYEES:** In order to assure that trainees on OJT contracts do not represent a disproportionate share of the employers' work force, a maximum ratio of one trainee to four regular employees (or 25%) should be maintained. This standard will apply to all work places with five or more employees (including trainees).
- F. **MAINTENANCE OF EFFORT, LAYOFFS AND RELOCATION:** No currently employed worker shall be displaced by the Trainee (including partial displacement such as a reduction in the hours of non-overtime work wages or employment benefits), nor shall the Trainee be employed in a job opening when any other individual is on layoff from the same or any substantially equivalent job or when the Employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring the Trainee. The hiring of the Trainee under this Agreement may not infringe upon the promotional opportunities of currently employed individuals. No trainee shall be employed in a job with a relocating company for the first 120 days after the

company commences operations at the new or expanded location, if the location results in an employee's job loss at the original site.

- G. **ATTENDANCE AND PAYROLL RECORDS:** The Employer shall maintain for the Trainee accurate daily time and attendance records showing hours worked, and payroll records showing all deductions taken and wages paid. The Employer agrees to retain these records for three years after the completion of this Agreement.
- H. **FRINGE BENEFITS:** The Employer will provide the Trainee with all benefits provided to other entry level employees. Workers' compensation or comparable accident or liability insurance coverage for work-related injury or illness is required.
- I. **DISMISSAL POLICY:** Except for serious violations of Employer policies, the Employer will not dismiss the Trainee without contacting the OJT Agency and allowing for counseling and corrective action to occur.  
  
In the event of dismissal for serious violations of Employer policies, the Employer must notify the OJT Agency on the first working day after dismissal.
- J. **TRAINEE WAGES:** The Trainee should be placed on the payroll of the Employer and shall receive wages equal to the normal entry level rate of employees performing similar work. These wages are to be paid through the Employer's normal and customary pay procedures. The Trainee shall be paid at a wage rate no lower than the Federal or State minimum wage standards, whichever is higher or prevailing wage in compliance with the Davis-Bacon Act.
- K. **TECHNICAL ASSISTANCE:** The OJT Agency will provide assistance to both the Employer and the Trainee throughout this Agreement and, during a follow-up period.
- L. **EEO/AFFIRMATIVE ACTION:** No person shall be denied employment, excluded from benefits, or suffer discrimination under this Agreement because of race, color, religion, sex, marital status, sexual orientation, national origin, age, disability, political affiliation or belief, or solely because of his/her status as a trainee under this Agreement.
- M. **SECTARIAN ACTIVITIES PROHIBITED:** Participants shall not be employed on the construction, operation, or maintenance of any part of any facility that is used for religious instruction or worship.
- N. **DISPUTES:** All disputes shall be resolved informally between the Trainee, the Employer, and the OJT Agency. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Employer to resolve disputes with Employees. If the Employer has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting through the administrative process of the South Central- County Consortium, in lieu of litigation.
- O. **DELEGATION/SUBCONTRACTING:** The Employer shall not subcontract or assign training duties under this Agreement.
- P. **TERMINATION FOR NON-PERFORMANCE:** Failure to comply with any of the terms and conditions of this Agreement shall constitute grounds for termination. This Agreement may be terminated for non-performance by either the Employer of the OJT Agency following written notice to the other party. Such notice must be posted by certified mail, return receipt requested and must specify and document the reason for termination.
- Q. **TERMINATION FOR CONVENIENCE:** Either the Employer or the OJT Agency may terminate this Agreement with ten (10) days advance written notice to the other party. Such notice must be posted by certified mail, return receipt requested.
- R. **PROVISION OF FUNDING:** If funds expected to be received by the OJT Agency are suspended or terminated in whole or in part, funding for this Agreement shall cease.

- S. **MODIFICATIONS:** This Agreement may be modified at any time by execution of a written, signed modification. If the Training Plan, the total training hours, the hourly wage rate, the term of the Agreement or the work location change, the OJT Agreement must be promptly modified.
- T. **SAFETY:** Throughout the duration of the training, the Employer shall ensure that the Trainee is provided with relevant safety instructions and equipment necessary for reasonable protection against injury and damage. Where special clothing or equipment is provided to the Employer's regular employees, the Trainee shall be provided the same type of clothing and equipment. Local, State, and applicable Federal health and safety standards shall be observed.
- U. **MONITORING AND AUDIT:** The Employer agrees that the OJT Agency and/or authorized local, State or Federal representatives have the right to monitor, audit, and review the progress of training and any documents and records pertaining to training for compliance with the terms of this Agreement. This shall include periodic on-site monitoring to ensure the propriety of reimbursements and that training is being provided as specified.
- V. **CUSTOMARY PRACTICES APPLY:** The Employer will ensure that the Trainee is made aware of all the customary practices of the Employer and normal requirements of the job including personnel practices and policies.
- W. **FEDERAL, STATE AND LOCAL LAWS:** The Employer agrees to comply with all applicable Federal, State and local laws including but not limited to:
- (1) the Workforce Innovation and Opportunity Act (WIOA), and its implementing regulations (Copies of this Act and its regulations, including technical assistance in their application, are available from the OJT Agency upon request);
  - (2) requirements governing business licensing, taxation and insurance;
  - (3) requirements that no funds received under this Agreement may be used to assist, promote or deter union organizing;
  - (4) requirements that no funds received under this Agreement may be used to promote political activities;
  - (5) requirements that no Trainee may be hired under this Agreement if such employment violates a Federal or State law regarding nepotism.
- X. **HOLD HARMLESS:** Each party shall take the responsibility for the actions of its own employees or agents when negligence occurs in the performance of this Agreement.
- Y. **DEBARMENT AND SUSPENSION:** Employer agrees to meet Federal and State requirements regarding debarment and suspension.

