

## ON-THE-JOB TRAINING GENERAL ASSURANCES

### 1. Trainee Approval

The Workforce Investment Act (WIA) requires that the following conditions must be satisfied for approving and paying the cost of on-the-job training:

- (a) No currently employed worker is displaced, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits;
- (b) Training does not impair existing contracts for services or collective bargaining agreements;
- (c) In the case of training which would be inconsistent with the terms of a collective bargaining agreement, written concurrence must be obtained from the concerned labor organization;
- (d) No other individual is on layoff from the same or any substantially equivalent job for which such eligible worker is being trained;
- (e) The **Employer** has not terminated the employment of any regular employee or otherwise reduced the workforce with the intention of filling the vacancy so created by hiring the eligible worker;
- (f) The job for which the eligible worker is being trained is not being created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals;
- (g) The training is not for the same occupation as that from which the worker was separated and with respect to which such worker's group was certified;
- (h) The **Employer** has not received payment under any other on-the-job training provided by such **Employer** which failed to meet the requirements of (a) through (f) above;
- (i) The **Employer** has not taken, at any time, any action which violated the terms of any certification described in 3(c) below made by the **Employer** with respect to any other on-the-job training provided by the **Employer** for which any other **Training Operator** has made reimbursement payment; and
- (j) There is no member of the prospective trainee's immediate family engaged in an administrative capacity for the **Employer**.
- (k) **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.

### 2. Termination of Contract

The performance of work under this contract may be terminated by **Operator** when, for any reason, it is determined that such termination is in the best interest of the program, or when it has been determined that the **Employer** has failed to comply with any of the other provisions contained in the contract.

### 3. Termination of Trainees

- (a) **Employer** agrees that trainee will not be terminated without prior notice to such trainee and with prior consultation with **Operator**. Reasonable opportunity will be provided for improvements of any unsatisfactory performance, including substandard or unsatisfactory progress or conduct, so that **Operator** may assist in correcting, adjusting, and improving such performance before termination becomes necessary. This, however, does not preclude the **Employer's** right to terminate trainee in the event of gross misconduct or other causes for immediate termination, as defined in the **Employer's** personnel standards and policy.
- (b) **Employer** shall be responsible to report to **Operator** within ten (10) working days the voluntary or involuntary termination of trainees from the training program.
- (c) **Employer** agrees not to terminate trainee for the exclusive reason of contract expiration. It is expected that the trainee will be retained for at least twenty-six (26) additional weeks after completing the training, if the worker desires to continue such employment, and the **Employer** does not have due cause to terminate the employment.
- (d) **Debarment and Suspension:** **Employer** agrees to meet Federal and State requirements regarding debarment and suspension.

### 4. Trainee Wages and Benefits

- (a) Hourly wages paid to trainees shall not be less than the highest of the following:
  - the minimum wage rate prescribed by the Federal, state, or local law;
  - the prevailing wage rate for persons similarly employed by the **Employer**; or,
  - the wage rate required by an applicable collective bargaining agreement.
- (b) **Employer** agrees that trainee will receive all fringe benefits available to other employees in the same class during the training program, and the trainee will be assured of workers' compensation at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system.
- (c) No trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous, or dangerous to the trainee's health or safety. Participants employed or trained in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.

### 5. Payments

- (a) Payment for OJT shall be based on the total hours worked per month times the training cost per hour within that job title. In no event shall payment exceed 40 hours per week, nor shall total payment exceed the amount agreed upon in this contract.
- (b) **Employer** agrees to provide full-time employment, defined as not less than 32 hours per work week.
- (c) Payments made under this contract cover all payment obligations by **Operator** to **Employer** and payments for the employer's services in providing training is considered sufficient by all parties to cover costs of training. These costs include OJT instruction, non-productive time, extra wastage, added wear and tear of equipment, and the added supervisory effort. No other obligation for payment or other financial liability of any kind is incurred by **Operator**.
- (d) No payments may be made to **Employer** for the training of participants in OJT during the periods of work stoppage as a result of a labor dispute or natural disaster.

### 6. Records Maintenance

- (a) **Employer** shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all training costs and services claimed to have been incurred and anticipated to be incurred for the performance of this contract.
- (b) **Employer's** records to be maintained shall include documentation of trainee's daily time and attendance records.
- (c) The **Employer** shall preserve and make available records until the expiration of five (5) years from the final payment under this contract.
- (d) The **Employer** agrees that authorized representatives of **Operator** and other representatives of funding sources shall be given access to, at all reasonable times, the facilities and records pursuant to this contract.
- (e) Upon request of the **Operator**, the progress of the trainee shall be reported. The **Employer** shall assist in providing the **Operator** access to trainee to perform counseling services.
- (f) **Employer** affirms enrollment and participation in the E-Verify federal work-authorization program.

### 7. 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, reports from public agencies or counselors, or any other source.

### 8. Laws Applicable

The **Employer** will perform its duties under this subcontract in accordance with the (WIA) Regulations, procedures and standards promulgated there under, as well as any subsequent legislation, regulations, procedures, and standards enacted in substitution or in addition thereto.