

Step 5

Agreement # __ - 4 - __

**Workforce Initiative Association
On-the-Job Training Agreement**

This On-the-Job Training (OJT) Agreement is between the _____ whose address is _____ and the **Workforce Initiative Association (WIA)**. Funding is made available to assist businesses in training and retaining a skilled, productive workforce.

This agreement is effective from the **date of signatures below** and shall remain in effect through **June 30, 2018**.

The **Employer** will be paid up to **50%** of each Trainee's regular wages during the Training Period. The **Workforce Initiative Association** must approve all Trainees and all Training Plans prior to the beginning of the training period. Payments must be requested within **30** calendar days after the end of each month of training, using the OJT Invoice form specified. Late invoice submission may void payment rights.

The OJT Employer Information Form, Job Assessment and any Training Plans are included in this agreement by reference. This Agreement may be modified, in writing, at any time and must be mutually agreed upon by both parties. This Agreement, while establishing the reimbursement procedures, remains a non-financial agreement, and no money is obligated until the OJT Training Plan is approved for an eligible participant. The OJT will be considered completed when the end date of the Training Plan arrives or the dollars have been utilized, whichever comes sooner.

Material deviations from this Agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the Employer of funds previously received from the **Workforce Initiative Association**.

The **Employer** and the **Workforce Initiative Association** agree to all the terms in this OJT agreement by signing below. I understand that the provisions of this OJT Agreement shall apply to all hiring and employment of subsidized employees, for the purpose of conducting on-the-job training.

Employer:	Local Workforce Agency: Workforce Initiative Association
Authorized Signature _____ Date _____	Authorized Signature _____ Date _____
Printed Name and Title	Printed Name and Title WIA COO, Joann Breedlove
Union (if applicable) * Authorized Signature _____ Date _____ Printed Name and Title	
*Union representative and Employer agree by signature above that employment of Trainee by Contractor is permissible and that the compensation rate of Trainee is no less than the prevailing wage rate now in effect for the collective bargaining unit.	
Other:	Authorized Signature _____ Date: _____
Printed Name and Title	

Workforce Initiative Association On-the- Job Training Requirements

I. HIRING

- A. **PERMANENT EMPLOYMENT** The employer understands that training provided under this agreement will be for permanent positions with the employer's company. (Training will lead to employment opportunities that will enable trainee to become self-sufficient.) To the extent that unforeseen circumstances allow, continued employment of the trainee upon completion of the training period is expected.
- B. **DISPLACEMENT** The employer assures that trainees under this agreement will not displace any currently employed workers (including partial displacement such as reduction in hours of non-overtime work, wages, or employment benefits).
- C. **LAY-OFF / TERMINATION OF PREVIOUS EMPLOYEES** The employer agrees that no trainee can be employed or job opening filled when: (a) any other individual is on lay-off from the same or substantially equivalent job, or (b) the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by hiring a trainee whose wages are subsidized under this agreement.
- D. **CHURCH & STATE SEPARATION** As this agreement is subject to provisions providing for separation of church and state; trainees may not be employed for or engaged in the construction, operation, or maintenance of any facility used for religious instruction or worship.
- E. **LOBBYING /POLITICAL ACTIVITIES** No funds received pursuant to this Agreement shall be applied in support of, or in furtherance of Trainee's engagement, directly or indirectly, in political, partisan, lobbying, religious, or sectarian related activities.
- F. **NEPOTISM** The employer understands that no immediate family member of the business owner or its officers or the trainee's direct supervisor may be hired under this agreement. Family members include: wife, husband, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepparent or stepchild, or significant other.
- G. **CIVIL RIGHTS ACT** The employer will comply with Title VII of the Civil Rights Act of 1964 (42 USC 200d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment, or (2) discriminatory employment practices will result in unequal treatment of trainees who are or should be benefiting from the grant-aided activity.

The employer will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the grounds of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, or be otherwise subjected to discrimination under any program or activity for which the trainee receives Federal financial assistance and will immediately take any measures necessary to execute this agreement.

II. TRAINING

- A. **TRAINING PLAN** Based on job complexity and trainees prior related work and education, the maximum duration of covered training shall be as specified in the OJT Training Plan.
- B. **EQUIPMENT/SUPPLIES** The employer agrees to furnish all instructional materials, equipment, supplies, and services necessary to conduct the training described in the agreement, except as otherwise agreed upon by WIA in writing.
- C. **TRAINING/INSTRUCTION** The employer agrees to provide on-the-job training in a practical sequence and will include instruction and experience as outlined in the OJT Training Plan.
- D. **EXTRAORDINARY COSTS** Payments made under this agreement are made to offset the extraordinary costs of training new employees (e.g. extra supervisory efforts, non-productive time, materials waste, and other incidentals).

III. EMPLOYER RESPONSIBILITIES

- A. **HEALTH & SAFETY** The employer agrees to maintain appropriate standards for health and safety in work and training situations.
- B. **WORKERS COMPENSATION** The employer agrees to provide workers' compensation insurance for all trainees.
- C. **GRIEVANCES** Where employers do not have an established employee grievance procedure, they agree to abide by the procedure provided by WIA.
- D. **EQUAL WAGE COMPENSATION** The employer understands that individuals in on-the-job training shall be compensated at the same rates, including periodic increases, as all similarly employed workers or trainees with the same employer, and in accordance with applicable laws. (In no event shall the rate of pay be less than the higher of the applicable State or Federal Minimum Wage).
- E. **EQUAL HEALTH BENEFITS** Trainees must receive the same benefits and have the same working conditions as similarly situated employees.
- F. **UNION PROMOTION PROHIBITED** The employer assures that no funds under this agreement will be used to assist, promote, or deter union organizing.
- G. **ACCESS TO RECORDS** The employer will give the WIA authorized representative, the access to and the right to examine and make excerpts of all records, books, papers, or documents related to this agreement and will maintain said records, books, papers, or documents for a period of three years from the date of termination of this agreement. (Ex...invoices, payroll records, training related)
- H. **PROGRAM EVALUATION** The employer agrees to participate in any follow-up efforts conducted by the WIA, ODJFS or its representatives to evaluate program effectiveness.
- I. **UNEMPLOYMENT COMPENSATION** Employer accepts sole responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for Trainee and all Employer's employees.
- J. **Material Assistance to a Terrorist Organization**
The employer affirms that the employer, its principals, affiliated groups, or person with a controlling interest in the employer's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.

IV. PAYMENTS

- A. **STRAIGHT TIME** Payments to the employer by the WIA shall not, under any circumstances, exceed the agreed upon percentage of regular "straight time" wages paid to the trainee during the training period, excluding raises, shift differential, and overtime wages.

- B. **WORK DAYS** Training payment may not be based and will not be made during periods of time in which no training has occurred such as: sick, vacation, holidays, plant downtime or other similar events.

- C. **STANDARD WORKWEEK** Trainees are to be paid by the employer on the basis of a standard workweek. The given number of hours worked each week by most employees of the employer in the occupational area in which training is being conducted.

- D. **FIVE DAY GRACE PERIOD** In the event that the trainee quits, fails to work, is terminated or otherwise is no longer employed within five (5) working days of the contract start date, WIA will not make any reimbursement to the employer.

- E. **REIMBURSEMENT** Invoices must be based on actual timesheet documentation. Documentation must meet the following standards:
 - 1) Timesheets must be kept by the Employer for all Trainees, regardless of whether they are paid on an hourly or salaried basis.
 - 2) Timesheets must be filled out on a daily basis after the hours have been worked.
 - 3) Timesheets must coincide with pay periods; and
 - 4) Timesheets must be signed by the Trainee and Employer's supervisory official having first hand knowledge of the work performed by the Trainee. The Trainee's signature is not required in the event the Trainee cannot be reached due to termination of employment, lack of forwarding address, death or other documented reason.

**Invoices shall be submitted and received at the WIA- Business Services Department located at: Stark County: Attn: _____, 822 – 30TH Street NW, Canton, Ohio 44709
E-mail: _____
Tuscarawas County: Attn: Anita Rutledge, 1260 Monroe Street, PO Box 6160, New Philadelphia, Ohio 44663 E-mail: arutledge@omjwork.com _____**

by no later than thirty (30) days after the last working day set forth in each invoice. Non-adherence to this schedule may cause this Agreement to be declared null and void by WIA, in its sole discretion.

- F. **FUNDS REDISTRIBUTED** Funds may not be redistributed by Employer to any third party without approval of the WIA and written amendment of this Agreement.

- G. **FINAL PAYMENT** Final payment to Employer may be withheld until End Capabilities Skill Assessment (See "Training Plan" Step 4) has been completed.

- H. **RELEASE LIABILITY** The Employer hereby releases and forever discharges WIA and its officers, directors, agents and employees from all liability, obligations and claims arising in connection with this Agreement upon final payment of amount due under this Agreement, less any credits, refunds, or rebates due WIA.

- I. **REPAYMENT** In the event that WIA and/or its representatives determine that any funds were paid under this agreement that are not in compliance with Local, State, Federal Law, the employer will be liable for repayment of such funds. Such repayment shall occur within 30 days of the employer's receipt of written notification of the need to make repayment.

V. ASSURANCES

- A. **WORKFORCE INNOVATION AND OPPORTUNITY ACT 2014** In the event of modification or termination of the Workforce Innovation and Opportunity Act of 2014, the WIA reserves the right to modify or terminate this Agreement.
- B. **CURRENT CONTRACTS/COLLECTIVE BARGAINING** The employer understands that no on-the-job training program shall impair existing contracts for services or existing collective bargaining agreement may not be undertaken without the written concurrence of the labor organization and employer concerned.
- C. **TERMINATION** Subject to written notice to the employer, the WIA may terminate the Agreement at its discretion. In the event of termination, the WIA will pay any reimbursement due to the employer up to and including the effective date of termination.
- D. **HOLD HARMLESS** The employer agrees to hold the WIA harmless from any and all liabilities of claims caused by or resulting from the employer's obligation or activities in furtherance of the work herein described and further agrees to repay any funds improperly spent due to misfeasance, malfeasance or nonfeasance by the employer.
- E. **RELOCATION** The Company may not relocate within the United States in order to take advantage of on-the-job training. If relocation of the company or part thereof has resulted in the loss of employment for any employee from one United States labor market to another, no OJT may be awarded for a minimum of 120 days after the commencement of business operations at the new or expanded location.
- F. **COVENANT AGAINST FEES/FAVORS** Both parties to this Agreement shall take reasonable steps to ensure that their officers, employees and agents will not solicit or accept gratuities, favors, or anything of monetary value as a result of this Agreement. Neither will any Trainee be charged a fee for the referral or placement of said Trainee under this Agreement.

VI. Disputes

- Any question of costs arising under the OJT Agreement shall be decided by the WIA in the form of a written decision, and shall be final and conclusive.

VII. Modifications

- All modifications to this Agreement must be executed in writing, and must be mutually agreed-upon by both parties within 10 days **prior** to the effective date of such modifications.