

OJT AGREEMENT

General Provisions

1. Eligible Individuals

- a. Persons eligible to be hired for on-the-job training shall be individuals referred to the Employer for such training by the Agency or its designated agent.
- b. Individuals hired by Employers prior to the effective date of this agreement are not eligible to participate in OJT under this agreement. For the purpose of this agreement, the term OJT Trainee refers to the WIA Participant hired by the employer. Current employees are not eligible to participate in the OJT Program under this agreement.

2. Payments

- a. Payments made to the Employer are deemed to be compensation for extraordinary cost associated with training unskilled WIA participants and with their lower level of productivity.
- b. Such payments shall be made on a monthly basis upon receipt of properly certified invoices for costs incurred. The reimbursement rate shall be the daily or hourly unit cost for the applicable training position as specified elsewhere in this agreement. In no event shall payment for an individual trainee position exceed the maximum amount authorized for such position.
- c. Payments to the Employer shall not exceed 50 percent of the wages paid to the OJT Trainee.
- d. Reimbursement is allowable only for the time the trainee is actually at work on the job. Costs to the Employer associated with vacation, holidays, sick leave, plant closures, and other fringe benefits are not deemed to be training costs under this agreement.

3. Termination

- a. Either party to this agreement shall have the right to terminate and bring to an end all performances and obligations under this agreement by notifying the other party of such termination. The Agency or its designated agent shall not be liable to the Employer for expenses incurred after the termination date.
- b. In the event that the Agency, or its designated agent, fails to receive WIA funds, in whole or in part, to implement this agreement or in the event such funds are withdrawn or cancelled, then the agreement shall automatically terminate and be of no further force or effect.

4. Deobligation of OJT Funds

- a. In the event the Employer cannot meet the commitments made under this agreement, or Trainees' authorized training hours are not utilized, the Agency or its designated agent reserve the right to reduce the agreement to the actual level of performance in terms of the total amount of funds obligated. Written notification to the Employer of such unilateral agreement modification shall be provided by the Agency or its designated agent.

5. Modifications / Termination / Cancellation

- a. This OJT agreement may be modified, terminated or cancelled whenever it is determined that such action is in the best interest of the WIA program. Unilateral termination may concur when the Agency determines that the contract provisions are not being met or when funds are not available to the Agency. Terminations, cancellations, or modifications shall be effective on the date of execution.

6. Employee Records

- a. The Employer shall maintain records sufficient to support all payments and terms of this agreement, and upon request, shall make such records available to the Agency or its designated agent. These records shall include, but not be limited to, daily attendance records showing hours worked and payroll records showing cumulative wages paid.
- b. These records shall be retained in the Employer's files for a period of not less than three years after payment of final invoice or until all audits are complete and findings on all claims have been finally resolved, whichever is longer.
- c. The Employer's establishment and records, or such part thereof as may be engaged in the performance of this agreement, shall be subject at all reasonable time to inspection, audit, review and evaluation by the U.S. Department of Labor, the North Carolina Department of Commerce, Capital Area Local Area and the Agency and/or their representatives.
- d. The Employer agrees to pay to the Agency any and all funds under this agreement which are determined by audit to have been spent on activities not in compliance with the provisions of this agreement because of inadequate, incomplete or unavailable records and evidence.

7. WIA Trainee's Wages

- a. Trainees shall be compensated by the Employer at the same rates, including periodic increases, as similarly situated non-WIA employees, and in no event, shall the rate be less than the rate specified in the Fair Labor Standard Act of 1983, as amended.

8. Fringe Benefits

- a. Each OJT trainee shall be assured of all benefits at the same levels and the same extent as other non-WIA employees similarly employed.
- b. The Employer shall provide workers' compensation or equivalent insurance in accordance with applicable State law with respect to injuries or illnesses resulting from employment.

9. Other Provisions

- a. All oral and written agreements related to the subject matter of this agreement and which were made prior to the date of commencement have been reduced to writing and are contained herein.

10. Trainee Rights, Hearing and Review

- a. Trainees shall not be terminated without prior notice and reasonable opportunity to correct and improve their job performance.
- b. The Employer agrees to advise employees hired under this agreement of their rights and responsibilities. Upon written request by a trainee, the Agency will provide the trainee with an opportunity to be heard in connection with any adverse action taken against the trainee. Final determination made after the hearing shall be provided to the participant in writing. These provisions in no way preclude the use of grievance procedures already in place at the Employer's establishment.

11. Assigning of OJT Activities

- a. The employer shall not assign or "subcontract" any services or training to be performed under the OJT Agreement. Payments are made only to the Employer, who is responsible for all provisions of said agreement.

12. General Assurances

The Employer assures that it will comply with the Workforce Investment Act of 1998 and with regulations promulgated thereunder and published in the Federal Register. Copies of the Act and the Regulations are available for the Agency. These assurances include, but are not limited to the following:

- a. No currently employed worker or laid off worker shall be displaced by any trainee. This includes partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits.
- b. No funds received under and OJT agreement may be used to assist, promote, or deter union organizing.
- c. No funds received under and OJT agreement may be used to promote political activities.
- d. All laborers and mechanics employed by Employer in any construction, alteration or repair, including painting and decorating of projects, buildings, and works which are federally assisted under WIA, shall be paid wages at rates no less than those prevailing on similar construction in the locality, in accordance with the Davis-Bacon Act.
- e. Health and safety standards established under State and Federal law shall be equally applicable to working conditions of employees.
- f. No trainee may be hired if such employment by the Employer violates a Federal or State Law, Regulation or Policy regarding nepotism.
- g. No trainee may be discriminated against because of race, color, religion, sex, age, disability, political affiliation, beliefs, citizenship or national origin.
- h. As a condition to the award of financial assistance under WIA from the Department of Labor, the Employer assures, with respect to operation of the WIA-funded OJT activity and all agreements or arrangements to carry out the WIA-funded activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of WIA, including the Nontraditional Employment for Woman Act of 1991 title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implemented those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.
- i. All WIA participants hired under this agreement shall be 18 years of age or older.