

Workforce Investment Act (WIA) / Trade Adjustment Assistance
On-the-Job (OJT) Master Agreement

Partner: WIA TAA

OJT CONTRACT NUMBER: OJT-

PROGRAM YEAR: 2011

Agreement by and between

<p>Local Workforce Investment Act (LWIA) Operator: VA Employment Com (VEC-TAA) Location Address: City/State/Zip: Case manager: Trade Case manager WIA: Phone: Fax: Email: WIA/TAA Co-enrolled: <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No</p>	<p>Employer Name ("Employer"): Address: City/State/Zip: Attention: Phone: Fax: Email: Training Supervisor Name: Phone: Employer Federal I.D. Number:</p>																																																
<p>Trainee Name: SSN: Title of Occupation: O-NET Code: SVP #: Description of Occupation: (attach O-NET summary attached) Starting Wage: Wage Upon Completion of Training: Training Start Date: Training End Date: Training Reimbursement Rate (No more than 50 percent): Maximum amount reimbursement: \$ Maximum Hours: Estimate Normal Work Hours Per Week for Trainee/Employee: Does Training Require Shift Work: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes what shift hours are required: From: To:</p>	<p>Tools, Uniform, Supplies, or Other Needs for Training</p> <p>Purchase by EMPLOYER</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 60%;">Describe Item</th> <th style="width: 10%;">Est. Cost</th> <th style="width: 15%;">Employer</th> <th style="width: 15%;">Agency</th> </tr> </thead> <tbody> <tr> <td>TOOLS (attached list)</td> <td></td> <td style="text-align: center;">x</td> <td></td> </tr> <tr> <td>classroom training</td> <td></td> <td style="text-align: center;">x</td> <td></td> </tr> <tr> <td>BOOKS</td> <td style="text-align: center;">2</td> <td style="text-align: center;">x</td> <td></td> </tr> <tr> <td>License fees</td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="4" style="background-color: #f2f2f2;"> </td> </tr> <tr> <td style="text-align: center;">List Skills for training</td> <td style="text-align: center;">Estimated training time</td> <td colspan="2" style="text-align: center;">Completion Date:</td> </tr> <tr> <td>see attached list with hours and descriptions</td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Describe Item	Est. Cost	Employer	Agency	TOOLS (attached list)		x		classroom training		x		BOOKS	2	x		License fees								List Skills for training	Estimated training time	Completion Date:		see attached list with hours and descriptions																			
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GENERAL TERMS AND CONDITIONS

1. **PURPOSE OF OJT MASTER AGREEMENT.** The purpose of this Agreement is to establish the general terms and conditions under which the LWIA or VEC-TAA may refer individual WIA/TAA participants ("the Participant") to Employer to enable the WIA/TAA participants to take part in an OJT program as that term is defined under the Workforce Investment Act ("WIA") or Trade Adjustment Assistance ("TAA").
2. **ON-THE-JOB TRAINING DEFINED.** In accordance with WIA/TAA, the term "on-the-job training" will be understood in this Agreement to mean:

"Training by an employer that is provided to a paid participant while engaged in productive work in a job that:

 - (A) provides knowledge or skills essential to the full and adequate performance of the job;
 - (B) provides reimbursement to the employer of up to 50% of the wage rate of the participant for the extraordinary costs of providing the training and additional supervision related to the training; and
 - (C) is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate."
3. **STATEMENT OF TRAINING.** Employer agrees to employ the Participant and provide such OJT services as are set forth in this OJT Agreement. (Although several participants may train for a common type of position, the OJT recognizes each participant as a unique individual with different skill levels and/or deficiencies that will require differing lengths of training time and training focus. This fact is addressed in each individual OJT Agreement.)
4. **EMPLOYER OF RECORD.** As set forth in WIA/TAA, Employer must hire and maintain Participant as a regular member of Employer's workforce, subject to the same conditions of employment as Employer's other regular employees. The expectation is that Employer will retain the Participant in unsubsidized employment after the Participant's OJT ends at a wage no less than the wage in place at the termination of the OJT.

In addition to being the Participant's employer of record and placing the Participant on Employer's regular payroll, Employer hereby represents and warrants that the Participant will receive the same wage and benefits and be subject to the same terms and conditions of employment generally as Employer's other employees performing same or similar work; will be provided clothing or equipment if such is provided to Employer's other employees performing same or similar work; and will be provided supervision and training in the occupation for which s/he is hired in order to attain full competency in the targeted occupation.

Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws (including but not limited to health and safety laws), and be appropriate and reasonable with regard to the type of work undertaken and the proficiency of the Participant.
5. **EMPLOYER'S COMPENSATION.** In consideration for the extraordinary costs of training to be provided by Employer to Participant during the term of this Agreement, Employer will receive the wage reimbursement rate set forth in this OJT Agreement for every hour paid to the Participant in accordance with Employer's personnel policies, not to exceed the maximum amount set forth in this OJT Agreement. WIA/TAA will pay said compensation monthly upon receipt and verification of payroll records submitted by Employer. Failure to submit requests for reimbursement within 90 days of the incurred cost may result in the forfeiture of the reimbursement. Employer understands that OJT wage reimbursement payments will not be based upon overtime, shift differential, premium pay and other nonregular wages, nor will the payments be based on such periods of time as illness, holidays, plant downtime, or other events in which no training occurs.

Any payments to Employer that have been obligated by this agreement but are as yet unearned may be suspended or terminated in the event that Employer refuses to accept any added conditions imposed by the United States Congress, the United States Department of Labor, the State of Virginia, or any other governmental body that has authority over OJT laws, regulations, or policies.
6. **OJT MODIFICATION/CANCELLATION PAYMENT POLICY.** In the event that a participant does not complete the number of scheduled hours of training authorized under this OJT Agreement, the employer shall assist the LWIA/VEC in determining the actual number of hours the participant worked. Case files will be documented as to the reasons for an early termination.
7. **NO DISPLACEMENT.** Employer certifies that the Participant will not displace any regular employee of Employer and certifies that no person was displaced as a result of relocation of the current business in the previous 120 days of signing this OJT Agreement.

8. LAYOFF STATUS - Employer certifies that no position being considered for OJT is being made available due to an employee being laid off from the same position without being offered a recall to their former job.
9. ELIGIBLE EMPLOYEE. Employer certifies that each Participant enrolled in OJT is eligible in one of the following ways:
 - a. Employee has not been and is not at the time of signing this OJT Agreement, a current employee of Employer. Employer will not give the Participant training in any skill that Participant already possesses in sufficient degree to function as a satisfactory employee, and for which the Participant would normally have been hired.
 - b. Employee is an employed worker who is not earning a self-sufficient wage and this OJT relates to the introduction of new technologies, introduction to new production or service procedures; upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by WIA/TAA.
10. GRIEVANCE PROCEDURE. Employer will use its own written grievance procedures to resolve non-WIA/TAA related problems that may arise between Employer and the Participant.
11. ACCESS. Any entity identified under WIA/TAA as having fiscal or programmatic responsibility for an OJT established under this Agreement (including but not limited to agents of the federal, state, and local governments; WIA personnel; and TAA personnel), may at all times have access to the place of training and to the Participant to assure that the progress and quality of the training are in compliance with the terms of this Agreement.
12. RECORDS. Employer will maintain accurate time/attendance, payroll, and other employee records to support amounts reimbursed under this Agreement and will make such records available for inspection upon reasonable notice from WIA/TAA or such other entity identified under WIA/TAA as having fiscal or programmatic responsibility for OJTs (including but not limited to agents of the federal, state, and local governments; WIA personnel; and TAA personnel). Such records shall be retained for no fewer than five years.
13. COLLECTIVE BARGAINING. Employer certifies that this OJT will not impair existing agreements for services or collective agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of the OJT program, or it has no collective bargaining agreement with a labor organization.
14. WORKERS' COMPENSATION. Employer must provide Workers' Compensation Insurance at Employer's sole cost and expense. Neither the Employer nor its carrier shall be entitled to recover any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement. Employer shall provide evidence of this insurance coverage to LWIA/VEC upon request.
15. GENERAL LIABILITY INSURANCE. Employer must provide comprehensive general liability insurance protection to Participant, and, if the Participant will operate a motor vehicle as part of her/his job responsibilities, Employer must provide comprehensive vehicle liability insurance as well.
16. INDEMNIFICATION. Employer agrees to indemnify and hold harmless the LWIA (WIA) or VEC (TAA), their officers, directors, employees and agents from and against every expense, liability or payment by reason of injury (including death) to persons or damage to property, including any employment law claims, suffered through any act or omission of Employer, its officers, directors, employees, or agents arising from the performance of this Agreement.
17. MODIFICATION AND TERMINATION. This Agreement is subject to modification or termination due to actions taken by the Federal, State, or Local governments that result in a frustration of Agreement purpose. Such actions include, but are not limited to withdrawal of WIA/TAA funding by the United States Congress, or the failure by the United States Congress to reauthorize WIA/TAA program activities.

Employer's failure to fulfill its obligations under this Agreement will be cause for immediate termination of this Agreement. Employer understands and agrees that such failure may, at the discretion of WIA/TAA, result in any training furnished being considered unauthorized under the terms of this Agreement. Such a determination shall result in the disallowance of compensation for the training.

Either party for any reason upon five days' written notice to the other may terminate this Agreement.
18. ASSIGNMENT AND AMENDMENT. This Agreement is not assignable in whole or in part. Amendments or addenda to this Agreement must be in writing and be made with the consent of both parties.
19. EMPLOYER ASSURANCES. Employer assures and certifies that:
 - a. It will comply with the requirements of the WIA, Public Law 105-220 as amended, and Trade Adjustment Assistance as amended 2002 and 2009 with regulations, policies, guidelines, circulars and

field memorandum promulgated there under by the Department of Labor, the State of Virginia, and such other body as may have authority over WIA/TAA funds or programs.

- b. It will comply with Title VI and VII of the Civil Rights Act of 1964 and in accordance with those titles, no person in the United States shall on the ground of race, ethnicity, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program activity for which the applicant receives Federal financial assistance.
 - c. It will not utilize OJT funds obtained under this Agreement, nor engage, nor cause its employees, to engage in the conduct of political activities that violate the Hatch Act.
 - d. No program or funding under WIA/TAA will be used to assist, promote, or deter union organizing.
 - e. No WIA/TAA funds will be used to reimburse Employer for the cost of contributions on behalf of any participant to retirement systems or plans.
 - f. No person with responsibilities under a WIA/TAA-funded program will discriminate with respect to any program participant on the basis of race, age, marital status, disability, color, national origin, political affiliation, sex, or sexual orientation. No person shall be discriminated against solely because of his or her status under this Agreement.
20. TYPE OF CONTRACT. Any funds obligated under the terms of this Agreement by the LWIB or VEC are to be paid according to applicable WIA/TAA regulations governing On-the-Job training contracts. Although Contract performance may have been accepted and reimbursement of costs made, any cost disallowance subsequently discovered through audit, closeout, or any other process, shall be reimbursed by Employer to the LWIA or VEC within 30 calendar days of notice.

LWIA Location: _____

Employer: _____

VEC-TAA Location _____

Authorized Signature _____

Authorized Signature _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sample