



NWPIC ON-THE-JOB TRAINING CONTRACT

EMPLOYER: _____ **ADDRESS:** _____

PHONE: _____ **SUPERVISOR:** _____

I. PRE AWARD CHECKLIST - THE EMPLOYER AGREES WITH THE FOLLOWING: **YES** **NO**

- | | | |
|--|---|---|
| 1. To hire and train the Trainee as specified herein. | — | — |
| 2. To provide Trainee with wages and fringe benefits as received by Employer’s comparable employees. | — | — |
| 3. To provide Trainee Workers Compensation and Reemployment Compensation coverage. | — | — |
| 4. To comply with the applicable health and safety standards and labor laws pertinent of employment including EEO, ADA, Affirmative Action, Data Practices Act, Minimum Wage Law and Right to Know Act. | — | — |
| 5. To withhold and deposit all taxes applicable to Trainee’s wages. | — | — |
| 6. To keep accurate records of Trainee’s attendance and wages. | — | — |
| 7. That Trainee is not currently employed by Employer. | — | — |
| 8. That Trainee was not previously employed by Employer to do the same job. | — | — |
| 9. That Trainee’s employment will not cause other employees to lose their jobs, a reduction their non-overtime hours or prevent persons on lay-off from returning from work. | — | — |
| 10. That Employer’s business, or any part thereof, was not relocated during the past year. | — | — |
| 11. That the Trainee is not an immediate family member of any person serving in an administrative capacity for Employer. Immediate family includes wife, husband, child, mother, father, brother, sister and persons similarly related as the result of marriage, such as son-in-law, mother-in-law, etc., step-parent or step-child and aunt, uncle, niece or nephew. | — | — |
| 12. The employer agrees to adhere to the WIA Title I law, regulation, an all applicable State of Minnesota policies and procedures and amendments thereof during the term of this agreement. | — | — |
| 13. That Employer will abide by the CHECKLIST, TRAINING DATA, TRAINING SCHEDULE AND PROVISIONS of this contract. | — | — |

II. TRAINING DATA:

- | | | |
|---------------------------------|--|---------------------------------------|
| 1. Trainee _____ | | 2. Program _____ |
| 3. Job Title _____ | | 4. DOT _____ |
| 5. Contract Start Date _____ | | 6. Contract End Date _____ |
| 7. Starting Wage \$ _____ | | 8. Reimbursement Rate <u>50%</u> |
| 9. Training Hours _____ | | 10. Wage-based Reimbursement \$ _____ |
| 11. Ancillary Expenses \$ _____ | | 12. Contract Maximum \$ _____ |

Is Trainee's job represented by a Union? Yes: _____ No: _____

If YES, Agent concurs _____ does not concur _____ has no opinion _____ relative to this training.

Union Agent Signature

Date

III. PROVISIONS

1. The purpose of this agreement is to hire and train the Trainee for long term employment by Employer.
2. The Agency agrees to reimburse the Employer for training costs associated with the purpose as specified herein.
3. Training must be consistent with the Trainee's Job Title and as specified in the Training Schedule and must occur within the start and end dates of the contract to qualify for reimbursement.
4. Assuming contractual compliance, the Agency will reimburse the Employer for training costs incurred at a rate derived by multiplying the Trainee's non-overtime Starting Wage by the Reimbursement Rate specified herein for each completed hour of training, plus pre-approved ancillary expenditures, if any. Time off from work, whether paid or unpaid, does not count as training.
5. The Agency reserves the right to withhold all or part of the reimbursement to the Employer for cause such as, but not limited to, falsification of information, failure to perform training as specified, failure to provide wages and benefits as stated and other causes of noncompliance as determined by Agency. The Agency may limit future contracting with employer for cause as determined by Agency.
6. The Agency reserves the right to terminate this agreement if contractual conditions are not met. This agreement may be modified in writing by consent of both parties. It may be terminated within 15 days written notice if funds for this purpose are withheld from the Agency, or by the employer for cause.
7. The Employer, not the Agency, shall be the Trainee's employer of record during the training period and shall comply with all laws, rules and regulations applicable to an employer - employee relationship.
8. If the Employer is a sectarian institution, the Trainee may not be involved in the operation, maintenance or repair of facilities used for religious instruction or worship.
9. The Employer shall not assign or transfer any rights or obligations under this contract without the prior written consent of the Agency.
10. The Employer shall hold the Agency harmless from liability, including cost of litigation, or all suits or damages in conjunction with this contract resulting in any part from action or omission by any employee, agent or representative of the Employer.
11. The Agency will not reimburse the Employer for any training costs which occur when the Job Title or duties performed by the Trainee are affected by legal labor dispute. Trainee may not perform anti-union activities.
12. The Employer shall retain attendance and payroll records related to this contract for a period of not less than six years or if disputed, by audit, until the audit is resolved.
13. The Employer agrees to grant Agency access to Trainee records, and to conduct reasonable follow-up with the Trainee during training.
14. The Employer certifies the accuracy of the information contained herein.
15. Conditions not specifically expressed herein shall be interpreted at the discretion of the Agency.

IV. ATTACHMENTS

1. OJT Training Schedule
2. Employer Job Description
3. DOT Job Description

CONTRACT APPROVAL

Local Representative

Date

Authorized Representative

Date
NWPIIC 04-29-10