



Employ Milwaukee, Inc.
Workforce Innovation and Opportunity Act
Incumbent Worker Training Contract

Grantor

Employ Milwaukee, Inc.
1322 N. 8th Street
Milwaukee, WI 53205

Employer

Employer Name:
Street Address:
City, State, ZIP:

This contract is entered into between Employ Milwaukee, Inc., hereafter called the **Grantor**, and the **Employer** listed above, duly licensed to do business in the State of Wisconsin.

The Employer agrees to provide Training to its eligible employee(s) under the terms and conditions set forth below according to the attached training outline. The Employer agrees to comply with the requirements and regulations of the Workforce Innovation and Opportunity Act. (See reverse side).

The Grantor will reimburse the Employer once the Employer pays the full costs of the training. The maximum award may be adjusted based upon funding availability. The Grantor will reimburse the Employer at the rate agreed upon in this agreement with the submission of applicable documentation that may include credentials/certificates of completion, proof of wage increase and/or promotion within 30 days of the end of training. Payroll taxes will conform to applicable State and Federal Laws. The Employer agrees to carry liability insurance covering acts of omissions of employees trained under this contract. Non-performance of these requirements or any other material items of this contract constitute grounds for termination of the contract, which may be made immediately upon knowledge of the non-performance. The Employer is responsible for any unauthorized costs when in violation of the conditions of this contract.

The Employer is authorized to incur costs for activities specified in this contract as of the start date indicated below. All payments are subject to the availability of funds through The Workforce Innovation and Opportunity Act. This contract terminates on the date specified below unless the Grantor grants an extension beyond this date. Both parties may modify this contract upon agreement.

The Employer will receive reimbursement at the rate of _____ % of the training costs. This will be paid by the Grantor or the State of Wisconsin, if the trainee becomes qualified for Trade Adjustment Assistance (TAA).

In order to be considered for more than one IWT in a calendar year, employers cannot have more than two instances of early contract termination. In addition, early termination on the second contract will result in a 25% reimbursement rate reduction from the original reimbursement percent for hours worked.

Agreement #:

See last page for trainee names

Agreement Period:

*Due to overtime or unpaid time off during an IW training period, the end date may be met sooner or extended longer than anticipated but will not exceed the approved hours.

Amount Not To Exceed:

FEIN:

Job Title:

O*NET Code:

Funding Title: WIOA **Assistance Listing #:**

UFI#:

Current Hourly Wage:

Reimbursement:

Total Training Hours:

I have read and agree to the Key Provisions on the back of this contract. _____ (initial by Authorized Person)

Approved for Employ Milwaukee

Name: Julie Cayo

Title: President & CEO

Approved for Employer

Name:

Title:

Signature:

Date:

Signature:

Date:

Rev: 07.30.26

ATTACHMENTS:

Training Proposal, W-9, Current Certificate of Liability Insurance, Union Concurrence (if applicable).

KEY PROVISIONS OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

- 1) Funds shall only be used for activities which are in addition to those which would otherwise be available in the area in the absence of such funds.
- 2) Funds will not be used to relocate an establishment or part thereof at a new or expanded location, if such relocation has resulted in the loss of employment for any employee of the establishment at the original location.
- 3) During hours of work or training covered by this agreement, no trainee shall engage in partisan or nonpartisan political activities.
- 4) A trainee shall receive no payments for training activities in which the trainee fails to participate without good cause.
- 5) Incumbent workers participating in training shall continue to receive wages and benefits consistent with employer policy and comparable employees.
- 6) Health and safety standards under Federal and State law are equally applicable to IWT participants. The employer will provide to the trainee, any special health or safety equipment precautions needed for the job. Any special tools/uniforms required are detailed in the Training Proposal.
- 7) Incumbent Worker trainees must be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. This will include unemployment compensation coverage where the employer is normally required to provide such coverage to employees. The employer must also secure worker's compensation or other insurance coverage for work-related injury or illness of trainees.
- 8) This agreement may not result in the displacement of currently employed workers or reduction in hours, wages or employment benefits of currently employed workers.
- 9) The employer must obtain a written union concurrence statement if a collective bargaining agreement is in effect for the trainee's position.
- 10) No trainee shall be employed or job opening filled:
 - a. when any other individual is on layoff from the same or any substantially equivalent job, or
 - b. when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a trainee whose wages are subsidized with federal funds.
- 11) No incumbent worker training activity shall result in the displacement of existing employees
- 12) Funds may not be used in any way to assist, promote, or deter union organizing.
- 13) No program under this Act shall impair:
 - a. existing contracts for services; or
 - b. existing collective bargaining agreements, unless the employer and the labor organization concur in writing with respect to any elements of the proposed activities which affect such agreement.
- 14) No trainee shall be required to join a union as a condition for employment unless the training involves individuals employed under a collective bargaining agreement containing union security provisions. (Wisconsin Statute s. 111.06(1)(c)(1)).
- 15) Every employer who hires trainees and receives State of Wisconsin Department of Workforce Development, Division of Employment & Training (DWD DET) funds must operate or establish and maintain a grievance procedure relating to the terms and conditions of employment. (See Grievance and Complaint Procedure on attachment)
- 16) The employer must maintain records and provide access to records as necessary for the Grantor, DWD and the federal Department of Labor (DOL) to assure that funds are being expended in accordance with the purposes and provisions of the agreement.
- 17) The employer must comply with civil rights law and regulations, including nondiscrimination. The nondiscrimination assurances at 29CFR Part 38.25 apply to this agreement.
- 18) No trainee, staff person or administrator shall be discriminated against, denied benefits, denied employment or excluded from participation in connection with any DWD DET-funded program on the basis of race, color, religion, sex, national origin (ethnic

status), age, disability, marital status, offender status, sexual orientation, political affiliation or belief, arrest or conviction record or refusal to submit to sexual contact or sexual intercourse. (WI Fair Employment Act, 111.31 - 111.395, stats.)

- 19) Trainees shall not be employed on the construction, operation, or maintenance of any facility used for sectarian instruction or as a place of worship. Funds are prohibited for construction, except for the provision of reasonable accessibility and accommodation.
- 29) The employer must comply with applicable child labor laws if the participant is under 18 years of age.
- 21) No officer, employee or other agent of the employer shall recommend hiring, decide hiring, establish salary/wage rate, or provide preferential supervisory treatment with respect to a trainee who is a member of the officer's, employee's or agents' immediate family.
- 22) No trainee shall be placed in or remain working in any position affected by a labor dispute involving work stoppage or strike.
- 23) The employer will provide the participant with adequate supervision, orientation to duties, rights, rules and responsibilities on the job. The employer will comply with all applicable business licensing, taxation and insurance regulations.

Grievance and Complaint Procedures

Employer shall maintain and make available written grievance procedures that comply with WIOA, DWD policy, and applicable labor laws.

Please see EMI Grievance Policy and Procedures. [EMI Grievance Procedures](#)

Modification and Termination Conditions

Any modifications to the Agreement or Training Plan (including job duties, wages, etc.) shall be communicated to the Grantor at least seven (7) days prior to requested modification effective date. Grantor has the right to approve or disapprove of the modification request to modify the length or reimbursement amount (within guidelines and funding availability).

Employer may, at its option, terminate its Agreement upon the failure of the Contractor to pay any amount that may become due herein for a period of forty-five (45) days following timely submission of appropriate billing accompanied by supporting documentation. Upon said termination, employer shall be paid the compensation due for all uncontested services through the date of termination.

If the employer fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of the provisions, Grantor shall have the right to terminate it by giving a thirty (30) day written notice of termination of Agreement, specifying the alleged violations and effective date of termination. It shall not be terminated, if upon receipt of termination notice, the employer promptly cures the alleged violation to the satisfaction of Grantor, within a thirty (30) day period. Grantor further reserves the right to terminate this Agreement at any time due to a change in the amount or availability of the Grantor's funding by giving the employer ten (10) days written notice by Certified Mail of such termination.

Trainees:	
Last Name	First Name