



Employ Milwaukee, Inc., On-The-Job Training Contract

General Terms

Grantor

Employ Milwaukee, Inc.
1322 N 8th St
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 or other funding source. (See attachments.)

The Employer agrees to submit a monthly time sheet no later than the 5th working day of the following month and to maintain payroll records that verify attendance and wages paid. Failure to do so may delay or forfeit reimbursement at the conclusion of the contract. 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 constitutes 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 or other funding source. 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 hourly wage indicated below. This will be paid by the Grantor. Twenty percent of the reimbursement will be withheld until 30 days after the completion of training.

In order to be considered for more than one OJT 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 #

Amt. Not to Exceed: \$

CFDA #:

FEIN:

Job Title:

ONET Code:

Agreement Period*:

Funding Title:

DUNS #:

Hourly Wage:

Reimbursement: % **\$ Amt per hr.**

Total Training Hrs.:

*Due to overtime or unpaid time off during a new hire's OJT period, the end date may be met sooner or extended longer than anticipated but will not exceed the approved hours.

ATTACHMENTS:

Job Description, Training Plan, 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 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) Trainee wages must be paid by the employer at the same rates as similarly situated employees but not less than the state or federal minimum wage, whichever is greater.
- 6) Health and safety standards under Federal and State law are equally applicable to OJT 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 Plan.
- 7) 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) No funds may be used for contributions on behalf of any trainee to retirement systems or plans.
- 9) This agreement may not result in the displacement of currently employed workers or reduction in hours, wages or employment benefits of currently employed workers.
- 10) The employer must obtain a written union concurrence statement if a collective bargaining agreement is in effect for the trainee's position.
- 11) 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.
- 12) No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- 13) Funds may not be used in any way to assist, promote, or deter union organizing.
- 14) 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.
- 15) 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)).
- 16) 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)

- 17) 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.
- 18) The nondiscrimination assurances at 29CFRPart 38.25 apply to this contract.
- 19) 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.)
- 20) 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.
- 21) The employer must comply with applicable child labor laws if the participant is under 18 years of age.
- 22) 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.
- 23) No trainee shall be placed in or remain working in any position affected by a labor dispute involving work stoppage or strike.
- 24) 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