

This Master Worksite Agreement between the Worksite and WIA Program Operator, Career Path Services, is entered into for the purpose of providing on-the-job training in accordance with the requirements of the Workforce Investment Act (WIA). The purpose of On-the-Job Training is to establish a mutually beneficial program matching an unemployed individual in need of skill development and job training with a Worksite willing to provide the needed training that will assist the individual in obtaining and maintaining unsubsidized employment. The individual is to receive specific, practical, on-site training while earning wages. With OJT, the Worksite commits to hire and pay wages of the employee. Career Path Services will reimburse a flat rate based on wage to offset training costs. The Worksite can participate in the direct design and conduct of a specific training program for the individual selected while Career Path Services assists in paying for the extraordinary costs associated with the training of the individual during the contract period. Participants placed at the site will have an individual OJT agreement outlining duties, hours, and wage.

Career Path Services, the Workforce Investment Act (WIA), Employment and Training Program Operator at WorkSource Spokane, enters into a Master Worksite Agreement with:

**WORKSITE:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

FAX Number: \_\_\_\_\_

**SKIES ID:** \_\_\_\_\_

☐ Private for Profit

☐ Private Non-profit

☐ Public

**Federal Tax ID #** \_\_\_\_\_

**UBI #:** \_\_\_\_\_

**WIA Program Operator:**

Career Path

Services

130 S. Arthur

Spokane WA 99202

Contact Person: \_\_\_\_\_

Job \_\_\_\_\_

Phone Number: \_\_\_\_\_

FAX Number: \_\_\_\_\_

## Section 1 - Worksite Information

PT

FT

Number of permanent, regular employees (excluding owner):

Date business started: \_\_\_\_\_




Total

Industry, products, or services: \_\_\_\_\_

Services Authorized: ☒ OJT

Potential Departments for Hosting an OJT:

Department	Job Title	Minimum Qualifications Required

## **Section 2 - Provisions, Agreements, and Assurances Terms and Conditions for On-the-Job Training (OJT) wages, benefits, and working conditions**

Individuals in on-the-job training shall be paid by the Worksite the same wage rates paid to similarly employed workers at the worksite and in accordance with applicable law, but in no event less than the higher of the rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1983 (Federal Minimum Wage) or the applicable state or local minimum wage. Davis Bacon Act provisions apply in federally assisted construction projects.

### **The Worksite Agrees to:**

- Provide Worker's Compensation, or equivalent protection, to the employee under this agreement.
- Ensure the participant under this agreement shall be provided benefits and working conditions at the same level and to the same extent as other employees working in a similar length of time and doing the same type of work.
- Inform each participant of his or her rights and benefits as an employee of the Worksite prior to the beginning of training.
- Participants shall not be considered self-employed or independent contractors.
- Non-discrimination: No participant hired under this agreement shall be subjected to discrimination because of race, color, religion, sex, national origin, age, disability, political affiliation, or because of his/her status as such under this agreement. The assurances at 29 CFR 37.20 (a) (1) apply to this contract.
- Labor, Health, and Safety Standards: Establish and maintain appropriate health and safety standards for work and training. No participant will be required or permitted to work, be trained, or receive services in buildings or surroundings which are unsanitary, hazardous, or dangerous to the health and/or safety of the participant.

### **The WIA Program Operator and Worksite Agree That:**

- The Worksite shall hire and place in employment on its payroll the participant hired under this agreement on the effective date of the individual agreement.
- The Worksite ensures the participant will be considered an employee of said business, not an employee of the WIA Program Operator.
- The Worksite ensures that the extraordinary costs contained in the agreement are over and above the normal training expenses for the Worksite.
- Each OJT Agreement includes a Training Outline that shows the total amount of payment authorized by the approved position.
- The WIA Program Operator shall provide reimbursement to the Worksite. The Worksite agrees to sign and submit OJT Payment Order to the WIA Program Operator upon completion of the OJT Agreement with copies of the participant's pay check stubs or employer generated payroll records that meet the required programmatic threshold of proof for the period of training invoiced. Upon receipt of participant pay records and the completed invoice, WIA Program Operator will provide prompt payment. The Worksite shall permit the Program Operator representative, who will issue prior notification to the Worksite, access to participant timesheets and participant payroll records for the purpose of reviewing said timesheets and invoice.
- WIA Program Operator shall reimburse the Worksite for hours actually spent in training while on the job, as detailed in the OJT Agreement. WIA Program Operator will not reimburse the Worksite for: (a) work performed outside the effective and termination dates of this agreement; (b) during periods of work absences or stoppages (e.g. strikes, weather, or other emergency-related closing), for overtime pay, or for fringe benefits (e.g. holiday pay, sick leave, vacations, etc.)
- The Worksite shall be financially and legally responsible for expenses incurred or actions taken which violate the terms of this agreement. WIA Program Operator will not reimburse the Worksite for such costs.
- The Worksite shall notify a representative of the Program Operator prior to any changes in the approved training plan and/or job descriptions.

### **Collective Bargaining Agreements/Contracts for Services -**

The Worksite attests that no activities, work or training under this contract are in conflict with the terms and conditions of an existing collective bargaining agreement or contract for services. The Worksite further ensures that nothing under this contract shall impair any aspect of an existing collective bargaining agreement. If a collective bargaining agreement is in place, no WIA program shall be undertaken without the written concurrence of the Worksite and the affected labor organization.

## Section 3 - Contract Operations

**Conflict of Interest** - All parties agree to prohibit employees from inappropriately using their positions for private gain, for themselves or those with whom they have family, business or other ties.

**Fees** - The trainee shall not be charged a fee for the referral or placement under this contract.

**Kickbacks** - All parties to this contract ensure that their offices, employees, and agents will not solicit or accept gratuities, favors, or anything of monetary value as a result of this contract

**Labor Union Comments** - Where a labor union represents a substantial number of employees who are engaged in similar work or training in the same area as a trainee under this contract, an opportunity shall be provided for such organization to submit comments with respect to the training provided under this contract. *(See Section 4 of this agreement.)*

### Maintenance of Effort

The WORKSITE shall ensure the following:

1. That no currently employed worker shall be displaced by any trainee (including partial displacement such as a reduction in hours of non- overtime work, wages, or employment benefits). No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
2. That 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 Worksite has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a trainee under this type of contract.
3. That the Worksite shall, at the time of occurrence, notify the PROGRAM OPERATOR of any work stoppages involving labor disputes or any layoffs affecting regular employees.

**Political Activity** - Trainees shall not engage in partisan or nonpartisan political activities during training time, including union or anti-union activities.

**Sectarianism** - Trainees shall not be employed on the construction, operation or maintenance of any facility, which is used, or is to be used, for sectarian instruction or as a place for religious worship.

**Recordkeeping** - The employer of record will preserve all financial, participant attendance, payment, progress, and personnel records for three (3) years after the end of the training period, as directed by the WIA Program Operator or longer if any litigation or audit is begun or claim is instituted which involves these records. These records shall be kept until action has been resolved. The employer of record shall also extend to the Spokane Area Workforce Development Council (SAWDC), the State of Washington, and the United States Department of Labor (DOL) the same access to OJT records as required by the WIA Program Operator.

### Termination of an OJT Agreement

**A. Convenience:** Either WIA Program Operator or the Worksite may request termination for convenience, and shall give written notice to the other party five (5) working days in advance of the effective date of such termination.

**B. Cause:** WIA Program Operator may terminate this agreement for the breach of any or all terms of the agreement. Written notice of such unsatisfactory performance will be provided to the Worksite.

**C. Reduction in Funding:** WIA Program Operator retains the right to terminate the agreement due to a reduction in funding by the United States Department of Labor, the State of Washington, or the Spokane Area Workforce Development Council Administration. WIA Program Operator shall provide the Worksite with a termination notice, in writing, at least five (5) working days in advance of the effective date of such termination.

**D. Emergency Sanction:** In emergency situations, as determined by WIA Program Operator, to protect the integrity of funds, the safety of participants, or in situations where labor disputes or layoffs occur, WIA Program Operator may immediately terminate or suspend the agreement, in whole or in part. WIA Program Operator shall notify the Worksite of the reason for the action.

**E. Exit Conference:** When an OJT Agreement has been completed, an exit conference is arranged at the Worksite's place of business with a representative of the WIA Program, the Worksite, and the participant. The conference is used to determine the following:

- i. That the participant has satisfactorily completed all phases of the training plan.
- ii. Verification of the date the participant completed training.

### Disputes and Remedies

- The Worksite shall agree to first attempt to resolve disputes arising from this agreement through informal and administrative processes in lieu of litigation.
- No WIA funds may be used to assist in relocating establishments, or parts thereof, from one WIA service area to another.
- Any firm that is debarred or suspended from or otherwise excluded from or is ineligible for participation in federal assistance programs under Executive Order 12549 "Debarment and Suspension" is prohibited from participation in any WIA training program.
- The Worksite will defend, hold, and save harmless WIA Program Operator from any and all liabilities and claims of any kind relating to this agreement which may arise as a result of any act or omission on the part of any agency or employee of the Worksite.
- If any term or provision of this agreement is held invalid, the remainder of the agreement shall not be affected.

Section 4 - Concurrence and Consultation

Concurrence

When apprenticeable or construction trade training is to be provided by, or at the Worksite of, a business whose employees are covered by a collective bargaining agreement, written concurrence must be obtained from local representatives of the affected union or designate before training begins.

If training or subsidized employment is to be provided in a construction trade (regardless of whether the individual is to be trained by a Worksite whose employees are covered by a collective bargaining agreement) written concurrence must be obtained from the Area Representative, Washington State Department of Labor and Industries, before training begins.

Union Concurrence

Union Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

WorkSource Representative certify receipt of verbal approval: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Washington State Dept. of Labor and Industries Area Rep: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Consultation

If training is to be provided in an apprenticeable trade, the program must consult with the Area Representative of the Department of Labor and Industries.

If training is to be provided by a worksite whose employees are not covered by a collective bargaining agreement and a portion of workers in the same occupation at another worksite of the same business are covered by a collective bargaining agreement, WorkSource must provide a copy of this Training Agreement to the appropriate labor organization.

Date Agreement Provided: \_\_\_\_\_ Signature: \_\_\_\_\_

Section 5 - Signatures

The Worksite hereby ensures that the person signing this agreement possesses the authority to commit the business to the terms and conditions of this agreement. The Worksite ensures that it has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to perform the services required under this agreement. The Worksite may not subcontract the training provided in this agreement. The employer of record will abide by all provisions and regulations of the Workforce Investment Act (WIA) and all other applicable Federal, State, and local laws and regulations while performing the activities specified in this agreement. The employer of record agrees to comply with all applicable business licensing, taxation, and insurance requirements. The Worksite has reviewed the Master Worksite Provisions, Agreements, and Assurances, and will comply with all stated terms and conditions of this agreement. We, the parties to this agreement, will abide by the terms and conditions set forth in this agreement:

Parties Involved	Signatures	Printed Name	Date
WIA-Supervisor			
WIA-Practitioner			
Authorized Worksite			

In partnership with the Spokane Area Workforce Development Council,  
WorkSource is an equal opportunity partnership of organizations that provide employment and training services. Auxiliary aids and services are available upon request to persons with disabilities.  
Washington Relay Service 711