

**CUMBERLANDS WORKFORCE DEVELOPMENT AREA
DISLOCATED WORKER NATIONAL EMERGENCY GRANT (OJT) Policy**

1. Potential employees may be recruited by the Employer or referred by CWDA Career Manager. Eligibility for WIOA services must be determined to be a Dislocated Worker or a person that was a Dislocated Worker now working and deemed underemployed by CWDA policies. No eligible employee can be hired using an OJT until contract effective date has been determined and contract signed.
2. The CWDB must approve participant's enrollment in on-the-job training if they are enrolled in another program overseen by the CWDB with one exception. If short term training takes place for individuals that are participating in an OJT, the difference between the costs of the short term training will be subtracted from the maximum amount of \$3,000 for an OJT, the amount available will be the OJT contract and training costs combined.
3. The employer must agree to hire prior to training with the intention of retaining the trainee as a regular employee after the completion of the training period. This does not preclude the employer from terminating a trainee that is determined unable to master the training or dismissing him for what the employer deems good cause.
4. In all cases the final selection (hiring) of the employees will be left to the Employer.
5. The Employer will give special consideration to the hiring of qualified disabled veterans, Vietnam Era veterans, and recently separated veterans.
6. All employees under the DW NEG On-The-Job Training Program will be subject to the same company rules and regulations as any other employee. They shall be covered by worker's compensation in compliance with Kentucky Revised Statutes. All fringe benefits and working conditions that are extended to other employees, in similar or equal positions, shall be extended to all trainees. The employer will be required to furnish all necessary materials, equipment, and supplies as needed to complete training.
7. Full-time employment shall consist of a 40 hour week, except where fewer hours are normal to the occupation, but in no case shall it be less than 24 hours per week. Reimbursement for each participant will be limited to a maximum of 40 hours per week. Any time worked above 40 hours cannot be submitted but does not limit the participant from working more than 40 hours if required. Participants in OJT shall be paid the same wages as other workers in the same or similar jobs, but in no event shall it be less than the minimum wage rate specified in Section 6(a) (1) of the Fair Labor Standards Act.
- 8.. No WIOA funds under this contract will be used to assist, promote, or deter union organizing. No WIOA funds under this contract will be used in relocation of the WIOA employers business, or parts thereof, from one area to another unless such relocation will not result in an increase in unemployment in the area of original location or in any other area as determined by the Secretary of the U.S. Department of Labor. No

currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits). No participant 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 participant whose wages are subsidized under this Act. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

- 9.. No funds provided under this Act shall be used for OJT training for any establishment or parts thereof that has relocated, until 120 days after the date on which such establishment commences operation at the new location, if the relocation will result in the loss of employment for any employee of such establishment at the original location.
10. An employer must be in compliance with all local, state, federal labor laws and is required to be in compliance with all State and Federal tax and license requirements.
11. No abnormal labor conditions such as a strike, a lockout or other similar condition may exist at the establishment or its affiliates.
12. No OJT shall be written that would impair an existing contract for services or collective bargaining agreement, or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.
13. Highly mobile, highly competitive industries where minimal training is required will be considered on an individual basis.
14. Occupations must not be dependent on commissions as the primary source of income and cannot be professional occupations requiring a licenses. Occupations experiencing or historically having a large turnover in employees will not be eligible.
15. No employer will be eligible for an OJT contract who has previously received payments under previous contracts under WIOA or WIA if the employer has exhibited a pattern of failing to provide OJT participants with long term employment with wage, employment benefits (including health benefits) and working conditions at the same level and to the level and to the same extent as the other employees working a similar length of time and doing the same type of work.
16. The number of OJT participants to be trained under an entry OJT shall not exceed 25% of the employer's full-time work force. New and expanding businesses may train 25% of the number of full-time employees projected to be working at the end of one year from the start of the business. This rule may be waived in exceptional cases by the Cumberland Workforce Investment Board.
17. Training outline and job description with number of hours to achieve job entry level skill will be provided by employer. The Workforce Development Director will assure that

these are in compliance with Board policy.

18. No OJT participant may be a member of the subcontractor's immediate family. For the purposes of this policy "immediate family" shall mean as spouse, children, parents, siblings, grandparents, grandchildren and immediate in-laws (same relation to spouse as identified for employee).
19. Participants shall not be employed on the construction, operation or maintenance of so much of any facility as is used for sectarian instructions or as a place for religious worship.
20. Reimbursement rate under WIOA will be up to 50% of the wage rate with a maximum reimbursement of \$3,000 per Dislocated Worker trainee.
21. Payment will be made when training is completed and the trainee is still employed. An invoice provided by LCADD, is to be completed with appropriate time sheets attached. Time sheets shall be signed by the employee and employer. The hours reported for reimbursement will only include those hours in which training actually occurred. Non-training hours for which the client was paid (holidays, sick leave, vacation, non-job training related hours, etc.) will not be reimbursed.
22. The Employer certifies that all training wages associated with this agreement meet or exceed an hourly wage of \$9.50, which meets self-sufficient wage limits set by the CWDB.

06/15/21