

SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT

ON-THE- JOB TRAINING AGREEMENT

95	House					
32	Senate					
003	County Code					

	County <u>Baldwin</u>	Agreement No. _____	Fund <u>Adult</u>
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Name of Employer	<u>City of Foley</u>		
Address	<u>407 E. Laurel Avenue</u>	Mailing Address: <u>P.O. Box 1750</u>	
	<u>Foley, AL 36535</u>	<u>Foley, AL 36536</u>	
Telephone Number	<u>251-943-1545</u>	Suzanne Kellams, Personnel Specialist (Name and Title of Contact Person)	
Federal ID # (FEIN)	<u>63-6001263</u>	Product or Service <u>Local Government</u>	
Number of Employees:	<u>330</u>	Number of OJT Trainees to be Hired:	<u>1</u>
OJT Agreement Dates	<u>11/1/2018</u>	Completion	<u>4/30/2018</u>
Enrollment Period	From: <u>11/1/2018</u> To: <u>1/29/2019</u> (not to exceed 90 days from start date)		
Business Service Representative (BSR):	<u>Kristi Mitchell</u>		
BSR Office Location	<u>Foley</u>	Telephone #	<u>251-943-1575</u>

OCCUPATIONAL AND COST OUTLINE

Occupational Title(s) and O*NET Code(s) Column A	SVP Range B	# of Trainees C	Training Hrs Per Trainee D	Total Training Hours Cx D=E	Hourly Unit Cost F	Total Cost Per Occup. Ex F=G	Trainee Wages	
							Start H	End I
Construction Laborers	MT	1	720	720	\$7.21	\$5,191.20	\$14.42	\$14.42
O*NET Code: 47-2061.00								
EJT: Equipment Operator I								
TOTALS		1		720		\$5,191.20		

Hourly unit cost will be calculated at one of the following reimbursement rates. (1-50 employees at 75%)(More than 50 employees at 50%) of the starting hourly wage rate.

TOTAL PAYMENT PERMITTED UNDER THIS AGREEMENT SHALL NOT EXCEED \$5,191.20

The attachments to this agreement, specifically including one training plan per occupational title listed above, are hereby expressly incorporated into and made a part of this agreement.

COLLECTIVE BARGAINING AGREEMENT OCCURRENCE: Is the occupation in which employment and training is to be offered, covered under a collective bargaining agreement? YES _____ NO X

If "yes", a signed letter from the labor organization representative stating the union name, the representative's title and concurring with the terms of the agreement must be attached.

EMPLOYER

PRESIDENT, SWAPTE INC.

The undersigned, as the duly authorized representative of the employer with authority to commit the employer to this agreement, hereby agrees in good faith to this agreement, and to the assurances and certifications found on the second page of this document.

SIGNATURE Suzanne Kellams
 TYPED NAME Suzanne Kellams
 TITLE Personnel Specialist
 DATE 11/1/2018

SIGNATURE _____
 DATE _____

Original - Region 7 Finance

Copy - Career Center

Copy - Employer

All Signatures Must Be Submitted in Blue Ink

ASSURANCES AND CERTIFICATIONS

Page 2 of 2

APPLICABLE LAWS AND REGULATIONS

- The employer will comply with all applicable Federal, State, and local laws, rules and regulations which deal with or relate to the employment of persons who are under this agreement. This agreement in no way relieves the Employer of responsibility for compliance with the provisions of the Fair Labor Standards Act, as amended.
- The Employer cannot discriminate on the basis of race, religion, creed, national origin, sex, age, disability, or political affiliation in employment practices.
- The Employer will comply with all requirements issued by the U.S. Department of Labor and the Southwest Alabama Partnership for Training and Employment (SWAPTE) concerning special requirements of law, program requirements, and other administrative requirements.
- The program will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal Funds for other funds in connection with work that would otherwise be performed.
- If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedures established by SWAPTE will be utilized. The employer shall inform trainees of the grievance procedure to be followed.

f. By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

TRAINEES

- Only those persons certified as eligible by the Alabama Career Center (or any other agency designated by SWAPTE) will be hired and trained under this agreement.
- Training under this agreement will not be sub-contracted.
- No participant may engage in partisan or nonpartisan political activities during hours for which the participant is paid with SWAPTE funds.
- Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship.
- No trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous, or dangerous to the trainee's health or safety.
- Trainee should not be terminated from the program without prior notice to the trainee and reasonable opportunity for improvement of performance.

TRAINEE WAGES AND BENEFITS

- Hourly wages paid to trainees shall not be less than the HIGHEST of the following:
 - the minimum wage rate specified in the Fair Labor Standards Act,
 - the prevailing wage rate for persons similarly employed,
 - the wage rate required by an applicable collective bargaining agreement.
- Appropriate workers' compensation or sick and accident insurance protection will be provided to all participants.
- Each trainee shall be provided health insurance, collective bargaining agreement coverage, and other benefits and working conditions at the same level and to the same extent as other employees similarly employed.

AUDIT AND RECORDS

- The Employer shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs and services claimed.
- The Employer shall preserve and make available his records in support of this agreement until the expiration of six (6) years from the date of final payment under this agreement. If any litigation, audit or claim has been initiated, the records will be maintained until a final determination has been made.
- The Employer agrees that authorized representatives of the Southwest Alabama Partnership for Training and Employment, U.S. Department of Labor and the Comptroller General shall be given access to the facilities and records pursuant to this agreement only.

PAYMENTS

- The Employer shall be paid upon monthly submission of SWAPTE'S Contractors Invoice Form and supporting Training Time Sheet.
- No payment shall be made for hours for which wages were paid if these hours occurred during a period of work stoppage at the training locations.
- OJT may only be undertaken for a full-time position as determined by a work schedule considering the full-time standards for the said position by the employer working at least 35 hours per week. If the employer requires less than 35 hours per week the contract should be duly noted. If the employee does not work the required hours his or her time sheet should note the reason such as (holiday, jury duty, sick, business closure, and any other absents will not be compensated to the contracted employer).

Full time hours per week 40

REPORTING REQUIREMENTS

The Employer will be responsible for reporting OJT hires and terminations to SWAPTE'S Authorized Representatives.

TERMINATION OF AGREEMENT

The performance of work under this agreement may be terminated by the SWAPTE for good cause or convenience.

AVAILABILITY OF FUNDS

Funding of this agreement is contingent on the availability of Federal funds and continued Federal authorization for program activities, and is subject to amendment or termination due to lack of funds or authorization.

SIGNATURE

Roger Williams

DATE

11/1/18

