

8. GENERAL PROVISIONS

- A. EMPLOYER WILL HIRE AND TRAIN:** The employer shall provide adequate supervision to the training and designate a supervisor and mentor. Training activities shall result in “good work habits” and where practical, specific occupation skills for employability enhancement. Shall provide a sufficient workload in relation to the attached training plan. Shall allow the Trainee release time to attend scheduled meetings, class time, workshops, and counseling as requested by CJ Agency. The Employer agrees to provide the onsite training to the Trainee.
- B. TRAINEE ELIGIBILITY:** The Trainee must be assessed by and found eligible for training by the CJ Agency. The Trainee must have a need for the skills listed in the Training Plan and must not have been hired by the Employer prior to the beginning date of this Agreement. The employer agrees to hire the CJ Trainee at above minimum wage and at a minimum of 32 hours per week at or before the end of 5 months. This position will provide a career ladder and wage progression opportunities. The CJ Trainee will have comparable benefits to the other employees.
- C. RATIO OF TRAINEES TO REGULAR EMPLOYEES:** In order to assure that trainees on CJ contracts in the private sector do not represent a disproportionate share of the employers' work force, a maximum ratio of one trainee to four regular employees (or 25%) should be maintained. This standard will apply to all work places with five or more employees (including trainees).
- D. MAINTENANCE OF EFFORT, LAYOFFS AND RELOCATION:** No currently employed worker shall be displaced by the Trainee (including partial displacement such as a reduction in the hours of non-overtime work wages or employment benefits), nor shall the Trainee be employed in a job opening when any other individual is on layoff from the same or any substantially equivalent job or 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 training the Trainee. The training of the Trainee under this Agreement may not infringe upon the promotional opportunities of currently employed individuals. No trainee shall be trained in a job with a relocating company for the first 120 days after the company commences operations at the new or expanded location, if the location results in an employee's job loss at the original site. No CJ Trainee may be placed at a worksite with any unions present without first having written agreement regarding Career Jump placements from that union.
- E. ATTENDANCE AND PAYROLL RECORDS:** The Employer shall maintain for the Trainee accurate daily time and attendance records showing hours worked.
- F. DISMISSAL POLICY:** Except for serious violations of Employer policies, the Employer will not dismiss the Trainee without contacting the CJ Agency and allowing for counseling and corrective action to occur.
- In the event of dismissal for serious violations of Employer policies, the Employer must notify the CJ Agency on the first working day after dismissal.
- G. TRAINEE WAGES:** The CJ Agency shall provide wages to the Trainee in Accordance with the Fair Labor Standards Act, as amended, or applicable State or local minimum wage laws and shall be responsible for applicable FICA, and Washington State Labor and Industries payments.
- H. TECHNICAL ASSISTANCE:** The CJ Agency will provide assistance to both the Employer and the Trainee throughout this Agreement and, during a follow-up period of at least three months.
- I. EEO/AFFIRMATIVE ACTION:** No person shall be denied employment, excluded from benefits, or suffer discrimination under this Agreement because of race, color, religion, sex, national origin, age, handicap, political affiliation or belief, or solely because of his/her status as a trainee under this Agreement.
- J. DISPUTES:** All disputes shall be resolved informally between the Trainee, the Employer, and the CJ Agency. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Employer to resolve disputes with Employees. If the Employer has no internal

grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting through the administrative process of the Tri-County Consortium, in lieu of litigation.

- K. DELEGATION/SUBCONTRACTING:** The Employer shall not subcontract or assign training duties under this Agreement.
 - L. TERMINATION FOR NON-PERFORMANCE:** Failure to comply with any of the terms and conditions of this Agreement shall constitute grounds for termination. This Agreement may be terminated for non-performance by either the Employer or the CJ Agency following written notice to the other party. Such notice must be posted by certified mail, return receipt requested and must specify and document the reason for termination.
 - M. TERMINATION FOR CONVENIENCE:** Either the Employer or the CJ Agency may terminate this Agreement within ten (10) days advance written notice to the other party. Such notice must be posted by certified mail, return receipt requested.
 - N. PROVISION OF FUNDING:** If funds expected to be received by the CJ Agency are suspended or terminated in whole or in part, funding for this Agreement shall cease.
 - O. MODIFICATIONS:** This Agreement may be modified at any time by execution of a written, signed modification. If the Training Plan, the total training hours, the term of the Agreement or the work location change, the CJ Agreement must be promptly modified.
 - P. SAFETY:** Throughout the duration of the training, the Employer shall ensure that the Trainee is provided with relevant safety instructions and equipment necessary for reasonable protection against injury and damage. Where special clothing or equipment is provided to the Employer's regular employees, the Trainee shall be provided the same type of clothing and equipment. CJ Agency shall access supportive services to ensure the Trainee has the necessary clothing and equipment if the employer is unable to provide them Local, State, and applicable Federal health and safety standards shall be observed.
 - Q. MONITORING AND AUDIT:** The Employer agrees that the CJ Agency and/or authorized representatives have the right to monitor, audit, and review the progress of training and any documents and records pertaining to training for compliance with the terms of this Agreement. This shall include periodic on-site monitoring to ensure that training is being provided as specified.
 - R. CUSTOMARY PRACTICES APPLY:** The Employer will ensure that the Trainee is made aware of all the customary practices of the Employer and normal requirements of the job including personnel practices and policies.
 - S. FEDERAL, STATE AND LOCAL LAWS:** The Employer agrees to comply with all applicable Federal, State and local laws.
 - T. HOLD HARMLESS:** Each party shall take the responsibility for the actions of its own employees or agents when negligence occurs in the performance of this Agreement.
 - U. DEBARMENT AND SUSPENSION:** Employer agrees to meet Federal and State requirements regarding debarment and suspension.
- 9. TRAINING PLAN (See Attached)**