

# Train to Work Initiative Policies and Procedures

---

The Train to Work Initiative is designed to help businesses in Delaware County with the exorbitant cost of training new hires. Equally important, it is also designed as a hiring incentive to create more opportunities for Delaware County residents to learn new skills and obtain employment in their own community.

Employers are eligible for up to \$5000 in reimbursements for full time hires and up to \$2500 for part time hires per participant. There are two programs available within this initiative. The total potential reimbursement is based on the length and level of training needed for participants to be trained for the new position. The criteria for what program is available is based on the level of training needed for a business to bring on the new hire and program eligibility will be determined at the discretion of the Delaware County Local Development Corporation (LDC).

All contacted positions must be expected to provide at least 6 months of continuous employment. Temporary positions will not be considered.

## **Employer Eligibility Requirements:**

All Employers interested in the program must be vetted by the LDC prior to approval for a contract to be written.

1. All business must be listed on the New York State Division of Corporation site or have a valid DBA on file with Delaware County. Verification of Corporations and LLCs can be found at <https://apps.dos.ny.gov/publicinquiry>. A print out of the Entity search from the Division of Corporations or DBA should be maintained (LDC). Only Delaware County Businesses are eligible for TWI funds.
2. Proof of Workman's Compensation Insurance in the form must be provided.
3. If the business has been operating for less than 6 months program eligibility will be determined by the LDC.
4. The LDC must run an establishment search to make sure there are no ongoing unresolved health and safety issues with OSHA at <https://www.osha.gov/pls/imis/establishment.html>. A copy of this search should be kept in the hard file with the contract. Businesses with unresolved OSHA investigations are not eligible until all ongoing issues or investigations have been resolved.
5. Contracts for reimbursement must be completed and signed by the employer, LDC, and the Trainee prior the trainees start date. Reimbursement is only offered for new hires or promotion of existing employees to a new position. The Employer understands that TWI funds cannot be authorized after a Trainee has been hired at the contracted position or work has begun.

Employers should submit a potential Trainees job application or resume to the LDC for review as a Train to Work Trainee candidate as early in their hiring process as possible. Trainees will meet with CDO Workforce staff briefly to determine program suitability which is at the discretion of CDO Workforce Employment and Training counselors as well as the LDC.

**Train to Work Initiative Contract Terms and Conditions:**

A. For the purpose of these policies contracted positions are referring to Train to Work Incentive Contracted positions. TWI contacted positions must be expected to provide at least 6 months of continuous employment. Temporary positions will not be considered. Full-time Employment is defined as position which consistently provides employees with 32 hours or more of work per week. Employment at less than 32 hours per week will be considered part-time employment for contract and program considerations.

B. Termination of contract:

The performance of work under this contract may be terminated, in whole or from time to time in part, by the LDC whenever for any reason the LDC shall determine that such termination is in the best interest of the Train to Work Program. Termination for work hereunder shall be effected by delivery to the Employer of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination become effective.

C. Termination for Reasons for Default:

If the employer fails to comply with the terms of the contract the LDC may, by written notice of default to the Employer, terminate the whole or any part of this contract in any one of the following circumstances:

- (1) If the Employer fails to perform the services specified herein; or
- (2) If the Employer fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as LDC may authorized in writing) after receipt of notice from the LDC specifying such failure.

D. Laws Applicable:

The Employer will comply with all applicable Federal and State and local laws, rules and regulations which deal with or relate to the employment of persons who perform work or are trained under this contract.

E. Disclosure of Confidential Information:

The Employer agrees to maintain the confidentiality of any information regarding applicants, Trainees or their immediate families which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the

permission of the applicant or Trainee, such information shall be divulged only as necessary for purposes related to the performance or evaluation of this contract and to persons having responsibilities under the contract.

F. Non-Competitive Agreements:

No Employer shall require any Trainee, whose training costs are subsidized in whole or in part with TWI funds, to sign any non-competition agreement that would limit the future employment of the Trainee in respect to any period of time and/or geographic limit;

G. Nepotism:

No person is allowed to participate in any TWI activities as a Trainee if a member of his/her immediate family is directly supervised by the Trainee, or directly supervises the Trainee for the employer.

H. Safety and Health Considerations at Worksite:

The Employer's buildings and surroundings pose no threat to the health, safety, or welfare of employees. Such buildings and surroundings, to the best knowledge of the Employer, also meet the standards set forth in the applicable rules and regulations of the Occupational Safety and Health Administration (OSHA).

I. Child Labor

No Trainee under 18 years of age will be employed in any occupation, which the U.S. Secretary of Labor has found to be particularly hazardous for persons between 16 and 18 years of age

J. Termination of Trainee

In general, Trainees will not be terminated without prior notice to the Trainee and LDC. The employer will provide reasonable opportunity for correction or improvement of performance including substandard or unsatisfactory progress or conduct.

K. Workers Compensation Insurance

All Trainees under this program must be covered by the Employer's Workers Compensation Insurance (or other plan or form of insurance as required or approved by State law) that adequately protects the Trainee in case of work-related injury.

L. Statement of Employer Personnel Policy

The Employer will provide a copy, if available, of its policies to the Trainee covering, in addition to benefits and grievance procedures, any specific rules or regulations by which the Trainee is expected to abide. If no Employer grievance policy is provided, the LDC policy shall control.

M. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

The Employer will not discriminate against any employee or applicant for employment because of race, color, religion, sex national origin, age, sexual orientation, disability, or political affiliation or belief. The Employer will take affirmative action to ensure that applicants are employed, and that employees are

treated during employment, without regard to their race, color, religion, sex, national origin, age, sexual orientation, disability or political affiliation or belief.

**Financial:**

A. Payments:

1. Employers shall be paid monthly. Payroll information showing the hourly regular pay rate and number of hours worked for each pay period. Duplicate copies of paystubs is the easiest way to provide payroll information. Time keeping paperwork or copies of time cards are to be submitted with the payroll information. If an employer does not have timesheets, timesheets will be provided for tracking by the LDC for program purposes. Payroll and time keeping paperwork should be emailed or faxed to the LDC by the 5th of the month for the previous month. Upon receipt and review Employers can expect a reimbursement check to go out within approximately two weeks.
2. Payment shall be based on the total TWI program hours for which wages were paid, excluding payments attributable to benefits such as vacation pay, holiday pay, sick leave, etc. While Trainee may work overtime, reimbursement will only be made for regular working hours. In no event shall total payments exceed the contract amount. Time keeping paperwork or copies of time cards are to be submitted with the payroll information.
3. The Employer will complete a Form W-9 (Request for Taxpayer Identification Number and Certification) and submit said form with the first request for reimbursement. Payment will not be processed until a completed form has been received by the LDC. Delay in submittal of incomplete time keeping information and payroll will delay payment.

B. Changes:

There shall be no modification or amendment of this TWI contract, except in writing, executed with the same formalities as this instrument. This provision includes, but is not limited to, modifications or amendments of the Statement of Work.

C. Interpretation:

Request for interpretations of the contract provisions shall be directed to the LDC and must be in writing. No interpretations shall be official or binding upon LDC or the Employer unless it is received in writing from LDC.

D. Audit and Records Examination:

1. The Employer shall, until expiration of 1 year after final payment under this contract, maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred in the performance of this contract.
2. The Employer's plants and other facilities, or such part thereof as may be engaged in the performance of this contract, and all records pertinent thereto shall be subject, upon delivery of

reasonable notice, to monitoring, inspection and audit by the LDC or his/her authorized representative upon request.

E. Trainee Wages:

Trainees shall be compensated by the Employer at the same rates, including periodic increases not related to individual performance, as similarly situated employees or trainees, but in no event less than the highest of: the minimum wage prescribed under the Fair Labor Standards Act of 1938, as amended; applicable State or local minimum wage laws.

F. Attestation Regarding Employment of Trainee:

The Employer, by signing this contract, attests that each Trainee is eligible for TWI funds that Trainee has not been and is not at the time of signing this TWI contract a current Employee holding the contracted position nor presently on a layoff status subject to recall by the Employer nor any other like state with the Employer.

**Advanced Program**

Reimbursement:

- A. For the Advanced Train to Work Program employers will be reimbursed at a rate of 50% of the hourly wage paid for up to 40 hours each week. Employers understand that they must pay overtime at a rate of time and a half of the hourly pay and will not be reimbursed for any overtime offered. The Advanced Training Program offers a higher reimbursement rate of up to \$5000 for full-time hires and \$2500 for part-time hires for jobs that require more than minimal training. Because the training cost of training new hires for more complex positions is higher than repetitive entry level positions a higher contract award is offered.

Full-time Employment is defined as position which consistently provides employees with 32 hours or more of work per week. Employment at less than 32 will be considered part time employment for contract considerations.

- B. Part-time positions must offer a consistent 20 hours or more a week of employment to be considered for the Core or Supplementary Initiative Programs.

Monitoring:

Advanced Program contracts require that employers will be visited once by the LDC during the contract period to ensure that training is being provided and to counsel employees on areas they are excelling at and could improve on. A short review of soft skills and occupational review will be completed by the employer and reviewed with the Trainee. This visit will be kept as brief as possible to not interrupt the normal course of business. Additionally, a final review will be submitted with the final invoice.

### **Abbreviated Program**

For Part-time entry level positions the Train to Work Initiative offers a program that offers cash stipends for hitting benchmarks rather than reimbursement at an hourly rate. Maximum reimbursement for the Abbreviated program is \$1600.00.

The reimbursement schedule is as follows for the Abbreviated Program:

Trainee works for 30 calendar days:	\$500.00
Trainee works for 60 calendar days:	\$500.00
Trainee works for 100 calendar days:	\$600.00
Total Contract Award:	\$1600.00

The LDC reserves the right to determine what program participants are eligible for.

### **Trainee Eligibility:**

1. Trainees must be 18 years of age or older unless enrolled in the CDO Workforce Out-of-School Youth Program to be eligible.
2. Trainees must be screened by Delaware County CDO Workforce Staff to help try to ensure Trainee has resources in place such as childcare and transportation necessary to be successful.

### **Invoicing:**

The LDC is responsible for completing an invoice requesting payment with the completed W-9 form for the initial payment. For all payments copies of paystubs and time keeping information shall be submitted with the request for payment. Payments should be submitted to Tabitha Byam at [tabitha.byam@co.delaware.ny.us](mailto:tabitha.byam@co.delaware.ny.us).