

J O B C O N N E C T

Training Incentive Placement Agreement for Participant on Delivery Agency Payroll

Ce formulaire est aussi disponible en français

Trainee ID	Agency ID	Trainee name
Business name (hereinafter referred to as the "Employer")		
Contact name		Telephone no.
Delivery Agency name	Contact name	Telephone no.

Section 1: TERMS AND CONDITIONS OF TRAINING INCENTIVE AGREEMENT

Job title	This Training Agreement is in effect					
	day	month	year	day	month	year
	FROM			TO		
Days of work	Hours of work	Rate of pay to Employee				
		\$	/hour	for	weeks	
		Pay schedule	Employer reimbursement schedule	Total Training Incentive committed		
				\$		

Section 2: RESPONSIBILITIES

2.1 The Trainee will:

- a) endeavor to meet the training goals and training outcomes described in the Training Plan;
- b) contact the Delivery Agency regarding any training related problems or concerns that arise during the term of this Agreement;
- c) provide to the Delivery Agency evaluation information of the training provided by the Employer pursuant to this Agreement;
- d) provide the Employer with written notice of intention to terminate this Agreement, stating the effective date of termination, and the reason(s) for it;
- e) be paid by the delivery agency, in accordance with the terms and conditions noted in Section 1 of this Agreement;
- f) not be paid for an absence from work, including absence for illness; and
- g) not be paid for overtime since the program does not provide for this.

2.2 The Employer will:

- a) ensure the Trainee receives adequate supervision, regular and continuing instruction, and sufficient opportunity to learn the job duties;
- b) maintain third party liability coverage;
- c) maintain employee coverage under The Workplace Safety and Insurance Act or alternative workplace safety insurance;
- d) submit to the delivery agency copies of time sheets, signed by the Employer and the Trainee;
- e) inform the Delivery Agency immediately if the Trainee is to be dismissed, or has quit, before the end of this Agreement;
- f) provide evaluation information to the Trainee and Delivery Agency regarding the Trainee's progress in relation to the Training Plan;
- g) ensure that no regular full-time or part-time employees are displaced in any way by the employment of the Trainee;
- h) not be receiving government funding from any other sources for this training placement;
- i) not train his/her spouse, sibling or child under this Agreement;
- j) comply with applicable JC Guidelines;
- k) ensure that the trainee does not work more than the agreed upon weekly hours noted in Section 1, since Job Connect does not provide funds for overtime;
- l) not supplement the Trainee's wage while on the program;
- m) provide authorization to the delivery agency to act on their behalf in the case of a Trainee's accident; and
- n) inform the delivery agency immediately of any accident or injury to the trainee while on the job, and submit all documentation required by the Workplace Safety Insurance Board (WSIB) or alternative workplace safety insurance company.

2.3 The Delivery Agency will:

- a) provide support to the Trainee and the Employer by monitoring the placement against the Training Plan (this may include on-site visits);
- b) ensure that the terms and conditions of this Agreement and the Training Plan are met;
- c) if necessary, negotiate any changes to this Agreement and the Training Plan with the Trainee and the Employer;
- d) terminate this Agreement if any or all parties are not fulfilling the terms and conditions of the Agreement and/or the Training Plan;
- e) notify the Employer, in writing, of reasons for the early termination of this Agreement;
- f) pay the Trainee upon submission of accurate and complete time sheets in accordance with the Schedule referred to in Section 1.
- g) make all legally required employer and employee contributions and deductions in respect of the Employee including but not limited to CPP, EI, and provincial and federal income tax.

Section 3: PENALTIES

If either the Employer or the Trainee fail to comply with the terms and conditions of this Agreement and the Training Plan, the Delivery Agency may immediately terminate the placement, and the Employer and/or Trainee may be restricted from future participation in the JC program.

Section 4: AMENDMENTS

Any amendments to this Agreement and the Training Plan must be in writing and signed by all three parties to the Agreement.

Section 5: WORKPLACE INSURANCE COVERAGE - CLAIMS

The employer has elected to file claims as follows: (check one)

The employer has WSIB coverage and claims will be covered by the Ministry of Training, Colleges and Universities' WSIB policy.

The employer has alternative workplace safety insurance coverage and claims will be covered by the Ministry of Training, Colleges and Universities' ACE INA Insurance.

The employer will provide the accident coverage for the employee during this placement through their own WSIB or alternative workplace safety insurance coverage.

Section 6: NOTICE OF COLLECTION AND CONSENT

The Ministry of Training, Colleges and Universities provides funding to the Job Connect agency to provide the Job Connect program. The Job Connect agency has contracted with the Ministry to provide reports about the service it has provided to the Trainee, the Trainee's satisfaction with the service, and other aspects of the Trainee's educational and training experiences that will enable the Ministry to administer, fund, evaluate and monitor the services and to plan and deliver job training programs and services. The reports will identify the Trainee by a computer generated number but the Ministry will not collect the Trainee's name or address. The Job Connect agency has also contracted with the Ministry to allow the Ministry to review, inspect, monitor and audit its delivery of the service and administration of the funding and to do this the Ministry may need to have access to all personal information collected by the Job Connect agency, including names and addresses of the Trainees, but only if an audit is conducted. By signing below, The Trainee gives consent to the Ministry to indirectly collect and use personal information about him or her for these purposes.

The personal information collected and used by the Ministry is necessary to the proper administration of the Job Connect program, in accordance with s. 38(2) of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended. Questions about the collection and use of your personal information may be addressed to: Director, Service Delivery Branch, Ministry of Training, Colleges and Universities, 33 Bloor St. E. Suite #200, Toronto, Ontario, M7A 2S2, or by phone at (416) 314-4268.

The parties warrant that they have read, understood and agree to comply with the Agreement and Training Plan.

Employer's signature
X
Print name
Date (DD/MM/YYYY)

Trainee's signature
X
Print name
Date (DD/MM/YYYY)

Delivery Agency's signature
X
Print name
Date (DD/MM/YYYY)