

**CHAPTER 38**

**NEW JERSEY BUSINESS ALLIANCE FOR TRAINING AND EMPLOYMENT<sup>1</sup>**

**Authority**

Unless otherwise expressly noted, all provisions of this Chapter 38 were adopted by the Commissioner of Labor and Industry, pursuant to authority delegated at N.J.S.A. 34:15B-1 et seq.,<sup>2</sup> and were filed and became effective prior to September 1, 1969.

<sup>1</sup> The New Jersey Alliance of Businessmen was created April 8, 1968 at the direction of the Governor.

<sup>2</sup> The New Jersey State Business Alliance for Training and Employment Law, providing for reimbursement to employers, was enacted July 9, 1968.

**CHAPTER TABLE OF CONTENTS**

**SUBCHAPTER 1. GENERAL PROVISIONS**

- 12:38-1.1 Title
- 12:38-1.2 Purpose of program
- 12:38-1.3 Definitions

**SUBCHAPTER 2. AGREEMENTS**

- 12:38-2.1 Nature and contents
- 12:38-2.2 Development and execution
- 12:38-2.3 Compliance

**SUBCHAPTER 3. TRAINING PLAN**

- 12:38-3.1 Purpose of training
- 12:38-3.2 General format
- 12:38-3.3 Use of public training facilities
- 12:38-3.4 Use of private training facilities and consultants

**SUBCHAPTER 4. WAGES AND HOURS**

- 12:38-4.1 Status of trainees
- 12:38-4.2 Minimum wage
- 12:38-4.3 Wages and hours

**SUBCHAPTER 5. REIMBURSEMENT**

- 12:38-5.1 Purpose of reimbursement
- 12:38-5.2 Amount
- 12:38-5.3 Schedule of reimbursement
- 12:38-5.4 Utilization of public services and resources

**SUBCHAPTER 6. FOLLOW-UP, EVALUATION AND COMPLIANCE**

- 12:38-6.1 On-site verification
- 12:38-6.2 Termination of agreement

**SUBCHAPTER 1. GENERAL PROVISIONS**

**12:38-1.1 Title**

This Chapter shall be known and may be cited as the New Jersey Business Alliance for Training and Employment Chapter.

**12:38-1.2 Purpose of program**

(a) The purpose of the New Jersey Business Alliance for Training and Employment Program is:

1. To provide job opportunities in the business sector for the hard-core unemployed;
2. To provide for reimbursement to industrial and business firms for extraordinary expenses incurred in employing and training disadvantaged workers.

**12:38-1.3 Definitions**

The following words and terms, when used in this Chapter, shall have the following meanings, unless the context clearly indicates otherwise.

“Agreement” means a contract between the Commissioner of Labor and Industry representing the State and an officer of a private employer authorized to execute such contracts to carry out the purposes and intents of the New Jersey State Business Alliance for Training and Employment Law with respect to one or more hard-core unemployed residents of this State.

“Consistently unemployed” means not having had full-time gainful employment in the past year and having been in the labor market for at least one year, or underemployed as defined in the schedule set forth in Table 1 of this Chapter.

“Employment” means full-time gainful employment at regular normal hours and wages in the occupation and industry for the duration of not less than one year (or not less than the normal number of weeks in the case of a seasonal industry) including the training period, except in the case of voluntary termination of employment by the trainee, layoff for lack of work or discharge for misconduct. Intermittent spells of employment in a variety of jobs shall not be considered as full-time gainful employment.

“Hard-core unemployed” means persons who have been consistently unemployed.

“Private employer” means any employing establishment whose employees are not paid by Federal, State, county or municipal check. A group or association of such employers may act as a single employer for the purposes of this Chapter.

“Resident of this State” means any person who lives in the State of New Jersey. Residency shall be determined on the basis of information furnished by the trainee.

“Training” means an organized plan of classroom and/or on-the-job instructions of not less than four weeks duration required and designed to prepare and equip the “trainee” for full-time gainful employment as specified and described in the agreement.

## SUBCHAPTER 2. AGREEMENTS

## 12:38-2.1 Nature and contents

(a) An agreement under this Chapter shall be in the form of a contract enforceable under the laws of the State of New Jersey which shall specify:

1. The name and address of the employing establishment and of the training and employment location if different.
2. The name of the principal owner or official authorized to sign the agreement and his official position or title.
3. The number of trainees to be hired under this agreement and the occupations in which they will be provided training and employment.
4. The plan of training as described in Section 3.2 (General format) of this Chapter.
5. What training, if any, is to be provided outside the principal training and employment location, by whom and at what cost.
6. A schedule of wages to be paid the trainee during the course of his training and employment for one year showing planned increments as skill and ability develop.
7. A schedule of estimated training costs.
8. The amount (not to exceed \$500.00 per trainee) of reimbursement to the employer by the Department of Labor and Industry and the schedule of such reimbursement.
9. That the trainees shall be recruited through the Department of Labor and Industry or otherwise meet the definition of hard-core unemployed as set forth in Section 1.3 (Definitions) of this Chapter.

## 12:38-2.2 Development and execution

(a) Employers may obtain information and assistance in developing agreements from any office of the New Jersey State Employment Service, Office of Manpower, Department of Labor and Industry or from any office or representative of the New Jersey Alliance of Businessmen.

(b) When completed and signed by an authorized official of the employing establishment, the agreement will be submitted for approval to the Commissioner of Labor and Industry.

(c) The agreement becomes effective upon approval and signature by the Commissioner of Labor and Industry but with respect to each trainee on the date of his entering the training and employment.

## 12:38-2.3 Compliance

(a) An employer shall be considered in compliance with the agreement and entitled to the agreed-upon reimbursement specified therein so long as the specified training plan is carried out, the specified wages paid and employment provided as described.

(b) Each employer is required to notify the Commissioner of Labor and Industry in writing immediately on the occasion of any circumstance or occurrence contrary to the terms of the agreement.

(c) Reasonable modification of the training plan and schedule may be mutually agreed upon with appropriate adjustments in the specified reimbursement for costs of training.

(d) Upon completion of the term of employment by each trainee or the earlier termination of his employment and the payment to the employer of the agreed-upon reimbursement the agreement will be considered terminated.

(e) In the case of more than one trainee engaged under the terms of one agreement, periodic reports submitted by the employer to the Commissioner of Labor and Industry will be used as the basis for reimbursement.

## SUBCHAPTER 3. TRAINING PLAN

## 12:38-3.1 Purpose of training

(a) The training provided by the employer under this Act and for which reimbursement of costs (up to a maximum of \$500.00) is made by the State is for the purpose of developing the skills and abilities of persons who would not otherwise meet the minimum qualifications and specifications for employment in the occupation involved.

(b) It is not intended to produce or develop highly skilled and proficient workers but rather to develop the employability and trainability of the trainees. For this reason, hiring requirements under this Chapter shall be demonstrably below normal with the training program designed to fill the gap. Likewise, the training plan must provide for more than normal orientation and acclimation of the trainee to the training and employment situation.

## 12:38-3.2 General format

(a) The training plan for each occupation-trainee, individual or group, shall consist of the following items:

1. A schedule of the training to be provided;
2. A listing of the estimated costs for such items as materials, equipment and instructors;
3. A narrative statement covering:

- i. The acceptance of the plan and of the training and employment agreements by interested unions or employee organizations in the establishment;
- ii. The specific arrangements and plans made for insuring the acceptability of the trainee by his co-workers;
- iii. The plans for orientation and supervision of the trainee;
- iv. The plans and arrangements for utilization of supporting services and facilities of public agencies to enhance and insure the success of the program.

**12:38-3.3 Use of public training facilities**

(a) The training plan may include classroom and/or other group or institutional training regularly conducted in a public training facility (such as in adult basic education).

(b) Wherever possible, the training plan should include provisions for the trainee to qualify for a High School Equivalent Certificate (if he is not a high school graduate) through public educational facilities and programs.

**12:38-3.4 Use of private training facilities and consultants**

Private training agencies and/or consultants may be engaged by subcontract to provide part of the training only if suitable public facilities, programs or consultants are not available.

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**SUBCHAPTER 4. WAGES AND HOURS**

**12:38-4.1 Status of trainees**

Trainees employed under this Act will be considered full-time employees of the employer from the date of hire and will be entitled to all rights and privileges of other regular employees.

**12:38-4.2 Minimum wage**

Trainees employed under this Act shall be paid not less than the minimum entry wage for the occupation and industry involved and will work the regular normal hours.

**12:38-4.3 Wages and hours**

Wages and hours shall be in accordance with applicable State and Federal laws.

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**SUBCHAPTER 5. REIMBURSEMENT**

**12:38-5.1 Purpose of reimbursement**

(a) Reimbursement to the employer is intended to offset part of the cost of hiring and training a person who would

not normally meet his hiring specifications. These costs may include, but are not limited to:

- 1. In-plant training on or off the job;
- 2. Training outside the plant;
- 3. Extraordinary medical and related services;
- 4. Transportation of trainee to out-plant services.

**12:38-5.2 Amount**

The amount of reimbursement to the employer under this Act shall be mutually agreed upon in each case and may be up to 75 per cent of the actual or estimated cost of training as described in the agreement but shall not exceed \$500.00 with respect to any trainee.

**12:38-5.3 Schedule of reimbursement**

(a) A schedule of reimbursement shall be part of the agreement and shall generally provide for part of the total reimbursement upon receipt of evidence of hiring a certified trainee and the balance upon receipt of evidence of completion of the training.

(b) The employer in each case will submit to the Commissioner of Labor and Industry a combination report of hiring and/or of completion of training, and a claim for reimbursement in accordance with the agreement.

**12:38-5.4 Utilization of public services and resources**

Employers are encouraged to make the fullest possible use of free public services (such as rehabilitation services, employment services and educational services) in developing the fullest capabilities and skills of trainees and to assure their continuous employment.

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**SUBCHAPTER 6. FOLLOW-UP, EVALUATION AND COMPLIANCE**

**12:38-6.1 On-site verification**

The Commissioner of Labor and Industry or his designated agents shall visit the employing establishment from time to time to verify that the trainee is on the job, that the training plan is being carried out, that wages and hours and working conditions are as agreed upon, and that all requirements of the agreement are being met.

**12:38-6.2 Termination of agreement**

(a) The Commissioner of Labor and Industry may terminate any agreement entered into under this Act at any time if he finds that the terms of the agreement are not being complied with.

(b) The employer will be notified in writing of such termination and no reimbursement shall be made for participation after the date of notification.

Table 1

## Schedule, Family Income Level of Underemployed

Family Size	Income (Nonfarm)	Income (Farm)
1	\$2,600	\$2,100
2	3,000	2,400
3	3,500	2,800
4	4,200	3,200

Family Size	Income (Nonfarm)	Income (Farm)
5	4,800	3,700
6	5,200	3,900
7	5,700	4,300
8	6,300	4,700
9	6,800	5,100
10	7,300	5,400
11	7,800	5,800
12	8,300	6,100
13 or more	8,800	6,500

**Cross References**

As to definition of underemployed, see Section 1.3 (Definitions) of this Chapter.