



On-the-Job Training Agreement

Section 1: Purpose

This On-the-Job Training (OJT) Agreement is between the _____ (*Name of Employer*), hereinafter called the Employer and **OhioMeansJobs Erie County**, herein after called the One-Stop. Both parties agree to the terms and conditions set forth within this agreement. The agreement term commences on the date of last signature and terminates on 6/30/2017, the dates of which may be amended or extended by signatures of all parties.

Section 2: General Terms and Conditions

Agreement Purpose

The purpose of this agreement is to establish the general terms and conditions under which the One-Stop may refer individual WIOA participants ("the Trainee") to the Employer to enable Workforce Innovation & Opportunity Act (WIOA) participants to take part in an OJT as that term is defined under the Workforce Innovation & Opportunity Act.

OJT Definition

In accordance with the WIOA section (101) (31), the term "on-the-job training" means training by an employer that is provided to a paid trainee while engaged in productive work. This training will:

1. Provide knowledge or skills essential to the full and adequate performance of the job;
2. Qualify for reimbursement to the employer of up to 50% of the wage rate of the Trainee, for the extraordinary costs of providing the training and additional supervision related to the training;
3. Limit the OJT contract period of time for a trainee to become proficient in the occupation for which the training is being provided. In determining the length of the training, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the trainee, the prior work experience of the trainee, and the individual employment plan.

Training

1. The Employer agrees to employ the Trainee and develop a training plan for the OJT Trainee that includes competencies needed to be satisfactorily skilled in the OJT position.
2. Training plans for Trainee(s) will be signed by the Employer and the One-Stop and will become attached to and part of this contract before reimbursable costs can be incurred for each trainee.
3. The Trainee will be maintaining full-time employment, considered by the Area 7 Workforce Investment Board to be no less than 32 hours per week.

Fiscal

1. Employer may invoice the OhioMeansJobs Center midway through training and at the end of training in an amount not to exceed 50% wage reimbursement for Employer's extraordinary costs of providing training to the Trainee.
2. Employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT _____ contract and that such records are subject to review,

monitoring, and audit by the One-Stop System, the Area 7 Workforce Development Board, and the State and/or the federal government, at any time and without prior notice to the employer.

3. Employer shall provide adequate insurance coverage to protect against legal liability arising out of OJT activity.
4. Employer shall preserve all Trainee payroll records, fringe benefits, and personnel records for at least three (3) years after reimbursement is made for the cost of training.

Employer Assurances

1. Employer shall provide Worker's Compensation coverage for the OJT.
2. Employer certifies that the company is financially solvent on the date of this contract, and the Employer's best projection is that they will remain financially able to meet contract obligations at the end of the training period, including OJT Trainee's retention.
3. Employer agrees that wage and labor standards will be adhered to and to pay the OJT Trainee at the same rates, including increases and benefits, as trainees or employees who are situated in similar jobs. Such rates shall be in accordance with applicable law, except when less than the normal rate is specifically allowed by section 6(a)(1) of the Fair Labor Standards Act of 1938 or the applicable state or local minimum wage law per WIOA sect. 181(a)(1)(A).
4. Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws and ordinances (including but not limited to anti-discrimination, labor and employment laws, environmental laws or health and safety laws) per 29 CFR 37.38(b).
5. Employer certifies that the OJT will not impair existing agreements for services or collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of an OJT, or it has no collective bargaining agreement with a labor organization that covers the OJT position.
6. Employer assures that they have not been debarred or suspended in regard to federal funding pursuant to 29 CFR Part 98.
7. Employer further assures that OJT funds will not be used to assist, promote or deter union organizing per 20 CFR 663.730.
8. Employer certifies that no member of the OJT Trainee's immediate family is engaged in an administrative capacity for the Employer, or will directly supervise the OJT Trainee. For the purpose of this contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the OJT Trainee's spouse per 20 CFR 667.200(g).
9. Employer assures that the OJT Trainee(s) will not be employed to carry out the construction, operation, or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship per 29 CFR 37.6(F).
10. Employer assures that the OJT Trainee has not been hired into or will remain working in any position when any other person is on layoff from the same or a substantially equivalent job within the same organizational unit or has been bumped and has recall rights to that position, nor if the OJT is created in a promotional line that infringes on opportunities of current employees 20 CFR 667.270

Additional Terms

The OJT Agreement is subject to modification or termination due to actions taken by the Federal, State, or Local governments that result in a frustration of contract purpose. Such actions include, but are not limited to, withdrawal of WIOA funding by the United States Congress.

Section 3: Authorized Signatures

Employer	Collective Bargaining Unit	OhioMeansJobs Center
_____ Signature	_____ Signature	_____ Signature
_____ Typed/Printed Name	_____ Typed/Printed Name	_____ Typed/Printed Name
_____ Title	_____ Title	_____ Title
_____ Date	_____ Date	_____ Date



OJT Trainee Plan

Employer: _____ Training Period: ____ / ____ to ____ / ____ / ____

Trainee's Name: _____ Wage Per Hour: _____

Trainee Phone #: _____ Pay Periods: Weekly Bi-Weekly

Trainee's Supervisor: _____ Hrs/Week: _____

Date Hired: _____ Notes: _____

Trainee Job Title: _____ 0-Net Code: _____

SKILLS TO BE LEARNED	Starting Capability	Ending Capability

Funding for training is authorized when OJT Training Outlines are signed below by the Employer, the Collective Bargaining Unit when applicable, and the Trainee.

Employer	One-Stop	Trainee	Organized Labor Unit
Signature _____	Signature _____	Signature _____	Signature _____
Typed/Printed Name _____	Typed/Printed Name _____	Typed/Printed Name _____	Typed/Printed Name _____
Title _____	Title _____	Title _____	Title _____
Date _____	Date _____	Date _____	Date _____