



**Huron County Department of Job & Family Services
Local Workforce Agency
On-the-Job Training Agreement**

This On-the-Job Training (OJT) Agreement is between

_____, hereinafter referred to as the Employer, and
 _____, hereinafter referred to as the Local Workforce
 Huron County Department of Job & Family Services Agency.

Funding is made available to assist businesses in training and retaining a skilled, productive workforce.

This agreement is effective on _____ and shall remain in effect through_____, or until all Training Plans initiated under this Agreement are completed, whichever is later.

The Employer will be paid a percentage of each Trainee’s regular wages as specified in the individual’s training plan during the Training Period. The Local Workforce Agency must approve all Trainees and Training Plans prior to the beginning of the Training Period. Payments may be requested monthly or each pay period. Payments must be requested within 14 calendar days after the end of the Training, using the OJT Invoice Form specified by the Local Workforce Area. Late invoice submission may void payment rights. OJT Requirements, the OJT Employer Information Form, and any Training Plans are included in this Agreement by reference. This Agreement may be modified, in writing, at any time and must be mutually agreed upon by both parties. Material deviations from this Agreement, Training Plans, or OJT Requirements may void the right to reimbursement or require repayment by the Employer of funds previously received from the Local Workforce Agency.

The Employer and Local Workforce Agency agree to all the terms in this OJT Agreement by signing below:

Employer:	Local Workforce Agency: Huron County Department of Job & Family Services
Authorized Signature and Date	Authorized Signature and Date
Print Name and Title	Print Name and Title
Staffing Agency if any:	Reviewed By:
Authorized Signature and Date	Signature and Date
Print Name and Title	Print Name and Title

**Huron County Department of Job & Family Services
Local Workforce Agency
On-the-Job Training Employer Information Form**

Please note that all questions marked with an asterisk are mandatory according to regulations.

*1. Employer Name, Address, and Contact Information (a business card may be attached):

Firm Name: _____
FEIN: _____
Address: _____
Contact Name: _____

* 2. Under what other names, if any, do you do business? Please list names and locations below:

* 3. How long have you been in this area? _____ years

* 4. Is the business being sold, closed, relocated, or merging with another company? Yes No

* 5. What is your chief product or service?

What is your NAICS code? _____

If not known, search for NAICS codes at <http://www.census.gov/cgi-bin/epcd/srchnaics02defs>.

*6. How many employees do you have? Part time _____ Full time _____

7. How many new hires do you anticipate making in the next two (2) years? _____

What job titles or job descriptions will need to be filled? (Attach job descriptions, if available.)

*8. Do you use a staffing agency? Yes No

If so, which one?

Please describe the relationship

*9. Who will receive the OJT payments? (Include a name, address, and contact information.)

*10. Are jobs expected to last a year or more in the normal course of business? Yes No

*11. Do you have sufficient equipment, materials, and supervisory time and expertise to provide necessary training? Yes No

12. What licenses or entry certifications do your workers need? (An attached job description may suffice.)

*13. Is the pay of any job based upon commissions, tips, piecework, or incentives? Yes No
Is there a base wage that commissions, tips, piecework, or incentives are added to? Yes No
If yes to either of the above, what entry earnings may be expected? \$_____

*14. What fringe benefits are provided to regular employees and when are they made available?

*15. Do you have a payroll system that records all paychecks and amounts? Yes No
Can you verify wage payments quickly onsite? Yes No
If no to either, how will wages be verified for OJT payments?

*16. What is your Workers' Compensation carrier (or equivalent system)?

Carrier number: _____ Will OJT trainees be covered? Yes No

*17. Are any of the jobs considered for an OJT to be filled by "independent contractors" or individuals not employed by your firm during the entire training period? Yes No

*18. Are any of these jobs covered by a collective bargaining agreement? Yes No
If yes, obtain and attach a "concurrence letter" from the union(s).

19. What are your turnover patterns and causes?

Could we do anything to help lower your turnover? If yes, please describe:

*20. How many employees, if any, are currently on layoff, and what are their job classifications?

*21. Are there any outstanding wage and hour; health and safety; or discrimination complaints or adverse decisions on your firm? Yes No If yes, within how many years? _____

*22. Has your company relocated from another labor market in the U.S. within the last 120 days, leaving any workers behind? Yes No

If yes:

a. Please list facility locations where you are seeking or receiving WIA or Trade assistance for job losses.

b. Please list facility locations where you have filed WARN notices in the past six (6) months.

c. Please provide the date that production of goods or services began at the new location:

*23. Over the last two (2) years, what percentage of previous OJT trainees have completed training and been retained by your firm?

d. Number of trained employees retained: _____

e. Number of OJTs: _____

f. Divide line a by line b: _____%

g. If the retention rate is not acceptable, what improvements are planned?

h. Please explain any exceptions

Employer:	Local Workforce Agency: Huron County Department of Job & Family Services
Authorized Signature and Date:	Authorized Signature and Date:
Print Name and Title	Print Name and Title
Staffing Agency (if applicable):	Reviewed by:
Authorized Signature and Date:	Authorized Signature and Date:
Print Name and Title:	Print Name and Title:
ODJFS Customer Service Representative/Date	

I certify that the above information is, to the best of my knowledge, true and correct.

Signature Page

Funding for training is authorized when OJT Training Plans are signed below by the Employer, the Local Workforce Agency, the trainee, the Union (if applicable), and the ODJFS Trade Program (if applicable). All On-the-Job Training Agreement terms, conditions, and OJT Requirements, plus the Training Plan Instructions, apply to this Training Plan.

Employer:	Local Workforce Agency: Huron County Department of Job & Family Services
Authorized Signature and Date	Authorized Signature and Date
Print Name and Title	Print Name and Title
Staffing Agency, if any:	Trainee:
Authorized Signature and Date	Trainee Signature and Date
Print Name and Title	
Union (if any):	
Authorized Signature and Date	ODJFS Customer Service Representative / Date <i>(if applicable)</i>
Print Name and Title	ODJFS Trade Central Office – Signature / Date <i>(if applicable)</i>



**Huron County Department of Job & Family Services
Local Workforce Agency
On-the- Job Training Requirements**

HIRING

- The employer understands that training provided under this agreement will be for positions providing the opportunity for continued employment.
- The employer assures that trainees under this agreement will not displace any currently employed workers (including partial displacement such as reduction in hours, denial of promotional opportunities, wages, or employment benefits).
- The employer agrees that no trainee can be employed or job opening filled when: (a) any other individual is on lay-off from the same or substantially equivalent job, or (b) the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by hiring a trainee whose wages are subsidized under this agreement.
- As this agreement is subject to provisions providing for separation of church and state, trainees may not be employed for or engaged in the construction, operation, or maintenance of any facility used for religious instruction or worship.
- The employer understands that no immediate family member of the business owner or the trainee's direct supervisor may be hired under this agreement. Family members include: wife, husband, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepparent or stepchild, or significant other.
- The employer will comply with Title VII of the Civil Rights Act of 1964 (42 USC 200d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment, or (2) discriminatory employment practices will result in unequal treatment of trainees who are or should be benefiting from the grant-aided activity.
- The employer will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the grounds of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, or be otherwise subjected to discrimination under any program or activity for which the trainee receives Federal financial assistance and will immediately take any measures necessary to execute this agreement.

TRAINING

- Based on job complexity and trainee's prior related work and education, the maximum duration of covered training shall be as specified in each OJT Training Plan.
- The employer agrees to furnish all instructional materials, equipment, supplies, and services necessary to conduct the training described in the agreement, except as otherwise agreed in writing.
- The employer agrees to provide on-the-job training in a practical sequence and will include instruction and experiences as outlined in the OJT agreement.

- Payments made under this agreement are made to offset the extraordinary costs of training new employees (e.g. extra supervisory efforts, non-productive time, materials waste, and other incidentals).

EMPLOYER RESPONSIBILITIES

- The employer agrees to maintain appropriate standards for health and safety in work and training situations.
- The employer agrees to provide workers' compensation insurance for all trainees.
- To the extent that unforeseen circumstances allow, continued employment of the trainee upon completion of the training period is expected.
- Where employers do not have an established employee grievance procedure, they agree to abide by the procedure provided by the Local Workforce Agency and/or the Ohio Department of Job & Family Services (ODJFS) Trade Central office.
- The employer understands that individuals in on-the-job training shall be compensated at the same rates, including periodic increases, as all similarly employed workers or trainees with the same employer, and in accordance with applicable laws. (In no event shall the rate of pay be less than the higher of the applicable State or Federal Minimum Wage).
- Trainees must receive the same benefits and have the same working conditions as similarly situated employees.
- The employer assures that no funds under this agreement will be used to assist, promote, or deter union organizing.
- The employer will give the Local Workforce Agency, ODJFS, or authorized representative, the access to and the right to examine all records, books, papers, or documents related to this agreement and will maintain said records, books, papers, or documents for a period of three years from the date of termination of this agreement.
- The employer agrees to participate in any follow-up efforts conducted by the Local Workforce Agency, ODJFS, or its representatives to evaluate program effectiveness.
- The employer affirms that the employer, its principals, affiliated groups, or persons with a controlling interest in the employer's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.

PAYMENT TERMS

- Payments to the employer by the Local Workforce Agency or ODJFS shall not, under any circumstances, exceed the agreed upon percentage of regular "straight time" wages paid to the trainee during the training period.
- Requests for reimbursement shall be submitted to the Local Workforce Agency or ODJFS by the employer according to the terms specified in the OJT Agreement. Incomplete or unsigned requests cannot be processed and will be returned for correction and re-submission or additional information as appropriate. Requests should be mailed or delivered to:

Huron County Dept. of Job & Family Services

Attn: Fiscal Department

185 Shady Lane Dr.

Norwalk, OH 44857

If funded by the ODJFS Trade Program

ODJFS Trade Fiscal Unit

4020 E. 5th Ave., Columbus, OH 43219

- Reimbursement requests for hours worked under the OJT Agreement will be honored by the Local Workforce Agency or ODJFS as long as such requests are received within the timeframe specified in the OJT Agreement. Requests received after the cut-off may not be honored for payment.
- Trainees are to be paid by the employer on the basis of a standard workweek. A standard work week is defined as the given number of hours worked each week by most employees of the employer in the occupational area in which training is being conducted. ***Overtime premium will not be reimbursable; however, the Local Workforce Agency or ODJFS may pay for straight hours worked, which will reduce the contract balance proportionately.***
- The Local Workforce Area and ODJFS encourage periodic pay increases, based on employer policy of such, during the duration of the agreement. Written notice by the employer of pay increases will allow the Local Workforce Area and ODJFS to reimburse at the higher hourly wage, which will reduce the contract monetary balance proportionately. The OJT will be considered as completed when the end date arrives or the dollars have been utilized, whichever comes sooner.
- Training payment may not be based and will not be made during periods of time in which no training has occurred such as: illness, holidays, plant downtime or other similar events.
- In the event that the Local Workforce Agency, ODJFS, and/or its representatives determine that any funds were paid under this agreement that are not in compliance with Local, State, Federal Law, the employer will be liable for repayment of such funds. Such repayment shall occur within 30 days of the employer's receipt of written notification of the need to make repayment.

ASSURANCES

- The employer understands that no on-the-job training activity may be undertaken without the written concurrence of the labor organization and employer concerned.
- Subject to written notice to the employer, the Local Workforce Agency or ODJFS may terminate the contract agreement at its discretion. In the event of termination, the Local Workforce Agency or ODJFS will pay any reimbursement due to the employer up to and including the effective date of termination.
- The employer agrees to hold the Local Workforce Agency and ODJFS harmless from any and all liabilities of claims caused by or resulting from the employer's obligation or activities in furtherance of the work herein described and further agrees to repay any funds improperly spent due to misfeasance, malfeasance or nonfeasance by the employer.
- The employer may not relocate within the United States in order to take advantage of on-the-job training. If relocation of the company or part thereof has resulted in the loss of employment for any employee from one United States labor market to another, no OJT may be awarded for a minimum of 120 days after the commencement of business operations at the new or expanded location.

WIA Disputes

Any disputes concerning a question of fact arising under the OJT Agreement shall be decided by the Local workforce Agency Complaint Officer and procedure, in the form of a written decision, and shall be final and conclusive. The procedures are as follows:

The employer will be notified by mail not more than ten (10) days after the reimbursement request date against which a disallowance or other dispute occurs. Not less than ten (10) nor more than thirty (30) days following a reimbursement request date, upon which a notification has been submitted, a meeting with the employer will be held. At that meeting, all grievances must be discussed if they are to be considered.

Following the meeting with the employer, notification in writing by the Local Workforce Agency specifying the determination of the dispute, shall be sent to the employer.

I understand that the provisions of this OJT Requirements Document shall apply to all hiring and employment of subsidized employees, for the purpose of conducting on-the-job training, from the date of my signature below until (date).

Employer:	Local Workforce Agency: Huron County Department of Job & Family Services
Authorized Signature _____ Date _____	Authorized Signature _____ Date _____
Print Name and Title _____	Print Name and Title _____
Staffing Agency, if any:	Reviewed By:
Authorized Signature _____ Date _____	Authorized Signature _____ Date _____
Print Name and Title _____	Print Name and Title _____
ODJFS Customer Service Representative _____ Date _____ <i>(If applicable)</i>	ODJFS Trade Central Office _____ Date _____ <i>(If applicable)</i>