



OhioMeansJobs, \_\_\_\_\_ County
On the Job Training (OJT) Agreement



This On-the-Job Training (OJT) agreement is between \_\_\_\_\_ (Employer) and OhioMeansJobs, \_\_\_\_\_ County. 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 \_\_\_\_\_. Based on the attached training outline, it is estimated that \_\_\_\_\_ hours are needed at an hourly rate of \$\_\_\_\_\_, this agreement is for approximately \$\_\_\_\_\_. If the trainee's rate of pay is increased, the total will increase, however, the hours are fixed.

The Employer will be paid up to 50% of each Trainee's gross earnings during the Training Period not to exceed \$8,000 and 13 week per OJT contract. The trainee must receive an OJT wage of at least the current minimum adult wage performance standard at time of contract signing. Payments will be made to the employer in 2 installments: one half of the payment will be made when training is completed if the Trainee is still employed and is still expected to work at least thirty two hours each week and the second half of the payment will be made at the end of the three month retention period. OhioMeansJobs, \_\_\_\_\_ County must approve all Trainees and the Outlines prior to the beginning of the training period.

Payments may be requested on the day training is completed and when the retention period is completed. Payments must be requested within thirty (30) calendar days after the end of the training and/or retention period, using the OJT Invoice form. Late invoice submission may void payment rights. If the trainee is not employed at either payment point, partial payment is NOT made. Payment is conditional upon trainee employment at payment point(s). OhioMeansJobs, \_\_\_\_\_ County staff may assist in preparing invoices.

OJT rules are included in this agreement and are included by reference. The OJT Checklist and Training Outlines are also included in this agreement by reference. This agreement may be modified, in writing, at any time. Material deviations from this agreement, Training Outlines or OJT rules may void the right to reimbursement or require repayment by the Employer of funds previously received from OhioMeansJobs, \_\_\_\_\_ County

The Employer and OhioMeansJobs, \_\_\_\_\_ County agree to all terms in this OJT agreement by signing below.

FOR THE EMPLOYER:

FOR: OhioMeansJobs, \_\_\_\_\_ County

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature Date

Authorized Signature Date

Printed Name and Title

Printed Name and Title

Contact Person and E-mail Address

Contact Person and E-mail Address

Phone # \_\_\_\_\_

Phone # \_\_\_\_\_

## **On-the-Job-Training (OJT) Rules –Attachment A**

### KEY PAYMENT DEFINITIONS

Training Completion: Training is complete when the Training Period is over and a training “Ending Capability” score of at least 80% has been achieved or exceeded, plus a gain of at least four points. OhioMeansJobs County staff will help with training design and scoring.

Training Gross Pay: These are the amounts earned by the Trainee for work performed during the training period. Pay does not include fringe benefits which are not included in the pay check. Reimbursement is only for worked hours (not vacation/holiday/personal/sick) at the regular rate (overtime may be earned, but reimbursement is at the regular hourly rate).

Retention Period: Retention occurs ninety (90) days after training completion, if the Trainee is still working at least thirty (32) hours per week. Gaps in employment of fourteen (14) days or more during the Retention Period shall extend the retention time by the same number of days as the gap. However, gaps of ninety (90) days or more shall void the right to the retention payment.

Contact your OhioMeansJobs, County representative if a Trainee issue arises. We have trained professionals available who can provide counselling, training and/or supportive services to aid in the situation. Please do NOT wait till the trainee quits or gets fired. However, if unavoidable, we will work with you to find a qualified replacement and prevent a reoccurrence.

### APPLICABLE LAWS AND RULES

1. The Employer shall comply with all applicable Federal, State, and local laws, rules and regulations, which deal with or relate to employment, including but not limited to the Fair Labor Standards Act, as amended.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or his or her status as a Trainee.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of the local OhioMeansJobs County will be utilized. The Employer shall inform Trainee(s) of the grievance procedure to be followed.
7. The Employer shall notify the local OhioMeansJobs County in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.

### TRAINEES

1. Only those persons certified as eligible by the local OhioMeansJobs County will be trained under this OJT agreement.
2. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
3. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
4. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.

### TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Outline.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees.
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees similarly employed.

### RECORDS

1. The Employer shall maintain, preserve and make available records to support OJT payments until five (5) years after final payment under this OJT agreement. If any litigation, audit or claim has been initiated, the records will be maintained until a final determination has been made.
2. The Employer agrees that authorized representatives of the local OhioMeansJobs County shall be given reasonable access to facilities and records.
3. The Employer will report OJT hires and terminations to the local OhioMeansJobs County.

### CONTRACT TERMINATION

The performance of work under this contract may be terminated by the local OhioMeansJobs County or the Employer for good cause or convenience.

# ON-THE-JOB Training Outline- Attachment B

OJT # \_\_\_\_\_  
 Training Outline # \_\_\_\_\_

Employer: \_\_\_\_\_ Training Period: \_\_\_\_\_ to \_\_\_\_\_  
 Trainee's Name: \_\_\_\_\_ Wage per hour: \_\_\_\_\_  
 Trainee's Supervisor: \_\_\_\_\_ Hrs./week: \_\_\_\_\_  
 Anticipated Date of Mid-point review: \_\_\_\_\_ Pay Frequency: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ Date Hired: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

Trainee Job Title: \_\_\_\_\_ O-net Code: \_\_\_\_\_

<b>SKILLS TO BE LEARNED and HOURS ESTIMATED:</b> A minimum of 3 skills must be identified. 0-10 is the scale. 0=no experience; 10=skill mastered	<b>Starting Capability Date:</b>	<b>Mid- Point Review Date:</b>	<b>Completion Capability Date:</b>
1			
2			
3			
4			
5			

Funding for training is authorized when OJT Training Outlines are signed below by the Employer, the local OhioMeansJobs County and the Trainee. All OJT agreement terms and conditions, plus the Training Outline Instructions, apply to this Training Outline.

**Approved by the  
Employer:**

**OhioMeansJobs, \_\_\_\_ County**

**Trainee:**

\_\_\_\_\_  
 Authorized Signature      Date

\_\_\_\_\_  
 Authorized Signature      Date

\_\_\_\_\_  
 Signature      Date

\_\_\_\_\_  
 Name      Title

\_\_\_\_\_  
 Name      Title

\_\_\_\_\_  
 Name      Title

## TRAINING OUTLINE INSTRUCTIONS - Attachment C

Training Outlines are used to outline the specific skill requirements for an employer-based training program. They are also used as an assessment tool to document which skills the Trainee lacks at the start of training and measure skill attainment during the course of training.

**SKILL REQUIREMENTS:** List the skills needed to perform the job to the standards specified by the Employer. Skills should be stated as specifically and briefly as possible, identifying the skill to be learned. A minimum of three (3) skills will be listed WITH the anticipated hours of training needed per skill.

**TRAINEE'S CAPABILITY:** Used to assess the Trainee's skill level throughout the period and to document skill deficiencies which will be addressed through training. Record the date of each assessment. The scores are based upon an interview with the Trainee's Supervisor or by utilizing another skill assessment method used by the Employer.

**SCALING:** A scale of 0-10 is used. 0 denotes a new skill with no ability to be learnt. 10 is mastery of a skill. Training is complete when the Training Period is over and a training "Ending Capability" score of at least 80% has been achieved or exceeded, plus a gain of at least four points.

### TRAINING LENGTH:

a. The local OhioMeansJobs County representative, working with the Employer, determines the job title for the position to be trained for, referencing the Occupational Network (O-Net).

b. From O-Net, SVP parameters are obtained. It is within these parameters that the length of training is set.

c. The local OhioMeansJobs County representative shall consider the training of each participant based on the job duties and starting aptitude of the trainee.

d. An OJT must be limited to the period of time required for a participant to become proficient in the occupation for which training is being provided. In determining the appropriate length of the contract, consideration must be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employment plan.

e. No OJT will be written with a Training Period of less than four weeks or more than 13 weeks. Exceptions may be made on a case by case basis.

OJT # \_\_\_\_\_

**OhioMeansJobs, \_\_\_\_\_ County**

**OJT INVOICE - Attachment D**

Employer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Trainee's Name: \_\_\_\_\_

Training Period:      Begin Date \_\_\_\_\_ End Date \_\_\_\_\_

Hours of Agreement: \_\_\_\_\_ Straight Pay for the Hours: \_\_\_\_\_

**Training Payment:**

Payment is requested of \$ \_\_\_\_\_ for completion of **Training Period**  
(one half of the straight pay(gross wages less vacation/holiday/sick/personal and add'l for any overtime) amount shown above)

**Retention Period:**

Payment is requested of \$ \_\_\_\_\_ for completion of the **Retention Period**  
(one half of the straight time amount shown above. Same as first payment)

I certify that \_\_\_\_\_ (Trainee name) has completed Training and/or Retention, is still employed, is expected to work at least thirty two (32) hours each week, and has been paid wages owed. List any gaps in employment during the retention period: (days). If the gap exceeds fourteen (14) days, the retention period has been extended for an equal number of days.

Employer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Gross wages have been verified by the local OhioMeansJobs County by viewing (check the appropriate box):

Time Sheets \_\_\_\_\_ Payroll records \_\_\_\_\_ Paycheck stubs \_\_\_\_\_ Other (list): \_\_\_\_\_

OhioMeansJobs Representative

OhioMeansJobs, \_\_\_\_\_ County Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

OJT # \_\_\_\_\_

## Information Checklist - Attachment E

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

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2. How long have you been in business in the area?

\_\_\_\_\_

Is the business being sold or merging with another company? Yes/No

3. What is your chief product or service? \_\_\_\_\_

4. How many full-time employees do you have? \_\_\_\_\_

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

\_\_\_\_\_

What job titles/job descriptions will need to be filled? (attach job descriptions if available)

5. Do you use a "temporary" or staffing agency? Yes/ No \_\_\_\_\_ If so, which one? \_\_\_\_\_

Will all jobs transition to regular employment prior to the end of the OJT training period? Yes/ No

6. What are your turnover patterns and causes and could we do anything to help lower turnover?

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7. What skills will your current workers and new hires acquire to be fully productive over the next few years?

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8. Are jobs expected to last a year or more in the normal course of business? Yes /No \_\_\_\_\_

9. Which fringe benefits are provided to regular employees?

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When are these benefits made available? \_\_\_\_\_

10. Do any jobs pay based upon commissions, tips, piece work or incentives? Yes/No \_\_\_\_\_

If so, what entry earnings may be expected for each job?

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

12. How many hours per week are Trainees expected to work? \_\_\_\_\_

What are the expected shift times and days? \_\_\_\_\_

13. What licenses or entry qualifications to your workers need? (an attached job description may suffice) \_\_\_\_\_

Assurances and Compliance Items

14. Are any employees on layoff currently? Yes/No \_\_\_\_\_  
 If so, an OJT may not be written for the same or similar jobs.
15. Are any of these jobs covered by a collective bargaining agreement? Yes/No \_\_\_\_\_  
 If so, obtain and attach a “concurrence letter” from the union(s).
16. Do you have a payroll system which records all paychecks and amounts? Yes/No \_\_\_\_\_  
 Can OhioMeansJobs verify wage payments quickly onsite? Yes/No \_\_\_\_\_
17. Who is your Worker’s Compensation carrier (or an equivalent system)? \_\_\_\_\_  
 Are all employees covered? Yes/No \_\_\_\_\_
18. Are there any outstanding wage and hour, health and safety, or discrimination complaints or adverse decisions? Yes/No \_\_\_\_\_
19. Has your company relocated from another area in the U.S. within the last 120 days, leaving any workers behind? Yes/No \_\_\_\_\_  
 If yes, OJT’s may not be written.
20. What % of previous local OhioMeansJobs Trainees, over the last two (2) years, have completed training and been retained by your firm? \_\_\_\_\_# retained; \_\_\_\_\_% retained. If the retention % is below 75%, what improvements are planned?
21. Are any of the jobs considered for an OJT “independent contractors” or not employed by your firm or a staffing agency during the entire training period? Yes/No \_\_\_\_\_

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

FOR THE EMPLOYER:	FOR OhioMeansJobs, _____ County
Signature: _____	Signature: _____
Date: _____	Date: _____
Name: _____	Name: _____
Title: _____	Title: _____

OJT # \_\_\_\_\_

**OJT – MODIFICATION - Attachment F**

This modification is effective on \_\_\_\_\_ and changes the terms of the above numbered OJT agreement as follows:

The Training Period is extended to: \_\_\_\_\_ Because of the reason listed below

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The original Training Outline is changed, and the revised outline is attached;

A new, additional Training Outline has been adopted adding additional skills to be learned for an upgraded position. The new Training Outline is attached;

Other terms and conditions have been changed as follows:

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Agreed to by signing below

**Approved by the Employer:**

**Approved by OhioMeansJobs, \_\_\_\_\_ County**

Authorized Signature:

Authorized Signature:

Printed Name:

Printed Name:

Title:

Title:

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OJT # \_\_\_\_\_  
Training Outline # \_\_\_\_\_

**OJT SUPPLEMENTAL TRAINING AGREEMENT - Attachment G**

The Employer, OhioMeansJobs and the Trainee agree to the following supplemental training described below:

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Supplementary Training Times, Place and Dates

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Supplementary Training Costs to Be Paid By the Employer

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Paid by OhioMeansJobs

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Paid by the Trainee:

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By signing below, the Trainee agrees to participate in and make progress in the supplemental training, the Employer agrees to reasonably facilitate and support training completion and OhioMeansJobs agrees to facilitate and support training:

**For the Employer:**

**For OMJ, \_\_\_\_\_ County: For the Trainee:**

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Signature                                      Date

\_\_\_\_\_  
Name    Title

\_\_\_\_\_  
Name    Title

\_\_\_\_\_  
Name    Title