

CWP Policy/Procedure – Replaces All Other OJT Manuals

Topic: OJT Manual, Policy & Forms

Number: 05-03 Updated 8/1/06

Effective Date: 2/1/04

Applies to: CWP Service Providers

Approved by: CWP Chief Operating Officer

Other Policy references:



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Overview

On-the-Job Training (OJT) is a traditional workforce development activity to encourage employers to train new, unskilled employees. It is generally understood that a new employee goes through a learning curve, some more severe than others. During this time, the employer may incur “extraordinary” or excessive costs in training unskilled new employees, so that they can attain a level of self-sufficiency and competence on the job. Often employers will reject a candidate who may possess the aptitude to learn a job, but not the experience in the job, due to these extraordinary costs. OJT provides an incentive to the employer to consider a motivated candidate who needs extra training in order to be productive.

Objective

Through the effective use of OJT, eligible Workforce Investment Act or TANF Jobs First (JFES) customers can be placed in employment opportunities that provide occupational skills training, and the opportunity to earn a sustainable income. Additionally, the employer is able to off-set the cost of bringing the new employee up to speed by getting reimbursed for approximately 50 percent of the cost of the employee’s salary during the first few months of employment.

About this Manual

This OJT Manual was prepared by Capital Workforce Partners (CWP) primarily for use by all Case Management Providers within the North Central Region and its policies and forms should be used to place eligible Workforce Investment Act Adult and Dislocated Workers or TANF JFES customers in OJT positions.

This Manual is also designed for use as a *training tool* for entry-level staff and serves as a technical guide to those who are experienced. Due to varying job titles and terminology used by Providers, generic terms and phrases will be used whenever possible.



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Acronyms

AEC-Average Earnings Change (in six months)

CWP- Capital Workforce Partners

ECR-Employment and Credential Rate

EER-Entered Employment Rate

ERR-Employment Retention Rate(at six months)

IEP-Individual Employment Plan (Adults and Dislocated Workers)

JFES – Jobs First Employment Program

ONET – Occupational Information Network

OJT-On the Job Training

SOC Standard Occupational Code – can be referenced on O*Net

SP- Service Provider

SVP-Specific Vocational Preparation - can be referenced on O*Net

TANF –Temporary Assistance to Needy Families

WIA-Workforce Investment Act

WtW- Welfare to Work

Section I

The following summary is provided to enable staff to have a broader understanding of OJT activities. Many of the questions listed can be addressed during Case Management and development of the customer's Individual Employment Plan (IEP). Prior to the writing of an OJT Agreement, Service Providers must evaluate the overall eligibility and suitability of the WIA or TANF customer for OJT.



For example, the following questions should be asked of the customer.

Does the customer have _____?

1. A realistic goal to obtain regular and long term employment.
2. An interest in the occupation.
3. The basic skills necessary to begin OJT in a specific occupation.
4. Any barriers to employment that may interfere with successful completion of an OJT (e.g. transportation, child care, health)
5. The necessary workplace knowledge including, but not limited to:
 - a. Attendance and punctuality
 - b. Acceptable dress and grooming
 - c. Performance of job duties
 - d. Dealing with co-workers/conflict resolution
 - e. Acceptance of responsibility, and
 - f. A positive attitude toward obtaining regular full-time and long-term employment.

When determining if an occupation is eligible for OJT, consideration should be given to the following:

1. That there is no over supply of workers in the occupation.
2. That the occupation is a demand occupation identified by CTDOL and CWP.
3. That the occupation provides for career advancement potential.
4. That the occupation provides for at least 30 hours employment per week.
5. That the total length of the OJT for the occupation is 40 hours or more that results in a regular full-time job.
6. For an employed worker, that the occupation will result in increased earnings and additional skills to the customer.
7. That the occupation does not involve training in political or religious activities.

Prior to or concurrent with an employer's commitment to hire, the OJT agreement will be negotiated with and executed by, the employer and Service Provider. The terms of the agreement include the duration of the training, wage, and provision that the customer will be retained as a regular full-time employee upon completion of the OJT. After initial contact with the employer, the OJT Checklist must be completed to determine the Occupation and Employer Eligibility.

It is the responsibility of the of Service Provider staff to document and ensure that an appropriate and complete assessment (IEP) is prepared for every customer entering an OJT and that the Occupation/Employer is eligible for OJT.



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Section II

The following definitions and procedures are applicable to OJT training activities and must be applied when developing and contracting with employers.

Provider Representative

A staff member, regardless of title, who is authorized to enter into and contract on behalf of the Service Provider,

On-the-Job Training (OJT)

Training by an employer in the public, private non-profit or private sector that is given to a WIA eligible participant who, **after objective assessment, and in accordance with the IEP**, has been referred to and hired by the employer **following or concurrent with** development of an OJT agreement with the employer to provide occupational training in exchange for reimbursement of a portion of the employer's extraordinary costs of training. OJT usually occurs while the customer is engaged in productive work. The employer provides the knowledge and skills necessary for the trainee to satisfactorily perform the functions and duties of the job in which training is provided.

Cost of OJT Training

Employers may be reimbursed up to 50 percent of the wage rate of an OJT participant for the extraordinary costs of providing the training and additional supervision related to the OJT. The primary wage cannot be in the form of commission.

Duration of Training

CWP defines Duration of Training as the number of hours required by a typical worker to learn the techniques, acquire the information, and develop the ability needed for average performance in a specific job-worker situation. The duration must be indicated on the Training Outline and include an evaluation of the Specific Vocational Preparation (SVP) level and documentation on how the training length was determined. Any adjustments to the length of training should be based on the customer's existing occupational skills and previous employment history. Appropriate adjustments must be made in the total hours of the OJT. The minimum number of hours for a total OJT Agreement is 40 hours. The minimum number of weekly hours for OJT training is 20 hours per week.

Note: Service Providers are advised that an OJT of 30 hours per week that results in a placement for the same weekly hours will affect the customers increased earning performance standard.



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OJT Training Outline (See Training Outline form)

A Formal Program or Structured Job-Training that:

- a. Will provide specific occupational skills not currently possessed by the customer, and
- b. Will be limited to a period not in excess of that required for the participant to acquire the skills needed for the OJT position.

OJT Agreements for Employed Customers

An OJT agreement may be entered into with the customer’s current employer providing the training outline clearly indicates that the occupational skills to be acquired are an upgrade to the existing skills of the customer and an increased Average Earnings Change (AEC) will occur upon successful completion.

An OJT Agreement may be written for an employed customer when:

- 1. The customer is not earning a self-sufficient wage;
- 2. All other requirements described in these procedures are met; **and**,
- 3. The OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purpose identified by CWP.

Specific Vocational Preparations (SVP’s)

The time during which a customer is engaged in productive work that provides the knowledge and skills essential to the full and adequate performance of the job. SVP’s are also found on the O*Net site within specific occupation descriptions under the “Job Zone” tab. The website is <http://online.onetcenter.org>

Local SVP Maximum Training Duration Levels (Local Policy)

Level Maximum hours of Training

2	160 Hours
3	320 Hours
4	640 Hours
5	800 Hours
6	800 Hours (maximum)
7	800 Hours
8	800 Hours
9	800 Hours

NOTE: A maximum of 800 hours can be provided under this policy.



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Eligible OJT Participant

For WIA, a customer, who has received at least one Core Service, participated in Intensive Services and, through assessment, has been determined to qualify for OJT as documented on the IEP. For Jobs First (JFES), a customer for whom OJT is appropriate to meet the 30 hours of work activity. A customer will be considered a “participant” in OJT.

Eligible OJT Employer

An employer who:

- a. Provides an opportunity to OJT participants with occupational training that will continue with regular employment after the training is completed.
- b. Compensates OJT participants at the same rate (including periodic increases) as similarly situated employees.
- c. Complies with the Fair Labor Standards Act of 1938, State and local Labor Laws (as amended), and applicable to State minimum wage.
- d. Provides OJT participants the same benefits and working conditions as similarly situated employees.
- e. Has under his/her employ, a minimum of two employees prior to an OJT Agreement date. For the purpose of this section only, an employee may include the employer providing he/she is actively involved in the daily business affairs of the company and is performing the training. If the employer has three or more employees, a qualified individual may be assigned to do the training.
- f. Is not currently in a labor dispute with a labor organization.
- g. Will train eligible OJT participants in higher skill occupations (SVP of 2 or higher).
- h. Will agree to the General Provisions of an OJT Agreement.
- i. Is an employment agency that, as the employer of record under an OJT agreement, will provide at least 20 hours per week of continuous training employment leading to full time employment upon completion of the training.

Reimbursement for the extraordinary costs of training will be based on the actual wage paid to the OJT participant. There will be no reimbursement for the administration cost or employment fees. For the purpose of this section, the employment agency is the “Employer of Record.”

Prohibited Employers

An employer who:

- a. Under previous OJT agreements, has exhibited a pattern of failing to provide OJT participants continued long-term/regular employment, except for extenuating circumstances such as a



short-term layoff due to seasonal conditions, upgrading of equipment, or other reasonably acceptable reason. Those employers with such cause **are not considered** to have failed to provide long-term/regular employment. *NOTE: situations in which OJT participants quit, are terminated for cause, or are released due to unforeseeable changes in business conditions will not necessarily result in termination of an employer's eligibility.*

- b. Has hired a WIA or JFES customer **prior** to assessment.
- c. Has relocated within the last 120 days that resulted in lay-off of an existing employee or employees due to the relocation. The 120 days commences with the first day of operations at the new location.
- d. Is attempting to fill a position for which a currently employed worker is denied promotional opportunities or may be laid-off upon entering into an OJT agreement.
- e. Is a relative of the OJT participant.
- f. Is an Employment Agency that provides only temporary or intermittent employment.
- g. Who laid-off an OJT participant and subsequently recalled or rehired the individual.

Employer of Record

An employer of record is the entity paying the wage. For example, an employment agency can be the "Employer of Record" if the OJT participant's wage is paid by the employment agency.

Reimbursement to Employer (Extraordinary costs of training)

Reimbursement is based only on the actual time an OJT participant is in training. No reimbursement is authorized for over-time, holidays, illness, shift differential, contributions to a participant's retirement plan, or any time in which the training does not occur.

An OJT agreement with an employment agency as the employer of record requires reimbursement of the extraordinary cost of training based on the amount paid to the participant by the agency, exclusive of any administrative or employment fees.

Supportive Services and Classroom Training

1. Transportation - Gasoline/mileage and public transportation (Bus pass) may be provided to OJT participants while participating in OJT training and as follow-up services necessary to retain employment provided such support is not otherwise available through TANF.

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2. Classroom Training - participants enrolled in OJT are authorized to receive required supplies directly associated with OJT Classroom Training (e.g. books, transportation, and tuition).

Periodic Monitoring

CWP will monitor each contractor providing OJT at least once during the term of the contract. As a part of this review, a 50% sample of OJT contracts will be monitored to determine the following:

- a. Assure that the validity and propriety of amounts claimed for reimbursement are substantiated by payroll and time attendance records,
- b. Ensure that the training is being provided as specified in the agreement, and
- c. Make sure that all parties are adhering to the General Provisions.

Completing an OJT activity

Every OJT Agreement provides that the Employer makes a commitment of continued employment upon successful completion of the training. A participant successfully completed the OJT activity should be provided with regular full time employment of thirty hours (30) or more per week. For WIA customers, regular procedures for exiting a customer should apply once OJT has been completed and the customer is stable in employment.

Section III

Summary and Instructions (OJT Forms Completion)

The following forms are to be completed by the Service Provider Representative on all OJT activities. No OJT participant may start OJT **prior to the completion, signing and dating** of items one through four below.

1. On-the-Job Training Checklist
2. On-the-Job Training Outline/Plan
3. Request for Employer Tax Identification Number
4. On-the-Job Training Agreement
5. On-the-Job Training Provisions
6. Employer Rating and Reimbursement Invoice, Part I & II

On-the-Job Training. Checklist

In general, the On the Job Training Checklist is more appropriate for use in establishing an agreement for new employees being placed in OJT. When completing the checklist for employed workers, please answer as many questions as possible and place a N/A next to those questions that do not apply. Complete as much of Part I as possible prior to meeting with the employer.



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Parts II and III are to be completed at the employer's workplace. The following provides a guide to completing the checklist form:

Part I

1. Insert Customer's Full Name and Social Security Number.
2. SOC Title: Review the employer's job description and match it to the applicable title as listed in the SOC code table at the O*Net site, <http://online.onetcenter.org>
3. SOC Code: Insert the code as stated for the Occupational Title from O*Net.
4. Specific Vocational Preparation (SVP) Code: Insert the code as defined in the Dictionary of Occupational Titles or O*Net. The code is located at the end of each DOT description. The SVP can be also be found on the O*Net Job Description under the "Job Zone" tab.
5. Insert the Service Provider Agreement number.
6. Insert the exact name of the employer. If a corporation, indicate "Inc." and have all documents signed by an **authorized** officer or employee of the corporation
7. Insert the complete address of the employer.

Part II

8. Answer Questions 1 through 6 by checking "yes" or "no". Note: If any of the answers are "YES", the employer is not eligible until the question can be answered in the negative.

Part III

9. Answer Questions 1 through 6 by checking "yes" or "no". Note: If any of the answers are "NO", the employer is not eligible until the question can be answered in the affirmative. For example: Insurance policy information could be pending when completing this checklist and subsequently provided, thereby changing the response from "no" to "yes".

On-the-Job Training Outline/Plan

- 1 through 5. Complete by inserting the appropriate information.
6. Briefly describe each designated duty. List them in the order of difficulty, from easiest to most difficult. Clearly state the **major** work functions or responsibilities in the occupation (secretarial duties, building maintenance, customer service, cashiering etc.).
7. Specifically describe each task or work required of the occupation associated with a specific duty (e.g. types letters, adjusts brakes, repairs equipment, operates a certain type of machine etc.).
8. Estimate the percentage of time that the customer will be performing each duty.



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9. Describe how the employer/entity providing the training is going to perform the training (e.g. one-on-one demonstration, lecture, textbook, study material, and/or training workshops).
10. Describe how the employer/entity providing the training will measure/evaluate the employee's progress and successful completion of the training.
11. Indicate the total number of hours required to complete the training. Refer to the guidelines for total allowable training in this manual.

Review the duties and tasks to be performed and place an asterisk (*) next to those skills already possessed by the trainee. Reduce the total hours of training by the time required for skills already possessed and place the result total on this line.

Request for Employer Tax Identification Number

After inserting the name and address of the Service Provider, the remaining portion must be completed, signed and dated by the employer.

On-The-Job Training Agreement

The OJT Agreement represents the terms and conditions of a training assignment under the WIA. **All sections of the Agreement must be completed with accuracy.** "N/A" should be inserted in those sections deemed not applicable.

Complete the Agreement by inserting information as follows:

1. Customer's name and Social Security Number.
2. Employer's Name, Federal Tax ID number, and organizational status
3. Employer's address. (2 lines)
4. Employer's telephone number including area code.
5. Employer's FAX number including area code.
6. Service Provider representative's name that has negotiated and completed the OJT Agreement and supporting documents.
7. Service Provider OJT Agreement number.
8. SOC Code Title as it appears in the SOC Code table.
9. SOC Code number.
10. SVP Level.
11. The dates that the customer will start and complete the OJT.
12. The total number of OJT hours. When completing this section, careful consideration must be given when computing the hours and applicable dates. Reimbursement for holidays not worked, shift differentials, over-time or any "non-work time" is prohibited.

Computation of OJT Amount

- a. Column 1 - Insert the starting hourly wage*.

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- b. Column 2 - Insert the number of hours that coincide with the starting wage.
 - c. Column 3 - Insert the total amount of wages to be paid by the employer by multiplying the hours of training (col. 2) by the starting wage (col.1).
 - d. Column 4 - Insert the applicable dates of training that coincide with the applicable wage.
 - e. Last Column - Insert the actual amount to be reimbursed by multiplying the total amount of wages, column 3, by the reimbursement percentage.
- *For wage increases (if applicable), show the projected total hourly wage and complete the table as applicable. Total all columns. The total hours and total reimbursement must fall within WIA & JFES Regulations and CWP procedures outlined in this Manual.
- 16. The total OJT Agreement reimbursement amount. Add all figures in the last column.
 - 17. If classroom training is required, complete this section. Classroom training costs are not a part of the total OJT Agreement amount reflected in item 16 above.
 - 18. Indicate what holidays the employer offers all employees.
 - 19. Show the projected OJT hours per month.

When obtaining the signature(s) on the actual Agreement, the employer must sign the Agreement. In the event the employer is not available to sign invoices or other required documents during the course of the OJT, identify and obtain the signature of an authorized employer representative that will sign in the employer's absence. The date and signature of the Service Provider Representative is also required.

On-the-Job Training Provisions

The employer of record should date and sign the OJT Provisions after reviewing and agreeing to the terms and conditions.

Employer Rating and Reimbursement Invoice

This form is used to provide an employer's performance rating of an OJT participant and to request reimbursement for OJT services rendered during a training period. It is also used to include comments from the Service Provider Representative's interviews with the employer and customer. Each invoice must be numbered in sequence and a final invoice must be so indicated by a check in the appropriate box in the top right portion of the form. The Service Provider should assist the employer in completion of the form whenever necessary. The form should be completed using the following guidelines:

Part I

- 1. Insert the complete and correct information on all lines down to the Record of Hours Worked box.

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2. In the Record of Hours Worked box, starting with the column entitled “Week Of”, insert the appropriate month and day, using Sunday as the first day of each week. For example, it would be appropriate to insert 7/16/06 as the week of training because July 16th falls on a Sunday. Complete the remainder of the boxes by inserting the total number of hours worked corresponding with each day in the week.

Total across by week of work activity and put the total in the appropriate box at the far right. Then, total each day, up and down, listing the total in the appropriate boxes located at the bottom of the chart. When complete, the sum of the horizontal totals must equal the sum of the vertical totals.

3. Complete the section “Service Provider Use Only” section by transferring the hours from the bottom right total box on the Record of Hours Worked to box (a) Total Hours Worked. Insert the appropriate hourly wage in box (b) Hourly Wage, multiply (a) times (b), then multiply the result by the percent (%) of reimbursement and place this figure in the box entitled “Amount to be Reimbursed”. This figure represents the amount requested for reimbursement with this invoice. Note: If there are multiple hourly wage rates in a training period, a calculation must be made for each before totaling. Also note that if an employment agency is the employer of record, the reimbursement amount is based on the actual wage received by the customer, net of fees and charges by the agency.

Part II

On the rating sheet, have the employer evaluate the participant’s progress based on the 4 level descriptions. The SP representative should interview the employer and participant and insert any comments in the appropriate spaces. Note: If there is a change in the customer file information or status, note the changes in the area following this section.

5. All parties to the training are required to sign and date this form in the areas provided at the bottom.



Capital Workforce Partners On-th- Job Training Checklist

Part I

Customer Name: _____

SSN: _____ - _____ - _____

SOC Title _____ SOC Code: _____

SVP Level: _____ Agreement # _____

Name of Employer: _____

Employer Address: _____

City _____ Zip _____

Part II

If any of the following questions are answered YES, the employer is not eligible.

YES (Y) NO (N)

1. Has the employer hired the customer prior to Assessment? ___ ___
2. Has the employer indicated that the customer would have been hired without an OJT contract? ___ ___
3. Is the employer involved in any disputes with a labor organization? ___ ___
4. Has the employer exhibited a pattern of failing to provide OJT participants with long term regular employment on previous OJT agreements? ___ ___
5. Has the employer relocated to the North Central Region within the last 120 days?
resulting in layoffs of existing employees? ___ ___
6. Does the employer have a history of layoffs? (Other than seasonal business operations) ___

Part III

If any of the following questions are answered NO, the employer is not eligible

YES (Y) NO (N)

1. Does the hourly starting wage meet Federal/State law minimum wage requirements? _____
2. Will the customer be provided wage and benefits equal to those received by similarly situated employees with this employer? ___ ___
3. Is the occupation one of higher skills? (SVP level of 2 or higher) ___ ___
4. Are there at least two existing employees at the time of the OJT? ___ ___
5. Has the employer provided the policy numbers and names of their Worker's Compensation and Liability Insurance carriers? ___ ___

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6. Has the employer provided assurances that they are in compliance with the Fair Labor Standards Act, OSHA Safety Standards and ADA? ____

I have reviewed this checklist, the OJT Agreement, and OJT Provisions with this employer and have negotiated and developed the OJT Agreement in accordance with the WIA, Federal Regulations and CWP Local Policies and Procedures, as set-forth in the CWP OJT Manual.

_____ Dated: _____
Signature of Service Provider Representative

On the Job Training Outline/Plan

- 1) Participant's Name: _____
- 2) Job Title: _____
- 3) Employer/Trainer Name: _____
- 4) Contract #: _____
- 5) Service Provider: _____

6) Describe Duties & Skills

7) Describe Tasks

8) % Time

9) Training & Evaluation Methods

10) Total hours of Training: _____ **Asterisk (*) skills above not included in training.**

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Capital Workforce Partners Request for Employer Tax Identification Number

As the payer of funds for services rendered, the Internal Revenue Service requires that we annually file Form 1099 when appropriate. In order to comply, we request that you complete the information and return this form to the address shown below as soon as possible. We will not be able to process payment for any service rendered until we have this information in our files.

We appreciate your cooperation and willingness to participate in Workforce Investment Act programs.

Legal Name of Business: _____

Address: _____

Federal ID Tax Number: _____ - _____

or

Principal's Social Security Number: _____ - _____ - _____

Check the applicable business organization and structure:

Sole Proprietor Private - Non-Profit

Partnership Private - for Profit

Corporation Public

Authorized Signature: _____ Date: _____

When completed, return

to: _____



Capital Workforce Partners
ON THE JOB TRAINING AGREEMENT

(Please Print or Type)

Service Provider: _____

Address: _____

Tel # _____ FAX # _____

1. Customer Name: _____
2. Customer SS #: _____
3. Employer Name: _____
4. Federal I.D. #: ____-_____
5. Corporation ____ Partnership ____ Sole Proprietorship ____
6. Employer Address: _____
7. Tel #: _____
8. FAX # _____
9. Service Provider Representative: _____
- 10.OJT Agreement #: _____
- 11.SOC Job Title: _____
- 12.SOC Code: _____
12. SVP Level: ____

Contract Duration

13. The OJT will commence on _____ and end on _____.

14. The total number of OJT hours is _____

Computation of Amount of OJT

15.

Starting Hrly.Wage: \$ _____	times (x) # of Hours _____	at This Wage = _____	Total \$ Amount _____
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Begin & End Date: _____

Amount of Reimbursement: _____

(Not to exceed 50%)

16. Total Agreement Amount: \$ _____

17. Will employer require classroom training? Yes ____ No ____ If yes, complete the following:

Classroom Training Costs: \$ Classroom Hours:

18. Employer Holidays: *List* _____

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19. Projected Hours Per Month

Jan _____ Feb _____ Mar _____ Apr _____ May _____

_____ Jun _____

Jul _____ Aug _____ Sep _____ Oct _____ Nov _____ Dec _____

The Parties agree that all activities are to be conducted under the terms of this Agreement, the General Provisions, and the attached Training Outline.

The OJT Agreement shall be governed by the Workforce Investment Act (WIA) and applicable WIA Regulations, including amendments or revisions.

Employer: _____

Authorized Signature and Date Print Name and Title

Service Provider: _____

Signature Rep. Date Print Name and Title



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Capital Workforce Partners On the Job Training Provisions

1. **GENERAL:** The Employer of Record (hereafter referred to as Employer) will provide all necessary instruction, equipment, materials, and post-evaluation identified in the Training Plan. The Employer agrees that upon successful completion of the OJT and Training Plan, the trainee will continue to be employed as a regular full time employee and as a regular member of the Employer's workforce. If at any time during the term of the OJT Agreement, the trainee's work performance is unsatisfactory, the Employer agrees to notify the Service Provider at least three (3) days prior to termination. The Employer agrees to provide specific information to the Service Provider of the problem(s) and reason(s) for intended termination and agrees to allow the Service Provider to correct or mediate the matter, excepting those that are clear violations of established company policy. In the event of dismissal for serious violation of Employer policies, insubordination, co-worker conflicts, or other just cause, the Employer must notify the Service Provider within 24 hours of the dismissal.

2. **PAYMENTS:** The Employer agrees to invoice CWP for training costs in an amount not to exceed the maximum amount indicated in the Agreement. Reimbursement will not be made for overtime hours, vacation, sick leave, holidays not worked, fringe benefits, shift differential, retirement benefits or any other non-work time. The final invoice for reimbursement must be submitted to the Service Provider within 30 days after the end of the OJT Agreement.

3. **NEW EMPLOYEE ELIGIBILITY:** The new employee trainee must not: **a)** possess the skills listed in the Training Plan, **b)** have been hired, offered employment or started employment with the Employer prior to executing the OJT Agreement and these Provisions, **c)** have been employed previously by the Employer, or **d)** be a member of the Employer's immediate family including; wife, husband, son, daughter, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, nephew, niece, step-parent, or step-child. **Employed workers** may be eligible for OJT if: a) the employee is not earning a self sufficient wage as determined by the WIB, b) all the requirements of these Provisions, excluding 3b above, are met, and c) the OJT relates to the introduction of new technologies, production, or service procedures, upgrading to new jobs requiring additional skills, workplace literacy, or other appropriate purposes identified by the CWP.

4. MAINTENANCE OF EFFORT AND LAYOFFS/RELOCATING

ESTABLISHMENT/UNION AGREEMENTS: No currently employed worker of the Employer shall be displaced by the trainee (including partial displacement such as reduction in the hours of non-overtime work wages or employment benefits), nor, shall the trainee be employed in a job opening while any other individual is on layoff from the same or any substantially equivalent job, or when the Employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring the trainee. The hiring of the trainee under this Agreement may not infringe upon the promotional opportunities of currently employed individuals. The Employer agrees that this agreement shall not impair existing or future collective bargaining agreements. The Employer also agrees that the trainee will not replace employees of the Employer who are not employed due to labor dispute and further agrees to notify the Provider of

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Services and CWP if a labor dispute occurs during the term of this Agreement. No action shall be taken under this agreement that would be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and Employer concerned. The Workforce Investment Act prohibits on-the-job training with an Employer whose relocation of facilities or portions of facilities resulted in loss of employment by any employee at the original site, until 120 days after commencement of operations at the relocated site.

5. RECORDS RETENTION/MONITORING AND AUDIT: The Employer agrees to maintain all records pertinent to the Agreement, including accurate daily time and attendance records showing hours worked, and, payroll records showing all deductions and wages paid for a period of three years from the date of the final invoice of this Agreement or until all audits are complete and findings on all claims have been finally resolved. In the event that the Employer is unable to retain these records, such records shall be transmitted to the Service Provider for acceptance and filing in satisfactory condition for storage. The Employer agrees that the Service Provider, CWP, and/or authorized local, State or Federal representative(s) have the right to periodically monitor on-site, to assure the validity and propriety of any amount claimed for reimbursement. This right also includes the reasonable and timely access to Employer personnel for the purpose of interviews and discussion related to the records of the OJT agreements. The Employer further agrees that these any claim will be substantiated by the payroll time and attendance records, or other appropriate records, and that training will be provided as specified in the Training Outline. The Employer further agrees to comply and cooperate with all audit surveys, audits, and/or requests by the State of Connecticut or Federal Department of Labor to secure an audit or an audit waiver in compliance with Public Law 97-300, Section 164 or the Single Audit Act. Failure to comply with this section may result in a finding requiring the Employer to return any or all training reimbursements.

6. INSURANCE AND BONDING: The Employer agrees to provide Worker's Compensation and State Unemployment Insurance benefit coverage, automobile insurance, if job training involves driving and bonding (if applicable) for the employee covered in the OJT Agreement. The Employer certifies that proper liability insurance covering all regular employees for property damage and liability will be in full force and in effect throughout the training period.

7. TRAINEE WAGES: The OJT trainee shall be compensated by the Employer at the same rate as similarly situated employees, including periodic increases not related to individual performance. This amount must comply with applicable State minimum wage law, and in no event shall be less than the highest minimum wage prescribed under the Fair Labor Standards Act of 1938, as amended. These wages are to be paid through the Employer's usual and customary pay procedures. For the purpose of this agreement, wages do not include tips or commissions. The Employer agrees to be solely responsible for the trainee's payroll taxes.

8. TECHNICAL ASSISTANCE/FOLLOWUP: The Service Provider and/or CWP will provide assistance to both the Employer and the WIA customer throughout the term of the OJT Agreement. The Provider of Services shall provide follow-up assistance after the completion of training and will make periodic visits as needed for the purpose of assisting the Employer and trainee overcome any identified barriers and to ensure successful completion of the OJT Agreement.

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9. **EEO/AFFIRMATIVE ACTION:** No person shall be denied employment, excluded from benefits, or suffer discrimination under this Agreement because of race, color, religion, sex, national origin, age, disability, political affiliation of belief, or solely because of his/her status as a trainee under this Agreement. The Employer agrees to comply with the Fair Employment Practice Act and all applicable Federal, and State laws including requirements of the Americans with Disabilities Act (ADA).

10. **HEALTH and SAFETY and the AMERICANS with DISABILITIES ACT (ADA):** The Employer agrees to provide a healthy and safe work environment and agrees to maintain the training site in full compliance with the ADA and OSHA Regulations.

11. **SECTARIAN/POLITICAL ACTIVITIES PROHIBITED:** In compliance with WIA prohibitions, the employer agrees not to use any funds received under the OJT Agreement for religious instruction, worship, or to promote political activities.

12. **TERMINATION OF THE AGREEMENT FOR NON-PERFORMANCE:** Failure on the part of the Employer to comply with any of the terms and conditions of this Agreement shall constitute grounds for immediate cancellation of this or any OJT agreement.

13. **FUNDING SOURCE:** Employer reimbursement is contingent upon funding of the CWP by the State of Connecticut and Department of Labor.

14. **HOLD HARMLESS:** The Employer shall hold the Service Provider and CWP, their officers, agency employees, and funding sources harmless for any and all liabilities and claims of any kind. This includes costs and expenses on account of any suits or damages including death, sickness or injury to persons or property from any cause whatsoever arising from or connected with the operations or the services of the Employer, his agents, or representatives of employees. The Employer shall assume full liability for any adverse claims (including back pay judgments) originating from complaint, non-compliance, fraud, negligence, or abuse found against the Employer.

15. **DELEGATIONS/SUBCONTRACT:** The Employer shall not subcontract or assign training duties to other entities under this agreement without the written permission of the Service Provider and the CWP.

I have received and read a copy of the OJT Provisions and fully understand and agree to abide by the terms and conditions of these provisions. To the best of my knowledge, the information I have provided to the Service Provider is true and accurate.

Employer Signature

Date

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Capital Workforce Partners
Reimbursement Invoice – Part I

Invoice # _____
Check if Final Invoice _____
Service Provider: _____
Contract # _____
Employer: _____
Phone#: _____
Address: _____
City: _____ Zip: _____
Customer Name: _____
Social Security # : _____

Billing Period: _____ to _____
Start Date End Date: _____

Reimbursement will be in accordance with the OJT Agreement and OJT Provisions. Reimbursement will not be made for non-work time, e.g. overtime, vacation, sick leave, holidays not worked or shift differential.

Record of Hours Worked

WEEK OF
SUN ___ MON ___ TUE ___ WED ___ THUR ___ FRI ___ SAT ___

TOTAL HOURS: _____

Service Provider Use Only

(a) Total Hours Worked:
(b) Hourly Wage: Amount to be Reimbursed: (a) x (b) x % \$ _____
Occupational Skill Rating Code

