

“On the Job Training” Program

About “On the Job Training”

“On the Job Training” or “OJT” means training by an employer that is provided to a paid employee while engaged in productive work in a job, knowledge or skills training that is essential to the full and adequate performance of the job, and training that provides reimbursement to the employer of up to 50% of the wage rate of the participant for the extraordinary costs of providing the training and additional supervision related to the training. Labor standards apply in any OJT activity where an employee/employer relationship, as defined by the Fair Labor Standards Act, exists.

Participant Eligibility

The employee candidate participant must be an individual with a barrier to employment and a history of chronic unemployment or an inconsistent work history. An “individual with a significant barrier to employment” is a member of one or more of the following populations:

- Adult ex- offenders;
- Basic skills deficient individuals;
- Homeless individuals;
- Lack of educational and/or occupational skills attainment;
- Living with a disability;
- Long-term unemployed;
- Low-income workers earning wages below self-sufficiency;
- Older workers;
- Poor work history and/or lack of work experience;
- Public assistance recipients (TANF, SNAP, SSI, Medicaid, etc.).

Employer Eligibility

The employer may be a private-for-profit business, private nonprofit organization, or a public sector employer and:

- Must have been in business for at least one year;
- Must have adequate personnel to provide sufficient supervision and training;
- Must provide a minimum of 50% of the employee’s wage throughout the training for OJT;
- Must provide a job description, benefits, and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work;
- Must not have a history or pattern of failing to provide OJT employee candidate participants with continued employment with wages, benefits, and working conditions that are equal to those provided regular employees who have worked a similar length of time and are doing the same type of work;

- Must not have relocated from any location in the United States within 120 days, if the relocation resulted in any employee losing his or her job at the original location;
- And must not use OJT to displace regular employees, or to replace any employee on layoff.

General Requirements

OJT should contribute to the occupational development and upward mobility of the employee candidate participant. No individual may be placed in an employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual. OJT must be time limited (no more than 6 months and preferably 8 to 12 weeks) and require at least fifteen (15) but not more than forty (40) hours of work per week. OJT must be paid at least Virginia's minimum wage. Payments to employers are deemed to be compensable for the extraordinary costs associated with training participants. This includes additional supervision, training, and the costs associated with the lower productivity of the participants, those extraordinary costs are documented by the employer, and must not be in excess of 50% of the wage rate of the OJT participant.

For OJT, the relationship is that of employer/employee and payments to the participant are provided by the employer and treated as taxable income. Total payment amount to employer cannot exceed \$3,500 per employee candidate participant.

Process

Employer will enter into a contract with either the City of Alexandria or Arlington County, depending on which Virginia Career Works Center will be tasked to source employee candidate participants. Prior to contract execution, a review of the employer will ensure that the employer has, or forecasts, sufficient work to provide long-term regular employment for the participant. An on-site visit will be conducted to ensure that the employer has the necessary equipment, materials and supervision to conduct the training.

Consideration will be given to the percentage of subsidized training positions assigned to an employer. This ratio shall not exceed 25% of the workforce. The employer will provide a job description of the occupation as performed in the company and a concise outline of the OJT to be given, tasks to be learned, and the approximate hours of training required for each task.



ALEXANDRIA/ARLINGTON
REGIONAL WORKFORCE COUNCIL

(SAMPLE)

On the Job Training (OJT) Agreement with Training Plan

OJT Contract No:

Section 1: Contact Information

Complete the contact information for the OJT Provider and the Employer.

OJT PROVIDER:	CONTACT PERSON:	TELEPHONE #:
OJT ADDRESS:	EMAIL:	FAX #:
EMPLOYER NAME:	F.E.I.N. #	U.B.I. #:
EMPLOYER ADDRESS:	CONTACT PERSON:	EMAIL:
	TELEPHONE #:	FAX #:

Section 2: OJT Information

Complete the contact information for trainee and reimbursement rates.

TRAINEE NAME:	SOCIAL SECURITY #:	TELEPHONE #:
BEGINNING DATE:	END DATE:	TOTAL TRAINING HOURS:
JOB TITLE:	O*NET SOC #:	O*NET JOB ZONE:
JOB DESCRIPTION:		
HOURLY WAGE RATE: \$	REIMBURSEMENT RATE: 50%	MAXIMUM REIMBURSEMENT: \$3,500.00
SUMMARY OF JOB DUTIES <ul style="list-style-type: none">SEE ATTACHED JOB DESCRIPTION		

SKILLS TO BE LEARNED:	ESTIMATED TRAINING HOURS:	START DATE	COMPLETION DATE
1. SKILL TO BE LEARNED	ESTIMATED TRAINING HOURS	START DATE	COMPLETION DATE
2. SKILL TO BE LEARNED	ESTIMATED TRAINING HOURS	START DATE	COMPLETION DATE
3. SKILL TO BE LEARNED	ESTIMATED TRAINING HOURS	START DATE	COMPLETION DATE
4. SKILL TO BE LEARNED	ESTIMATED TRAINING HOURS	START DATE	COMPLETION DATE
TOOLS, UNIFORMS, SUPPLIES NEEDED FOR TRAINING:			

Section 3: OJT Agreement

This On-the-Job Training (OJT) Agreement is between the Employer and the (OJT Provider), herein after called the OJT Provider and (Name of Employer), herein after called Employer. Both parties agree to the terms and conditions set forth within this contract. The contract term commences on (enter start date here) and terminates on (enter end date here).

Section 4: General Terms and Conditions

CONTRACT PURPOSE

The purpose of this contract is to establish the general terms and conditions under which the (OJT Provider) may refer individual participants (“the Trainee”) to the Employer to enable the Workforce Innovation and Opportunity Act (WIOA) participants to take part in an OJT as that term is defined under the Workforce Innovation and Opportunity Act.

OJT DEFINITION

In accordance with WIOA Sections 3, 108, 122, 134, 181, 194, WIOA Notice of Proposed Rulemaking 20 CFR Sections 681.590, 680.700, 680.710, 680.720, 680.730, 680.740, 29 CFR Section 37, and the Alexandria/Arlington Regional Workforce Council’s OJT/Work Experience Policy, 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:

- a) Provide knowledge or skills essential to the full and adequate performance of the job;
- b) 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; and
- c) 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, as appropriate.

TRAINING

1. 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.

FISCAL

2. OJT Provider shall reimburse Employer on a (Enter a term such as a monthly or bi-monthly) basis in an amount not to exceed total reimbursement for extraordinary costs of training to be provided by the Employer to Trainee.
3. Employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT contract.
4. Employer agrees that records which are directly related to the OJT contract are subject to review, monitoring, and audit by the OJT Provider, the State and/or the federal government, at any time and without prior notice to the employer.
5. Employer shall provide adequate insurance coverage to protect against legal liability arising out of OJT activity.
6. Employer shall preserve all OJT Employee payroll records, fringe benefits and personnel records.

EMPLOYER ASSURANCES

1. Employer shall provide worker's compensation coverage for the OJT.
2. If the OJT is provided to one of the Employer's current employees, the Employer verifies that the OJT will relate to the introduction of new technologies, introduction to new production or service procedures, or is an upgrade to a new job that requires additional skills, and that the OJT position will provide the OJT Trainee with additional wages, hours or benefits.
3. 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.
4. 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, but in on event less than the higher rated specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 or the applicable state or local minimum way law.
5. 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). 29 CFR 37.38(b)
6. 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.
7. Employer assures that they have not been debarred or suspended in regard to federal funding. 29 CFR Part 98.

8. Employer further assures that OJT funds will not be used to assist, promote or deter union organizing. 20 CFR 663.730.
9. 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. 20 CFR 667.200(g).
10. Employer assures that the OJT Trainee 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. 29 CFR 37.6(F).
11. 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.
12. Employer must provide comprehensive general liability insurance protection to Trainee.
13. OJT contract 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, or the failure by the United States Congress to reauthorize WIOA program activities.

Section 5: Signatures

I hereby agree to all the terms and conditions in this OJT Agreement.

Authorized Signatures

DATE:

DATE:

EMPLOYER SIGNATURE:

OJT PROVIDER SIGNATURE:

TYPE/PRINT NAME:

TYPE/PRINT NAME:

TITLE:

TITLE:

Section 6: Concurrence of the Collective Bargaining Agent

Complete this information in regards to if the employment and training is subject to a collective bargaining agreement.

14. Is the occupation in which the OJT is being offered subject to a collective bargaining agreement? YES NO

15. If yes, please indicate the name, title, and union affiliation of the appropriate bargaining representative.

BARGAINING REPRESENTATIVE'S NAME:

SIGNATURE:

BARGAINING REPRESENTATIVE'S TITLE:

UNION AFFILIATION: