

Ohio Department of Job and Family Services  
**ON-THE- JOB TRAINING REQUIREMENTS  
LOCAL WORKFORCE DEVELOPMENT AREA**

**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 2000d and 42 USC 2000e-2) 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. 88-352) 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 of, 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.
- 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 development area, 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 development area, 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.

## **INSERT PAYMENT TERMS HERE**

- Payments to the employer 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 development area 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.
- Trade only employers must register in OAKS to receive prompt payment. If registration is not completed, payment will be delayed. Registration for OAKS can be found at [www.supplier.obm.ohio.gov](http://www.supplier.obm.ohio.gov). For assistance, call 888-296-7541.

- Requests should be mailed or delivered to:

**If funded by the ODJFS Trade Program**      **Insert Local Workforce Development Area Address**

TradeInvoice@jfs.ohio.gov

- Reimbursement requests for hours worked under the OJT Agreement will be honored by the local workforce development area 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 workweek 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 development area or ODJFS may pay for straight hours worked, which will reduce the contract balance proportionately.
- The local workforce development 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 development 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 development area, ODJFS, and/or its representatives determine that any funds were paid under this agreement that are not in compliance with Local, State, or 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 development area or ODJFS may terminate the contract agreement at its discretion. In the event of termination, the local workforce development area 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 development area 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.

**SAMPLE – WIOA Dispute Language**

***The following text is a sample on the handling of disputes for WIOA-funded OJTs. The OJT Requirements form should include specific language on how this is handled at the local area.***

Any disputes concerning a question of fact arising under the OJT Agreement shall be decided by the local workforce development area 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 development area 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 Development Area	
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 Trade Representative (If applicable)	Date	ODJFS Trade Support Office (If applicable)	Date

**Reset Form**

Ohio Department of Job and Family Services  
**ON-THE-JOB TRAINING AGREEMENT**  
**LOCAL WORKFORCE DEVELOPMENT AREA**

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

\_\_\_\_\_, hereinafter referred to as the Employer, and  
\_\_\_\_\_, hereinafter referred to as the local workforce  
development area.

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 development area must approve all Trainees and Training Plans 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 \_\_\_\_\_ calendar days after the end of the Training or Retention Period, using the OJT Invoice Form specified by the local workforce development 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 development area.

The Employer and local workforce development area agree to all the terms in this OJT Agreement by signing below:

Employer	Local Workforce Development Area
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