

# GL-ATTACHMENT N

## Greater Lincoln Workforce Area On the Job Training Policy Effective October 1, 2009

The Greater Lincoln Workforce Area has implemented the following guidelines for operating the On the Job Training (OJT) program under the Workforce Investment Act. These guidelines address the elements necessary to comply with the requirements of the Workforce Investment Act and the City of Lincoln's contracting provisions. The following documents are included in this policy:

1. On The Job Training Policy
2. On The Job Training Contract Format
3. On The Job Training Fact Sheet
4. On The Job Training Pre-Award Review

### **I. Definition**

The term "on-the-job training" means training by an employer that is provided to a paid participant while engaged in productive work in a job that:

- A. Provides knowledge or skills essential to the full and adequate performance of the job;
- B. Provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; and
- C. Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.

### **II. Pre-Award Reviews**

A pre-award review is conducted prior to contract execution. Workforce Investment Division staff will determine if the employer meets the requirements for OJT. A review of a draft of the OJT contract, including assurances, is conducted at the time of the Pre-Award Review. The Pre-Award review is attached.

### **III. On-the-Job Training Contract Requirements**

OJT contracts are procured in accordance with all federal, state and local procurement policies and at a minimum shall include the following information:

1. The occupation(s) for which training is to be provided;
2. Training outline for each position;
3. The length of time the training will be provided;
4. The wage rate to be paid to the trainee;
5. The rate of reimbursement to the employer;
6. The maximum amount of reimbursement;

7. A training outline that reflects the skills and competencies to be learned in the position;
8. An outline of any other separate classroom training that may be provided by the employer; and
9. Signatures of the individuals authorized to enter and sign contracts.
10. Standard assurances that acknowledge the employers responsibilities in accepting public funds for training.

A copy of the OJT contract is attached.

### **Employer Assurances**

On the Job Training (OJT) contracts include standard assurances that are designed to acknowledge a contractor's responsibilities in accepting public funds for training. These assurances address the following responsibilities:

1. A trainee in an OJT program shall not displace, including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits, any currently employed employee.
2. At the end of the training period, the employer intends to retain the trainee in the occupation and compensate the trainee for at least the hourly wage rate specified in the contract agreement. Retention will be subject to the employer's right to terminate the trainee for normal business or personnel reasons.
3. The employer agrees that no trainee shall be hired into or remain working in any position when any other individual is on layoff from the same or any substantially equivalent job. An OJT trainee may not be employed in a job if the employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy with the trainee. It is not allowable for an OJT position to be created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
4. The employer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency.
5. Trainees in on-the-job training must be provided wages, 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.
6. Funds provided to employers for OJT must not be used to directly or indirectly assist, promote or deter union organizing.
7. No individual in a decision-making capacity shall engage in any activity, including participation in the selection, award, or administration of a contract supported by Workforce Investment Act funds if a conflict of interest would be involved.
8. No member of the trainee's immediate family shall serve in an administrative capacity for the employer, or will directly supervise the trainee. Immediate family is defined as the trainee's spouse, children, parents, grandparents, grandchildren, brothers, sisters, or persons bearing the same relationship to the trainee's spouse.

9. The employer will provide worker's compensation coverage for the trainee and abide by health and safety standards established under State and Federal law.
10. Trainees shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
11. No political activities will be conducted by a trainee in training under the provisions of an OJT contract funded under the Workforce Investment Act.
12. The employer will not discriminate against any trainee on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship or status as a lawfully admitted immigrant authorized to work in the United States.
13. The employer certifies that it will provide a drug-free workplace as defined by the Drug-Free Workplace Act of 1988.
14. The employer is in compliance with all State and local laws regarding taxation and licensing.
15. The employer certifies that it has registered with and is using a federal immigration verification system as defined in section 7 of Nebraska Laws 2009, LB 403 to determine the work eligibility status of all new employees physically performing services within the State of Nebraska.
16. The employer agrees to participate in and be bound by determinations resulting from the Local Area grievance procedure.
17. Trainees who are working as laborers/mechanics in any construction, alteration or repair (including painting and decorating) of public buildings or works must be compensated in compliance with the Davis-Bacon Act, as amended.
18. The contract will not encourage or induce the relocation of a business (or part thereof) from any location in the United States, if the relocation results in any employee losing his or her job at the original location.
19. Nothing in the OJT contract shall impair existing contracts for services or existing collective bargaining agreements unless the employer and the labor organization concur in writing.
20. Either party may terminate the contract at any time for convenience by giving written, signed notice of intent to terminate to the other party.
21. Modification of the contract shall not be effective until put in writing and signed by both parties. Revisions to the contract, which do not impact the total funds obligated or training program may be affected by a letter of agreement.
22. If the employer violates any of the conditions in the contract or any applicable Federal, State or local law, and such violation results in liability for the grantor agency, the employer shall promptly reimburse the grantor agency an amount equal to the resulting liability.
23. The employers is financially solvent on the date of the contract and under current projections will remain financially able to meet the obligations of the contract.

24. The individual signing the contract on behalf of the employer is an authorized agent and certifies that all information contained in the contract relevant to the employer is correct.

#### **IV. Selection of Trainees**

In addition to eligibility as an adult or dislocated worker, eligibility for OJT also requires that the adult or dislocated worker received an intensive service, and a determination of a need for training services. Eligible youth can be co-enrolled in youth and adult and will also need to have received an intensive service and a determination of the need for training services. Trainees can be identified by the employer and by the WIA staff. Trainees complete an assessment to determine the appropriateness for the OJT position.

#### **V. Length of Training**

In determining the length of training, consideration is given to the skill requirements of the occupation, the academic and skill level of the trainee, previous work experience of the trainee, and the trainee's service strategy. Length of training also includes input from the employer.

Steps to Determine Length of Training.

#### **Skill Requirement of the Occupation**

1. Obtain the job description and training outline from the employer.
2. Match employer job title/description with O'NET.
3. Review for consistency
4. Obtain employer's input on the length of time it takes for the trainee to become proficient in the occupation
5. Obtain SVP codes from O'NET and convert to hours.

#### **Academic and Skill Level of Trainee**

1. Assess trainee's academic and skill levels, and previous work experience.
2. Compare the trainee's academic, skill levels and previous work experience with the requirements of the OJT position.
3. Indicate whether the trainee does or does not possess the skills needed to be proficient in the occupation. Trainee's determined to be proficient are not eligible for OJT. Trainee's determined not proficient are eligible for OJT.

#### **Calculating Training**

1. Use SVP Codes to determine hours of training for the position.
2. Compare SVP training length with employer estimated training length. Select training length that is closest to employers estimated training length.
3. If trainee has work experience directly related to the OJT position, subtract 50% from the training time for every three months of experience.
4. If trainee has formal education directly related to the position, subtract 10% from the training time for every three months of education.

## **VI. Prohibited Positions**

Certain types positions are not eligible for OJT contracting. Positions that do not have a supervisor or trainer present, are temporary, are supervised by a family member, require a license or other pre-requisite conditions will not be approved for OJT contracts. Positions in which wages are commission based are not eligible for OJT.

## **VII. Evaluation and Monitoring**

All OJT contracts will be evaluated at or near the midpoint of the contract. WIA Division staff will make an onsite visit for the purpose of conducting the evaluation. Each OJT position will be evaluated. The following will be included in the evaluation. Items monitored are those described in the OJT contract.

1. Trainee progress towards proficiency.
2. Trainee time or attendance records.
3. Trainee payroll records.
4. Other contract items deemed necessary.

Each OJT evaluation will be written and placed in the OJT contract file.

## **Re-Contracting**

Employers that have had previous OJT contracts and fail to provide long-term employment to trainees may not eligible for additional OJT contracts. These situations are reviewed on an individual basis to determine whether the employer will be eligible for additional OJT contracts. Factors examined include but are not limited to the following:

1. Number of trainee's employed under OJT and number still employed.
2. Number of OJT contracts completed.
3. Reasons for trainee's loss of employment.
4. Feedback from previous trainee's.

## **VIII. OJT Provider Performance**

Information on providers of OJT is collected to assist in determining the success of the provider. Criteria examined include but is not limited to the following:

1. Six month retention rate of trainee (same as the retention rate of the funding source)
2. Rate of successful OJT completions. (same as the entered employment rates for the funding source)
3. Wage during training and wage after completion of training. (wage after training cannot be lower than training wage)
4. Reasons for trainee dismissal (if any dismissed)
5. Recent layoffs (if known)
6. Trainee Grievances (if any)
7. Displacement of current employees by WIA trainees.
8. Relocations to utilize WIA trainees.

Items #5, 7 and 8 would be discovered during the Pre-Award Review. Evidence of layoffs, displacement or relocations could prohibit awarding an OJT contract.

Employers that are determined successful providers of OJT will be placed on the One Stop Employment Solutions Eligible On the Job Training provider list. Since funding and responsibility for OJT contracts rests with OSES, the list will be maintained as an internal list for WIA Division staff.

**On the Job Training Contract**  
**Contract Number 00-0000**

1. This is a contract between Company Name (Employer) and the City of Lincoln by and through the Urban Development Department Workforce Investment Act Division (City). The parties agree that the Employer shall hire the Trainee and shall provide all training in accordance with the provisions and terms in this Agreement. The City shall receive invoices from the Employer and shall make payments to the Employer for satisfactory performance in accordance with the reimbursement terms and conditions included herein.
  
2. The Employer agrees to employ, train and pay wages to the Trainee during the training period, which shall begin on \_\_-\_\_-\_\_. The City will reimburse \_\_\_% of the wages paid up to a maximum of \$\_\_\_\_\_, or until \_\_-\_\_-\_\_, whichever comes first.
  
3. Trainee Occupation\_\_\_\_\_
  
    ONET Code\_\_\_\_\_ SVP Code\_\_\_\_\_  
    Maximum Hours of Training\_\_\_\_\_ Hourly Wage\$\_\_\_\_\_  
    Trainee Name\_\_\_\_\_  
    Trainee Social Security Number \_\_-\_\_-\_\_\_\_  
4. Employer Information
  
    Employer Name\_\_\_\_\_  
    Address\_\_\_\_\_  
    City/State/ZIP\_\_\_\_\_  
    Contact Person/Phone\_\_\_\_\_  
    Training Location\_\_\_\_\_  
    Name/Title of Individual Authorized to Sign Contract\_\_\_\_\_

5. Wage Reimbursement

$$\frac{\$ \text{_____}}{\text{WAGE}} \times \frac{\text{_____}}{\text{HOURS}} \times \frac{\text{_____}}{\text{RATE}} \% = \$ \frac{\text{_____}}{\text{REIMBURSEMENT}}$$

Wage Increase

$$\frac{\$ \text{_____}}{\text{WAGE}} \times \frac{\text{_____}}{\text{HOURS}} \times \frac{\text{_____}}{\text{RATE}} \% = \$ \frac{\text{_____}}{\text{REIMBURSEMENT}}$$

Total Reimbursement \$ \_\_\_\_\_

6. Training Outline

- Skill #1
- Skill #2
- Skill #3
- Skill #4
- Skill #5

Assurances

1. The trainee will be hired by the Employer and will be provided with all necessary instruction, equipment, and materials for the specified occupation. The Employer agrees to provide training in accordance with the training outline included in this contract.
2. The Employer agrees to invoice the City for training costs up to the amount specified in this agreement. Payments shall be based only upon hours actually worked by the Trainee. The City will reimburse the Employer in an amount not to exceed 50 percent of the total wages paid to the Trainee up to the maximum reimbursement. Wages do not include undocumented payments to the Trainee, piecework or any fringe benefits. Payments will not be made for vacations, sick leave, plant closures or other non-paid work time. Overtime pay will be reimbursed at the regular hourly wage. The Employer will provide the Trainee with all benefits provided to other entry-level employees. The Employer shall submit an On the Job Training Reimbursement and Evaluation Form monthly. The Employer must return any payment, which is found to violate the terms of this Agreement, to the City. Final reimbursement requests are to be made within 30 days after the end of the training period.
3. The Employer shall maintain for the Trainee accurate daily time and attendance records showing hours worked, and payroll records showing all deductions taken and wages paid. Required State and Federal taxes and FICA must be withheld and Employer payroll records must show these deductions. Such records are subject to review, monitoring and audit by the City or its agent at any time. The Employer agrees to retain these records for three years after the completion of this contract or longer if any litigation or audit has begun or any claim is instituted which

involves these records. In that case, the Employer shall retain the records beyond the three-year period until the litigation; audit findings or claim has been resolved.

4. A trainee in an OJT program shall not displace, including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits, any currently employed employee.
5. At the end of the training period, the Employer intends to retain the trainee in the occupation and compensate the trainee for at least the hourly wage rate specified in the contract agreement. Retention will be subject to the Employer's right to terminate the trainee for normal business or personnel reasons.
6. The Employer agrees that no trainee shall be hired into or remain working in any position when any other individual is on layoff from the same or any substantially equivalent job. A trainee may not be employed in a job if the Employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy with the trainee. It is not allowable for an OJT position to be created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
7. The Employer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency.
8. Trainees in on-the-job training must be provided wages, 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.
9. Funds provided to the Employer for OJT must not be used to directly or indirectly assist, promote or deter union organizing.
10. No individual in a decision-making capacity shall engage in any activity, including participation in the selection, award, or administration of a contract supported by Workforce Investment Act funds if a conflict of interest would be involved.
11. No member of the trainee's immediate family shall serve in an administrative capacity for the employer, or will directly supervise the trainee. Immediate family is defined as the trainee's spouse, children, parents, grandparents, grandchildren, brothers, sisters, or persons bearing the same relationship to the trainee's spouse.
12. The Employer will provide worker's compensation coverage for the trainee and abide by health and safety standards established under State and Federal law.
13. The Trainee will not perform political or sectarian activities during the work or training time specified by the contract.
14. The Employer will not discriminate against any trainee on the basis of race, color, religion, sex, national origin, age, disability, political

affiliation or belief, and against beneficiaries on the basis of either citizenship or status as a lawfully admitted immigrant authorized to work in the United States.

15. The Employer certifies that it will provide a drug-free workplace as defined by the Drug-Free Workplace Act of 1988.
16. The Employer is in compliance with all State and local laws regarding taxation and licensing.
17. The employer certifies that it has registered with and is using a federal immigration verification system as defined in section 7 of Nebraska Laws 2009, LB 403 to determine the work eligibility status of all new employees physically performing services within the State of Nebraska.
18. The Employer agrees to participate in and be bound by determinations resulting from the Local Area grievance procedure.
19. Trainees who are working as laborers/mechanics in any construction, alteration or repair (including painting and decorating) of public buildings or works must be compensated in compliance with the Davis-Bacon Act, as amended.
20. Nothing in the OJT contract shall impair existing contracts for services or existing collective bargaining agreements unless the Employer and the labor organization concur in writing.
21. The contract will not encourage or induce the relocation of a business (or part thereof) from any location in the United States, if the relocation results in any employee losing his or her job at the original location.
22. Either party may terminate the contract at any time for convenience by giving written, signed notice of intent to terminate to the other party.
23. Modification of the contract shall not be effective until put in writing and signed by both parties. Revisions to the contract, which do not impact the total funds obligated or training program may be affected by a letter of agreement.
24. If the Employer violates any of the conditions in the contract or any applicable Federal, State or local law, and such violation results in liability for the grantor agency, the employer shall promptly reimburse the grantor agency an amount equal to the resulting liability.
25. The Employer is financially solvent on the date of the contract and under current projections will remain financially able to meet the obligations of the contract.
26. The individual signing the contract on behalf of the Employer is the Employer's authorized agent and certifies that all Employer information contained in this agreement is true and correct.
27. To the fullest extent permitted by Nebraska law, the Employer shall indemnify, defend, and Hold Harmless the City, its officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any loss of use resulting

therefrom, and that are caused in whole or in part by the intentional or negligent act or omission of the Employer or anyone directly or indirectly employed by Employer, or anyone for whose acts any of them may be liable. This section shall not require the Employer to indemnify or Hold Harmless the City for any losses, claims, damages and expenses arising out of or resulting from the negligence of the City.

IN WITNESS WHEREOF, the City of Lincoln, and Company Name have executed this contract on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Lincoln  
555 South 10<sup>th</sup> Street  
Lincoln, Nebraska 68509

Company Name  
Street Address  
City, State, ZIP

BY \_\_\_\_\_  
Mayor

BY \_\_\_\_\_  
Company Representative

## **On the Job Training Fact Sheet**

### **Definition**

The term “On the Job Training” (OJT) is training by an employer that is provided to an individual while engaged in work that:

- A. Provides knowledge or skills essential to the full and adequate performance of the job,
- B. Provides reimbursement to the employer of up to 50 percent of the wage rate of the trainee, for the extraordinary costs of providing training and additional supervision related to training, and
- C. Is limited in duration as appropriate to the occupation for which training is being provided taking into account the prior work experience of the trainee.

### **Trainee Selection**

The employer selects and hires the trainee. All trainees must meet certain eligibility criteria, which is determined by the City of Lincoln Workforce Investment office. Eligibility includes an assessment of the trainee’s previous work experience and any previous skill training. This information is used to determine the need for and length of training. OJT contracts must be finalized and approved prior to the trainee starting employment.

### **Length of Training**

The length of training is determined by the following factors:

- A. Skills and knowledge need to perform the job.
- B. Skills and knowledge of the trainee.
- C. Employers’ estimation of training time needed.

### **Wages and Benefits**

Trainees receive the same wage and benefits provided to other entry-level employees performing similar work. Reimbursement is based on wages only. Bonuses, incentives and piece rates are generally not included in the reimbursement calculation.

### **Trainee Relationship**

The trainee is an employee of the business and is subject to the customary practices, rules and policies of the business.

### **Contractor**

OJT contracts are between the City of Lincoln and the business.

### **Assurances**

A set of standard assurances is included in all OJT contracts. These assurances are necessary for the use of public funds.



**Greater Lincoln Workforce Investment Area  
On the Job Training Contract  
Pre-Award Review**

The purpose of the pre-award review is to determine if the company meets the requirements for participation in the On the Job Training and to obtain information needed to develop a training contract.

(1) Company \_\_\_\_\_

(2) Address \_\_\_\_\_

(3) Name and Title of Company Representative  
\_\_\_\_\_

(4) Phone Number \_\_\_\_\_

(5) Federal ID \_\_\_\_\_

(6) Type of Business/Industry \_\_\_\_\_

For Profit Corporation     Partnership     Individual  
 Public Entity     Nonprofit Corporation     Other \_\_\_\_\_

(7) New Business     Yes     No

(8) Expansion From Another Location     Yes     No

(9) Business Relocated From Another Area     Yes     No

(10) If yes to any, were any jobs lost as a result of the new business, expansion or relocation?     Yes     No

If Yes, explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(11) WARN Notice Filed?     Yes     No

If Yes, when? \_\_\_\_\_

(12) Other Names Business Has/Plans To Operate Under \_\_\_\_\_  
\_\_\_\_\_

(13) Length of Time at Current Location \_\_\_\_\_

(14) Current Number of Employees \_\_\_\_\_

(15) Number of On the Job Training Contracts Within Past 12 Months: \_\_\_\_\_

Number Completed: \_\_\_\_\_ Trainee(s) Still Employed?     Yes     No

(17) Layoffs Within Last 12 Months  Yes  No

If yes, explain: \_\_\_\_\_

(18) Currently Disbarred/Suspended From Receiving Federal Contracts?

Yes  No (If yes, employer is not eligible for OJT)

(19) Violations of OSHA, Wage and Hour, or Child Labor Laws in Past 12 Months?

Yes  No

If Yes, explain: \_\_\_\_\_

(20) Does the payroll system comply with applicable Federal, State and local laws?

Yes  No

(21) Is Worker's Compensation coverage provided?  Yes  No

Insurance Company Name \_\_\_\_\_

Policy Number \_\_\_\_\_

Dates of Coverage \_\_\_\_\_ to \_\_\_\_\_

If no, list Medical/Accident Insurance Carrier: \_\_\_\_\_

Policy Number \_\_\_\_\_

Dates of Coverage: \_\_\_\_\_ to \_\_\_\_\_

(22) Training Position Job Title: \_\_\_\_\_

(23) Is position permanent?  Yes  No Wage: \_\_\_\_\_

(24) Turn over rate for this position in last 12 months? \_\_\_\_\_%

(25) Current Number of Employees \_\_\_\_\_

(26) What are the entry-level skills for the position?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(27) Is the position subject to a collective bargaining agreement?  Yes  No

If yes, concurrence from the Collective Bargaining Agent is required.

Collective Bargaining Unit \_\_\_\_\_

#### TRAINEE INFORMATION

(28) Trainee Name \_\_\_\_\_

(29) Has trainee previously been employed by the company?  Yes  No

If yes, list dates \_\_\_\_\_

Position(s) \_\_\_\_\_

(30) Is trainee related to anyone in an administrative or supervisory capacity for the business?    \_\_Yes            \_\_No

If yes, explain \_\_\_\_\_

(31) Does trainee have previous related work experience or training?    \_\_Yes    \_\_No

If yes, describe \_\_\_\_\_

Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
WIA Division Staff Signature

\_\_\_\_\_  
Date