

TAA On-The-Job Training (OJT) Agreement Form Instructions

This form is to be completed if the On-The-Job Training (OJT) is being paid solely or partially with TAA funding. TAA rules and guidelines must be followed when training is being paid with TAA funds. An OJT program may be paid through WIA funds, but must follow all applicable WIA rules and guidelines.

1. LWIA #/ETC Enter the LWIA # and ETC where the customer is being served.
2. Customer SSN Enter the SSN of the customer.
3. Application Date Enter the date this form is being completed.
4. Customer Name Enter the customer's last name, first name and middle initial.
5. Street Address (Residence) Enter the street address where the customer currently resides. Enter the apartment number, if applicable.
6. City Enter the city where the customer currently resides.
7. State Enter the state where the customer currently resides.
8. Zip Enter the 5 digit zip code where the customer currently resides.

Employer Information

9. Name of Company Enter the name of the company that made a commitment to hire the customer under the terms of an On-the-Job Training agreement.
10. Phone Number Enter the phone number for the OJT Company.
11. Contract Certifier (Name/Title) Enter the company or employer personnel responsible for developing the OJT agreement. Record name and title.

Types of Acceptable Employment:

Employment must be full-time. Temporary, low skilled and high turnover jobs are not acceptable. Seasonal employment is not acceptable unless it can be determined that it will contribute to the customer's year-round employment. Commission or piece rate jobs are not acceptable. Employment with a relative related by blood, marriage or adoption is not acceptable. Sectarian employment is not approvable. Be sure to establish that the individual would not have the skills necessary for the job without the OJT. If the applicant has worked in the occupation or field before, document what new skills will be acquired. A formal apprenticeship generally would be longer than the 104 week approvable training period; however an OJT to give minimum skills required to enter an apprenticeship would be acceptable. A retraining program into a different occupation within the trade affected company would also be acceptable.

12. Street Address (Facility of Employment) Enter the street of the work site. Enter the PO Box if used as the mailing address.
13. City Enter the city of the work site.
14. State Enter the state of the work site.

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15. Zip Enter the 5 or 9 digit zip code for the work site.
16. Company Contact Name Enter the name of the company contact for the OJT contract.
17. Company Contact Title Enter the title of the company contact for the OJT contract.
18. Phone Number Enter the phone number of the company contact for the OJT contract.
19. Supervisor Name Enter the name of the customer's OJT supervisor for this contract.
20. Phone Number Enter the phone number of the customer's OJT supervisor for this contract.
21. Fiscal Contact Name Enter the name of the fiscal contact for the OJT contract.
22. Phone Number Enter the phone number of the fiscal contact for the OJT contract.
23. Federal Employer Identification Number (FEIN) Also known as the FEIN, employer's tax number.

Training Information

24. Title of Occupation Enter the occupation of the customer. This must be supported by an interest survey and assessment records.
25. O-NET Code Enter the occupational classification code from the US DOL Website (<http://online.onetcenter.org/>) most suited to this customer.
26. Description of Occupation Summarize and record the O-NET description here. Be sure to include unique duties that set this employer's needs apart from others.
- The employer will be reimbursed up to 50% of the starting salary of the customer during the life of the contract. The program reimburses for a basic 40-hour week. It does not reimburse for overtime, hours over 40 hours, fringe benefits or holidays. Reimbursement will be made in equal monthly installments, the amount of which will be determined by dividing the total amount of the contract by the number of months of training approved. The employer will submit an OJT invoice at the end of each month with proof of hours worked attached, signed by both the customer and employer. The customer must start the training at the same wage as would any other trainee in the same position hired by this employer. The training funds cannot be used to enable the customer to start at a higher than normal salary.
27. Hours Considered Full Time Enter the number of hours considered full time by the employer.
28. Starting Wage Enter the hourly wage to be paid the first day on the job. Commission jobs are not acceptable.
29. Wage upon Completion of Training Enter the targeted wage if the customer successfully completes the program and is retained by the employer.

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30. Will the wage increase during training? Enter Yes or No. If yes, please explain.
31. Training Start Date Enter the customer's first day on the job. This date must be after the date of the negotiation and completion of this agreement.
32. Training End Date Enter the planned date for the last day of the customer's training. If adjusted or re-negotiated, file an amended agreement.
33. Negotiated Training Reimbursement Rate Enter the negotiated reimbursement rate of the worker's wages that the employer has agreed to accept from the LWIA. This can in no instance be greater than 50%. The employer will be reimbursed the negotiated rate of the starting salary for the worker during the life of the contract.

TRA is not payable to OJT participants. Classroom training can be part of the overall contract if it is written into the original contract. It is possible to give a combined classroom/OJT, but separately approved programs of OJT and then classroom, or vice versa cannot be given as they would be viewed as two separate and complete trainings. Employment and training must be full-time.

Tool Request

34. Tool Cost Enter the cost of the tools. This is a part of the training cost in TAA and must be identified before training funds are obligated.

What is covered

The cost of tools is covered only if such tools are normally required to be purchased by an individual hired into this position and not provided by the Employer. Provide an itemized list of tools and their cost to the TAA Case Manager. The tools remain the property of the TAA Program, until completion of the Training Program. If the program is not completed, the tools must be returned to the TAA Program.

Transportation/Subsistence Assistance

35. Transportation/ Subsistence Assistance will be provided Utilizing DCEO/TAA Form #005, determine if the customer is eligible for transportation/subsistence assistance. Check Yes or No as appropriate. If Yes, enter the total transportation/subsistence amount. Attach DCEO/TAA Form #005 to this document.
36. Funding Source Check the box indicating whether the funding source for Transportation and Subsistence Assistance is TAA or WIA.

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Training Outline

37. Detailed Outline By Training Task

Enter each of the tasks that will comprise the full training program. Each task should be a detailed description to support the training outline as described below. If there are more detailed training tasks than will fit on one sheet, attach additional training task sheets as necessary to include each task.

Training Outline - The learning objectives should be identified as skills, knowledge, and abilities to be acquired. The objectives listed must represent deficiencies of the customer as identified in the objective assessment.

The training given must be adequate and of sufficient duration to enable the customer to obtain employment with any employer in the occupation in which trained. It should not be company specific to the extent that the customer would not be qualified to work elsewhere.

Duration:

The training period must be negotiated with the employer. It should be of the shortest duration, which will accomplish the objective. Consideration should be given to present skills, employment history, and barriers to employment such as handicaps, education and Specialized Vocational Preparation (SVP) code found on the ONET screen <http://online.onetcenter.org/>. The specific vocational preparation time represents the average amount of time required to learn the techniques, acquire information, and develop the facility needed for average performance in a specific job-customer situation. Occupations with an SVP of 4 and above may be considered. Those with a lower SVP are generally not of a skill level high enough to require OJT funded training. Special circumstances could exist for those with a lower SVP, for example, training for a developmentally disabled customer. The length of training should be adjusted down for those with previous related skills or experience. Training time can be adjusted up for those with special needs such as reading deficiencies, handicap or other barriers. Budget is a consideration, and in no case can training last more than 104 weeks. OJT of that duration should be the rare exception and training for the maximum time under an SVP should not automatically be granted. Negotiate the minimum training length, which will meet the training goal. Training should never be over the SVP suggested duration unless special needs are documented. Below is a chart of recommended training length by SVP.

<u>Level</u>	<u>Duration of training</u>
1	Short demonstration only
2	Beyond short demonstration up to and including one month
3	Over one month and including three months
4	Over three months up to and including six months
5	Over six months up to and including one year
6	Over one year up to and including two years
7	Over two years up to and including four years
8	Over four years up to and including ten years
9	Over ten years
*	(no training program can be funded for over two years)

Six Criteria for Job Training Approval

Prior to being approved for job training assistance, a case manager will assess the individual situation. The six criteria established by the Federal government for the approval of a job training plan include:

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- (a) There is no suitable employment available in the local area for this worker. Suitable employment, as it relates to job training assistance, is employment that pays at least 80% of the wage and involves a skill level at least as great as that of the trade-impacted employment.
- (b) The worker would benefit from the training – the worker will be job ready at the end of training.
- (c) There is a reasonable expectation of employment following successful completion of the training.
- (d) Training is reasonably available from either governmental or private sources (other than the worker and his/her family).
- (e) The worker is qualified to undertake and complete the training.
- (f) The training is suitable for the worker and available at a reasonable cost. The training program cannot exceed 104 actual training weeks (up to 130 with remedial). In addition, only one training program is allowed per certification.

Negotiating the OJT Agreement

The TAA case manager must negotiate the agreement with the employer in person at the job site. This provides a chance for the TAA case manager to see the site to determine if it is a suitable OJT site. An employer cannot have over 25% of employees on an OJT contract. Remember that if there is a collective bargaining unit, they must also sign-off on the plan. Use the OJT planning form to obtain the necessary information and develop the training plan.

- 38. Estimated # of Hours Enter the estimated number of hours needed to complete the training task.
- 39. Date to Begin Enter the planned date the training task is to begin.
- 40. Date to be Completed Enter the date the training task is planned to be completed.
- 41. Additional Training Hours Enter the training hours detailed on any additional training task sheets, if applicable.
- 42. Total OJT Training Hours Enter the calculated total number of OJT training hours.

Reimbursement Calculations

- 43. Estimated Monthly Billing Record the calculations.
 - (a) Indicate the Average Hourly Wage Rate the employer has indicated they will pay the customer over the length of the job training program.
Please Note: All anticipated wage increases should be included in calculating the average hourly wage rate.
 - (b) Indicate the total number of Hours of Job Training the customer will receive over the length of the job training program (Item #42).
 - (c) Indicate the Sub-Total Training Wages. (Item #43a x 43b)
 - (d) Indicate the Negotiated Reimbursement Rate. (Item #33)
 - (e) Calculate the total Wage Reimbursement for the worker. (Item #43c x #43d)
 - (f) Indicate the Total Number of Months of Training the employer has indicated the customer will receive.
 - (g) Indicate the Average Monthly Reimbursement for Training Wages. (Item #43e divided by 43f).
- 44. Tool Costs Enter the amount of tool costs for the month that are accountable to the training of the worker. (Note: The total of all monthly tool cost reimbursements should in no

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instance exceed the negotiated tool costs, Item # 34, agreed upon at the time the Planning Form was completed.)

45. Transportation/ Subsistence Costs Enter the amount of Transportation/Subsistence for the month that is accountable to the training of the worker. (Item #35 divided by #43f)
46. Total Training Costs Enter the total training costs which are the sum of #34, 35, and 43e. These are the anticipated costs to be incurred by the TAA program.
47. Total Cost to be Incurred by TAA Program Enter the Total Cost to be Incurred by the TAA Program which is the sum of Items #43e + #34 + #35 (if #35 if marked TAA).

Employer Certification

48. Name of Employer **Types of Acceptable Employment:**
Employment must be full-time. Temporary, low skilled and high turnover jobs are not acceptable. Seasonal employment is not acceptable unless it can be determined that it will contribute to the customer's year-round employment. Commission or piece rate jobs are not acceptable. Employment with a relative related by blood, marriage or adoption is not acceptable. Sectarian employment is not approvable. Be sure to establish that the individual would not have the skills necessary for the job without the OJT. If the applicant has worked in the occupation or field before, document what new skills will be acquired. A formal apprenticeship generally would be longer than the 104 week approvable training period; however an OJT to give minimum skills required to enter an apprenticeship would be acceptable. A retraining program into a different occupation within the trade affected company would also be acceptable.

As a condition of entering into a Trade Adjustment Assistance (TAA) On-The-Job Training (OJT) Contract the employer agrees to the following stipulations:

- (a) No currently employed worker is displaced, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits;
- (b) Training does not impair existing contracts for services or collective bargaining agreements;
- (c) In the case of training which would be inconsistent with the terms of a collaborative bargaining agreement, written concurrence must be obtained from the concerned labor organization;
- (d) No other individual is on layoff from the same or any substantially equivalent job for which such eligible worker is being trained;
- (e) The employer has not terminated the employment of any regular employee or otherwise reduced the work force with the intention of filling the vacancy so created by hiring the eligible worker;
- (f) The job for which the eligible worker is being trained is not being created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals;
- (g) The training is not for the same occupation as that from which the worker was separated and with respect to which such worker's group was certified;
- (h) The employer certifies that the employer will continue to employ the eligible worker for at least 26 weeks after completing the training, if the worker desires to

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continue such employment, and the employer does not have due cause to terminate the employment (does not apply to workers eligible under petitions filed on or after November 11, 2002);

- (i) The employer has not received payment under any other On-The-Job Training provided by such employer which failed to meet the requirements of (a) through (g) above; and
- (j) The employer has not taken, at any time, any action which violated the terms of any certification described in (h) made by the employer with respect to any other On-The-Job Training provided by the employer for which the Secretary has made payment.
- (k) The employer agrees to a monthly progress monitoring visit by a TAA Case Manager with the contractor and trainee for the purpose of insuring that all contract training obligations are being met and satisfactory progress is being made. Appointments for these visits shall be made at the convenience of all parties. Comments should be made below if either party indicates concern about progress.
- (l) The employer may not have over 25% of employees on an OJT contract.
- (m) If the employer is new (has been in business less than 120 days at this location) or expanding or has relocated from another area, the following questions must be answered:
 - 1) Name (s) under which the establishment does business.
 - a) Successors-in-interest:
 - 2) Company official certifying the information. Include Name, Title and Address.
 - 3) Facility in the other geographic location which is being closed or from which business is being transferred:
 - a) Name.
 - b) Address.
 - c) Number of jobs lost due to relocation.
 - d) Nature of the products or business being transferred.
 - e) Date the facility will commence or expand operations.
 - 4) Has TAA assistance been sought in connection with past or impending job losses at other facilities? Yes or No.
 - 5) Have WARN notices relating to the employer been filed? Yes or No.
 - 6) Labor organization(s) in the affected area.
 - a) Have any Labor organizations been consulted in conducting this survey? If yes, List.

49. Comments

Enter comments in this section.

50. Employer Signature
and Date

The contract certifier identified in #11 must sign this form. Enter the date the agreement is negotiated and signed.

51. Customer Signature
and Date

The customer must sign and date this form.

STAFF USE ONLY

52. Case Manager
Signature and Date

The case manager must sign this form. Enter the date the case manager negotiated and signed the agreement.

Pre-Award Survey

If Applicable have the employer complete, sign and date.