



Employment
Security
Department

WorkFirst
Employment Security Department
ON-THE-JOB TRAINING CONTRACT
TERMS AND CONDITIONS (KK 12-10-12)(SC 12-10-12)(sw 12-10-12)
ORG INDEX _____ GENERAL AGREEMENT NUMBER _____

These Terms and Conditions define the activities and limitations for the Employer, the Employee and the Employment Security Department (ESD) Representative.

The WorkFirst program authorizes two types of On-The-Job Contracts.

- (1) Learning new skills for parents currently not employed, and
- (2) Wage progression with new job duties for parents currently employed and still receiving TANF cash assistance. This type of OJT:
 - Successfully places an employee in a full-time job with increased wages and benefits
 - Places this person in a new job with their current employer or with a different employer
 - Provides the training needed to obtain key job skills essential to attaining the wage progression with the new job

The OJT should enable the WF Participant to exit TANF cash assistance.

Except as described in the sections below, private employers, public agencies and private and non-profit companies or corporations are eligible to participate as an employer in an OJT contract.

The contract will list the specific skills the Employee will learn. Contracts last for up to twelve weeks depending on the length of time needed to learn these skills.

Training from the Employer may be combined with classroom training or skills training provided by someone else other than the Employer. A community college or professional organization may provide this training.

The Employer provides:

- Full-time (32-40 hours a week) subsidized employment
- Training for those skills required for a specific job, but that the Employee does not currently have
- Training on site at the Employer's place of business not usually offered

The ESD Representative duties include:

- Involving the Employer in the OJT contract creation so they understand the purpose and their training responsibilities
- Ensuring the Employer does not receive subsidies for more than 25% or 1 in 4 of the Employer's workforce. (In figuring, consider all programs that may subsidize workers, such as WIA, Veterans, or Department of Commerce paid work program.) To contract above the 25% subsidized employment level, obtain an approved Exception to the Rule (ETR.)

☐ **ACCOUNTING**

The Employer will keep records for each Employee including:

- Social Security number
- Job description
- Time and attendance records
- Gross pay and fringe benefits for each pay period
- Verification of wage payments
- Copy of the WF OJT Contract, the WF OJT Master Agreement and the WF OJT Contract Terms and Conditions
- Copies of all warning letters and documents relating to disciplinary actions

Note: All Employee records are subject to audit and Employers must retain these records for four (4) years after completion of the OJT contract. The Employer must provide access to these records upon request of the Employment Security Department.

☐ **BENEFITS**

Each OJT Employee will receive benefits to the same level and extent provided to other persons similarly employed by the Employer.

Overtime, holidays, and vacation are considered benefits and are not eligible for reimbursement.

The Employer shall provide the Employee with:

- Industrial Insurance (L&I) or its equivalent
- Unemployment Insurance if a covered Employer
- Other benefits required by law

☐ **COLLECTIVE BARGAINING and CONTRACTS FOR SERVICES**

The OJT contract will not impair existing contracts for services or collective bargaining agreements.

If a collective bargaining agreement is in effect during the OJT contract period, the Employer shall give a copy of the OJT training contract to the collective bargaining agent.

If any provision of this OJT contract is inconsistent with any provision of an applicable collective bargaining contract, the Employer shall obtain the agent's written concurrence. The Employer shall retain written evidence of the notification to, and concurrence of, the collective bargaining agent.

❑ **CONTRACT CHANGES**

An OJT contract can only be changed to reflect a change in the end date of the contract. The ESD Representative must process the change in the automated JAS system and obtain original signatures on the Contract Modification if the contract ends early.

❑ **CONTRACT START**

- The WorkFirst Supervisor must review and approve the OJT contract prior to the ESD Representative and the Employer signing the contract
- The Employer cannot start work or training until all parties sign the OJT contract.
- The Trainee (Employee) may sign the contract to acknowledge the contract.

❑ **DISCRIMINATION**

The Employer and ESD Representative will not discriminate against any applicant or Employee on the basis of race, color, creed, religion, national origin, birthplace, veteran status, presence of any sensory, mental or physical disability, using a trained dog guide or service animal, HIV/AIDS or Hepatitis status, political affiliation, belief, gender, sex, marital status, sexual orientation, including gender identity, or age (except where there is a bona fide occupational qualification.)

❑ **DISPLACEMENT OF WORKERS**

No Employee currently employed or laid off Employee may be displaced by an OJT Employee.

- The OJT Employee may not partially displace any current Employee, resulting in a reduction of hours, wages or employment benefits.
- The OJT Employee will not infringe on the promotional opportunities of any regular Employees including an alteration of an employed worker's job resulting in but not limited to reduction of skill, content, salary or promotional opportunity.
- The OJT Employee will not displace a laid-off Employee from the same or any substantially equivalent job or a terminated regular Employee with the intention of filling the vacancy so created with an OJT Employee.

❑ **EQUAL OPPORTUNITY EMPLOYMENT- see Discrimination**

❑ **HOL1DAYS-See Wages**

❑ **LABOR LAWS**

The Employer must not be in violation of federal, state or local labor laws.

The Employer must not be involved in a strike, lockout or other unusual labor condition.

❑ **MONITORING**

An ESD Representative will visit the Employer periodically to ensure all training objectives are met and all parties remain satisfied with progress. The ESD Representative will consult with both the Employer and the Employee.

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- Staff track participants progress in on-site visits during 1st, 3rd, 7th, and 11th week of the OJT.

☐ NEPOTISM

ESD may not contract with an Employer to train an Employee who is a member of the Employer's family or Work Site Supervisor's family.

☐ OVERTIME-See Wages

☐ POLITICAL ACTIVITIES

The OJT contract prohibits work associated with political activities during work hours.

☐ REIMBURSEMENT

- Employers may be reimbursed up to twelve weeks depending on the length of time needed to learn the contracted skills.
- Employers may be reimbursed for up to 50% of the total gross waged for regular hours of work.
- Employers may be reimbursed 50% of the initial starting wage for contracted release time.
- Copies of timesheets or payroll records signed by both the Employer and Employee verify hours for reimbursement.

☐ RELATIVES-see Nepotism

☐ RELEASE TIME TRAINING

Release time training is classroom or skills training provided by someone other than the Employer. A community college or professional organization may provide this training. Employers receive 50% reimbursement for wages during the hours a parent is engaged in release time training.

☐ RELIGIOUS ACTIVITIES- see Sectarian Activities

☐ RETENTION

The Employer intends to retain the Employee upon satisfactory completion of the training.

☐ SAFETY

The Employer agrees to comply with appropriate safety and health standards as defined in the following laws:

- ☐ For work sites in Washington: Washington Industrial Safety and Health Act (RCW 49.17), and rules and regulations adopted under its authority (W1SHA)
- ☐ For all other sites: Federal Occupational and Health Safety Act (Public Law 91-596) (OSHA)

☐ SECTARIAN ACTIVITIES

The Employee as part of their assigned OJT duties may not construct,

maintain, or operate any facility used for sectarian instruction or religious worship. The OJT training cannot support any sectarian organization.

❑ TERMINATION OF CONTRACT

The Employer or the ESD Representative may terminate the contract with written notice due to:

- Failure of Employee to meet Employer requirements
- Failure of Employee to comply with these Terms and Conditions and requirements of the OJT contract
- Termination or reduction of federal funding

❑ UNIONS

No funds paid under this OJT contract may be used to promote or discourage union organizing.

❑ VACATION PAY-see Wages

❑ WAGES

- Wages are monies paid by an Employer to an Employee for work the Employee performs,
- Employees shall be paid at the same rate as other persons similarly employed by the Employer, including periodic raises.
- Normal wage increases must be built into the original OJT contract.
- The minimum starting wages is \$12.00 per hour. Should the employer offer one or any combination of the following: The \$12.00 per hour wage may be waived, the options are. (Offices may establish a higher wage standard for their local area based on their labor market.)

There are four (4) options to request an OJT waiver from the \$12 per hour wage minimum. Note: Should the employer offer one or any combination of the following, the \$12 per hour minimum may be waived. Those options are as follows:

- ✓ Employer provides medical coverage
- ✓ Employer provides dental coverage
- ✓ Employer provides retirement benefits
- ✓ Employer offers a defined career pathway with set wage increase milestones (to be included in the OJT ETR request) over a 6-12-18 month period.
- Employee wages must be paid by check or direct deposit. Cash or "in-kind" payments are not acceptable.
- Tips, commissions, and piece work are not considered wages and are not eligible for reimbursement under the OJT.
- Overtime, holidays, and vacations are considered benefits not wages and are not eligible for reimbursement.

SIGNATURES:

WorkFirst Supervisor **Date**

Legal Name of Business

Employer Representative **Title** **Date**

WorkFirst Program Representative **Date**

OJT Employee (Optional) **Date**
