

**Buffalo & Erie County
Workforce Development Consortium, Inc.
Policies and Protocols For
On-The-Job Training (OJT)**

Revised: June 2017

Table of Contents

I.	On-the-Job Training Overview.....	3
II.	Identification of Opportunities and Qualified Businesses	3
III.	First Steps in the OJT Process.....	4
IV.	Referrals.....	4
V.	Process.....	4
VI.	Conditions for OJT.....	5
VII.	Determining a Need for Training.....	6
VIII.	Identification and Assessment of OJT Candidates.....	6
IX.	Re-employment Cases.....	7
X.	Up-grade Training for Current Employees.....	7
XI.	Reimbursement Policies.....	7
XII.	Parameters for WIA Funded OJT's.....	8
XIII.	Related Costs.....	9
XIV.	OJT Contract Package.....	9
XV.	Contract Administration.....	10
XVI.	Monitoring OJT Contracts.....	11
XVII.	Modifications.....	11
Addendum A	Pre-Award Review Business Application	
Addendum B	OJT Employer Responsibility Questionnaire and Attestation	
Addendum C	OJT Business Data Sheet	
Addendum D	OJT Individualized Training Plan (ITP)	
Addendum E	OJT Contract	
Addendum F	OJT Contract Modification	
Addendum G	OJT Trainee Monitoring Report	
Addendum H	OJT Employer Monitoring Report	
Addendum I	OJT Funding Options	

Buffalo and Erie County
Workforce Investment Board, Inc.
Policies and Protocols for On-the-Job Training

I. On-the-Job Training Overview

On the Job Training (OJT) is one strategy for individuals to receive training funded through the Workforce Innovation and Opportunity Act (WIOA). 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) is made available through a program 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 the 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."¹

OJT is an excellent vehicle for individuals to build their skills and re-establish themselves in a new field. It also provides an incentive to employers to hire individuals and invest in their skill development. It is an ideal option for job seekers who (a) have run out of unemployment or need to earn a wage while learning an occupational skill, (b) are uncomfortable in a classroom setting, (c) prefer to learn by doing and can learn the skills necessary for the occupation more thoroughly on the job, and/or (d) need supervision as they learn specific skills for an occupation. In addition, OJT contracts may be entered into with registered apprenticeship program sponsors or participating employers in registered apprenticeship programs for some or all of the OJT portion of the registered apprenticeship program.

Employers providing an OJT can receive reimbursement for a portion of the hourly pay rate – typically up to 50% -- which is considered payment for extraordinary costs to the employer associated with training a new employee. An agreement with the employer specifies the duration of training as well as the skills and competencies to be acquired by the participant. Subject to policy parameters, the length of the training period depends on the complexity of the job as well as the participant's skills and prior work experience. OJT provides an incentive to employers to hire individuals and invest in their skill development, and trainees can earn as they learn.

II. Identification of Opportunities and Qualified Businesses

The Buffalo and Erie County Workforce Development Consortium, Inc. (WDC) as fiscal agent for the Buffalo and Erie County Workforce Investment Board, Inc. (BECWIB) will develop and execute marketing strategies that will provide outreach to local businesses. Strategic outreach will be conducted in a variety of ways including, but not limited to: personal outreach to

¹ WIOA sec. 3(44), Public Law No. 113.328, 128 Stat. 1436 (codified as amended at 29 USC. 3101 et seq.); See also the regulations promulgated thereunder at 20 C.F.R. Part 680, subpart F, Work-Based Training.

businesses by WDC Business Services personnel; working relationships developed among various partner agencies in the economic development, industrial development and workforce development fields; organizing Career Pathway Events and Business Roundtables; and conducting Job Clubs.

A comprehensive marketing package that has been developed by the WDC will be used to acquaint businesses with the broad range of services available from the WDC and its partner agencies and organizations.

Priority for OJT funding will be given to industries aligned with the WNYREDC target industry sectors.

III. First Steps in the OJT Process

Any business wishing to enter into an OJT contract with the WDC must first be vetted by the New York State Department of Labor (NYSDOL). This process must be completed prior to any OJT contract being executed. This process will insure that the business is in compliance with State laws and requirements.

Any business wishing to participate in OJT must submit a Job Order to the WDC Business Services Department and/or the NYSDOL. Upon receipt, this Job Order will be immediately posted to the One-Stop Operating System (OSOS) and at each of the One-Stop Center offices within one day of receipt. Job Orders may be posted by a business directly by (1) indexing their jobs on Job Central, (2) completing the Job Order form and returning it to the WDC Business Services Department by mail, fax or email, or (3) completing the Job Order form available on the WDC website.

IV. Referrals

Upon receipt of a Job Order, One-Stop Center or Business Services staff will search for appropriate candidates for referral. Referrals will be sent to the Business Services staff member managing the account for review. Should a referral be selected for interview by the employer, the interview process will be handled directly by the employer and the candidate. If a candidate selected for employment is in need of and appropriate for OJT, the Business Services staff person assigned to the account will work directly with the employer and the WDC Director of Business Services to develop and execute the OJT contract.

V. Process

In addition to being vetted by NYSDOL, before an OJT contract can be developed and executed, the business must complete the WDC's Pre-Award Review Business Application (Addendum A) and an Employer Responsibility Questionnaire and Attestation (Addendum B).

For each person to be hired using OJT, the employer must complete Addendum A which shall be attached to the OJT contract, along with Addendum B. This document supplies information about the business and who will be responsible for the new employee's training as well as the

specific and particular areas such training will encompass (i.e. specific skills to be taught and the proposed length of time for training). The training specified in Addendum A must be specific to the needs of each trainee to be hired. The training and hours proposed for this training must be verified as appropriate by the WDC Business Services Specialist, and upon approval by the WDC Administrative Director becomes part of the contract.

In addition, an onsite review must be conducted by the Business Services Specialist with the employer. This will allow the Business Services Specialist to see where the OJT participant will be working, meet the trainee's supervisor, and gain a better understanding of the business' facility and operations. The purpose of the site visit is to determine whether the business will afford a viable on-the-job-training opportunity.

When all prior conditions, requirements and stipulations have been satisfied, the OJT contract is finalized and executed. OJT executed contracts must be notarized.

VI. Conditions for the OJT

Training services may be made available to WIOA Adults and Dislocated Workers who have met the eligibility requirements for individualized career services², are authorized to work in the United States,³ and the One-Stop Center career counselor has determined, after an interview, evaluation, or assessment, and career planning that the individual (a) is unlikely or unable to obtain or retain employment through career services alone that leads to economic self-sufficiency, as defined by BECWIB's local policy, or wages comparable to or higher than wages from previous employment, (b) is in need of training services, and (c) has the skills and qualifications to successfully complete the selected training program.⁴ In addition, an Individual Employment Plan (IEP)⁵ addressing the criteria required by the NYSDOL Technical Advisory currently in effect, must be created for the WIOA participant by the One-Stop Center career counselor as justification for the OJT.

Prior to the execution of any OJT contract, the WDC Business Services Department will insure that the position to be filled is a permanent, full-time (minimum 35 hrs./wk.), and non-seasonal position; wages, benefits and general working conditions are the same for the new employee as they are for other similarly situated employees; the position pays at minimum \$10/hr.; and the employer clearly understands that at the successful completion of the OJT the trainee is expected to be retained in that position without further subsidy and without changes in the

² 20 CFR Sections 680.120, 680.130 and 680.150.

³ Section 188 of WIOA; 29 CFR Part 38; and 20 CFR Part 680; See also BECWIB Local Policy Bulletin #6-16 (10/18/16)

⁴ Section 134(c)(3)(A)(i) of WIOA, Public Law No. 113.328, 128 Stat. 1436 (codified as amended at 29 U.S.C 3101 et seq.); and 20 CFR Section 680.210.

⁵ Section 134(c)(2)(A)(xii)(II) of WIOA; and 20 CFR Section 680.170

conditions of work. Further, an employer may not use OJT to replace another employee on lay off.

In situations where employees are represented by a collective bargaining unit, said union must be made aware of the OJT hire and a letter of concurrence from the union is required.

To safeguard the integrity of the training contract, OJT participants will be monitored on a regular basis during the training. Should there be any problems or issues identified to the WDC Business Services Specialist by either the trainee or the employer, a corrective action plan will be developed to remediate the issue(s).

Any business who has terminated three or more OJT trainees without cause either during the training period or after the completion of training, or who effectively changes wages, hours or working conditions after the training has been completed will be deemed to have exhibited a pattern of failure and will no longer be eligible to participate in future OJT activities.

VII. Determining a Need for Training

In making a determination for the appropriateness of OJT for employment purposes, the criteria always rests on the skills gap that exist between the skills required to perform the job and the skills possessed by the candidate for hire. OJT must cover the specific skills training required to bring the skill level of the trainee to the level required for full productivity in that job.

Need for training must be ascertained by the examination of the trainee's past work history, skills possessed, experience, education and prior training; the job seeker's IEP; and the skills identified by the employer as essential for the job but lacking in the candidate.

WDC Business Services staff will work directly with an employer to craft an appropriate job description for the position to be filled with assistance from the Occupational Information Network (O*NET). The Business Services Specialist will work directly with the employer to establish the appropriate scope of training and the time period required for said training.

VIII. Identification and Assessment of OJT Candidates

An eligible candidate for OJT is an individual who has had an interview, evaluation, or assessment and career planning with his/her One-Stop Center career counselor, leading to the development of an IEP justifying the need for on-the-job training. The individual's OSOS record must contain a determination of the need for training (CDS) identified in the assessment or other individualized career service received.

Job seekers will be identified and referred to employment opportunities in a variety of ways including, but not limited to: referrals by One-Stop Center career counselors and staff; OSOS match and refer; and self-referral by a job seeker who becomes aware of the employment opportunity.

The primary source of recruitment for OJT will come from customers enrolled in the One-Stop System and who have been comprehensively assessed and determined to be appropriate candidates for OJT as part of their re-employment plan.

The IEP is an on-going strategy jointly developed by the participant and One-Stop Center career counselor that identifies the individual's employment goals, the appropriate attainment objectives and the appropriate combination of services for the participant to achieve the employment goal.

One-Stop Centers are the primary source for referrals to OJT opportunities and as such, when a job is posted in OSOS, it will also be posted in each One-Stop Center on the "Hot Jobs" board for review and self-referral by customers. One-Stop Center career counselors and other appropriate staff will receive copies of each Job Order so they can identify and refer appropriate candidates from their case load. Job Orders are also used by the Counseling and Business Services staffs to generate referrals using the Match and Refer option for OSOS.

The determination that an OJT is needed to fill a skills gap is in every case based upon the determination that training will be needed by the individual being hired in order to bring his/her skills to the level required for the position.

Every candidate for OJT should have had an interview, evaluation or assessment and career planning completed by his/her One-Stop Center career counselor, as well as an IEP developed for them. Each business, with the help of a Business Services Representative if requested, will develop a Job Description for the position to be filled and will identify core skills required for that position in the Job Order. Where a gap in the skills possessed by the candidate but required by the employer for the job is identified, a training outline will be developed by the employer and the WDC Business Services Specialist to address the skills deficiency.

Using the job description, an OJT training plan will be developed by the WDC Business Services Specialist and the employer, which will enumerate the skills required by the new position and the skills, experiences and educational assets possessed by the candidate. Based upon the gap in skills between those possessed by the candidate and those required by the new position, the Business Services Specialist and the employer will develop a training outline that will become part of the OJT contract.

IX. Re-employment Cases

As a general rule, an individual who was employed by a business, left that employment and is returning to that same business for re-employment would not be a candidate for OJT. However, if he/she is returning to that business as a new employee for a job he/she has not previously held the protocols for OJT will apply.

X. Up-Skill Training for Current Employees

OJT funds may not be used for incumbent worker training.

XI. Reimbursement Policies

OJT contracts will be reimbursed at 50% of the trainee's wages paid during the contract training period.

However, at the discretion of the Workforce Investment Board, Inc. OJT contracts may be reimbursed up to 75% of the trainee's wages paid during the contract training period when taking into account any of the following factors:

- (1) The characteristic of the participants taking into consideration whether they are "individual with barriers to employment" as defined in WIOA Section 3(24);
- (2) The size of the employer business consists of no more than 249 employees;
- (3) The quality of the employer-provided training and advancement opportunities, for example if the OJT contract is for an in-demand occupation and the training will lead to an industry-recognized credential; and
- (4) Any other factors the WIB may determine to be appropriate, which may include the number of employees participating, wage and benefit levels of the employee (both present and after completion), and relation of the training to the competitiveness of the participant.

All OJT contracts require completion of training and retention in the position for which training was provided to qualify for reimbursement. Partial payments will not be made for OJT contracts that are not completed. However, an employer may, for good cause shown, submit a duly executed written request for a waiver of this requirement. At the sole discretion of the WDC Administrator, a duly executed written waiver may be granted for partial payment.

Upon successful completion of the OJT contract, the employer will submit appropriate WDC vouchers for payment (with a copy of the executed OJT contract attached). All vouchers must be submitted with original signatures of both the employee (trainee) and the employer. As a pre-condition to reimbursement, the employer must provide the Business Services Specialist with the first week of the trainee's payroll records as evidence that training began on the start-date in the OJT contract. In addition, all subsequent training invoices must be submitted with their corresponding payroll records. All payments must be invoiced in accordance with the stated terms and conditions of the executed OJT contract.

XII. Parameters for WIOA Funded OJTs

On-The-Job training must be provided under a contract with an employer or registered apprenticeship program sponsor in the public, non-profit or private sector. The employer or registered apprenticeship program sponsor must provide occupational training for the WIOA participant in exchange for reimbursement of up to 50% of the individual's wage rate to compensate for the employer's extraordinary cost for providing the training.

OJT contracts may not be written with an employer who has exhibited a pattern of failing to provide OJT participants with continued long-term employment after training has completed. The length of an OJT contract must be limited to the period of time required for a participant to

become proficient in the occupation for which the training is being provided. The educational and skills level of the participant, his/her previous work experience, and the skills training required must be assessed in the individual's IEP.

OJT funds may not be used to encourage or induce a business or part of a business to relocate from any location in the United States if the relocation results in any employee losing his/her job at the original location. OJT funds may not be used to support training for new employees of a relocated business until the business has operated in its new location for 120 days.

For OJT contracts funded with WIOA formula funds the following additional parameters will apply:

- The maximum length of an OJT contract will be 24 weeks;
- A minimum hourly rate of \$1.00 above the New York State Minimum Wage is required for an OJT contract to be written (occupations adding commission, tips, bonus, etc. paid to supplement a salary below said minimum rate will be ineligible for OJT);
- Subject to funding availability, the maximum dollar amount of an OJT training subsidy will be \$7,000 per trainee. Companies will be eligible to receive an aggregate maximum OJT training subsidy of \$21,000 per WIOA Program Year (i.e. July 1 to June 30);
- All OJT subsidized training positions must be full-time with a minimum 35 hour paid work week. However, if the OJT training is being provided in tandem with classroom training under a registered apprenticeship program, then the required minimum number of full time paid work hours per week will be reduced by the number of hours per week in classroom training;
- Each employee hired through an OJT contract must become regular employees of that company on their day of hire;
- OJT funds may be used with Individual Training Accounts (ITAs);
- Consistent with the terms of NYSDOL and BECWIB policies, OJT funds may be used for some or all of the OJT portion of a registered apprenticeship program funded through an ITA;
- Residents of Erie County will receive preference for OJT funding. However, an OJT funded contract may be granted to non-residents of Erie County by the WDC Administrative Director or by the WDC Business Services Director on a case-by-case basis;
- There can be no OJT provided for a person hired through a third party contractor;
- Seasonal, independent and contracted positions are not eligible for OJT funding;

and

- An OJT contract must be executed before the trainee begins his/her job.

In the case of OJTs funded through other sources (e.g. TAA or NEG/OJT), terms and conditions where different will follow the protocols of the specific funding source.

XIII. Related Costs

Under an OJT contract the WDC will not cover related costs of the trainee including, but not limited to: uniforms, work related tools, equipment, licensing fees, etc.

XIV. OJT Contract Package

The WDC has developed an OJT Contract package, which includes the following:

- Boilerplate – containing applicant and trainee information, particulars of the training position and terms and conditions of the contract;
- Attachment 1– *Request for On-The Job Training Authorization*, which defines the specific skills training to take place during the OJT contract period
- Attachment 2 – *Employer Specific Training Invoice*, which provides the procedural requirements for payment of the training provided;
- Job Description – provided by the employer defining the position for which the OJT is written;
- Individualized Employment/Training Plan – developed by WDC staff for the trainee;
- Collective Bargaining Signoff – a letter from the union representing the company’s employees stating knowledge of the OJT, concurrence with the OJT being used to train a new employee, and an acknowledgement that the OJT will not cause the loss of any positions represented by organized labor;
- OJT Completion Check List – (see Addendum A); and
- Employer Responsibility Questionnaire-Attestation – (see Addendum C)

The following business assurances are included in every OJT Contract (Addendum E):

- The business’ intention in hiring an employee is for the newly hired employee to remain employed with the business upon completion of the OJT.

- OJT will take place during the employee's work hours (i.e., during the shift/hours for which the employee was hired) and the employee will be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience and skills.
- No currently employed workers will be displaced by OJT trainee(s), including a partial displacement such as a reduction in the hours, wages, or employment benefits.
- The OJT contract does not infringe in any way upon the promotional opportunities of current employees not involved in OJT.
- Funds provided to the business to reimburse the costs associated with OJT may not be used to assist, promote or deter union organizing.
- The business will comply with all applicable employment-related federal, state and local laws and regulations.
- The training activity will not impair an existing contract for services or collective bargaining agreement, and/or no activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and the business.
- No member of the OJT employee's immediate family will directly supervise the OJT employee, nor will the trainee supervise an immediate family member. For the purpose of this contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or persons bearing the same relationship to the OJT employee's spouse.
- OJT trainee(s) 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, or required to participate in political activities.
- The business agrees to adhere to BECWIB's grievance process if a complaint arises in connection with the OJT employee and the training.
- BECWIB, WDC, NYSDOL, or United States Department of Labor may inspect and monitor any records or activities pertaining to the OJT contract at any time during normal business hours, and as often as deemed necessary. Such inspection shall be made to determine whether the business is in compliance with the terms and provision of this contract and the OJT participant is making sufficient progress.

In addition, the OJT contract incorporates by reference the traditional federal certifications required for WIOA funding (debarment, anti-lobbying, drug-free workplace, salary and bonus limitations, and nondiscrimination).

XV. Contract Administration

The WDC Administrative Director will be responsible for approving and processing all payments for OJT contracts. The WDC Business Services Director will ensure all terms and conditions of the contract have been met before approving the voucher for payment.

Should there be a need to modify or extend an OJT contract, the reason for such action must be stated in writing by the employer, along with the specific reasons for the modification or extension being requested. Upon approval by the WDC, a Contract Modification, (the form of which is attached as Addendum F), will be developed. The Contract Modification must be signed and notarized by all signatories of the original contract. When fully executed, the Contract Modification will become part of the original contract.

Should it become necessary to terminate a contract, the WDC Administrative Director will inform both parties to the contract in writing of the termination and will provide the reason(s) for said termination.

XVI. Monitoring OJT Contracts

The Business Services Specialist will be responsible for monitoring all OJT contracts. Each contract will be monitored at least three times during the contract period with one occurring at the mid-point of training. All monitoring will be conducted onsite.

The Business Services Specialist will complete a monitoring report for both the employee receiving training (Addendum G and the employer providing training (Addendum H) to ensure that the terms and conditions of the OJT contract are being met. Employer and employee will be interviewed separately. Should any issues or problems become evident, the Business Services Specialist will develop a corrective action plan, present the plan to both employer and employee and have each sign off on the plan. The Business Services Specialist will record all monitoring visits and information in OSOS.

WDC Business Services will review attendance records to ensure that the OJT employee is fully engaged in the training. Upon completion of training, properly executed invoices will be reviewed to assure that the OJT employee received proper wages, tax withholding and workers' compensation.

In addition, the Business Services Specialist will monitor the employer to detect any pattern of failure to retain OJT trainees upon completion of training. Findings will be recorded in OSOS. Any business exhibiting a pattern of failure to retain OJT trainees after the successful completion of training may be excluded from further participation in the OJT program. Patterns of failure will be documented, and employers terminating trainees after training completion will be asked to state in writing why the employee was terminated. Failure to comply may exclude a business from further participation in the OJT program.

XVII. Modifications

It sometimes happens that circumstances change after an OJT has begun. A key responsibility of the Business Services Specialist assigned to the OJT contract is to identify these circumstances, address them with the employer and the trainee, collectively develop a reasonable remedy for the issue(s) identified, and formulate a corrective action plan that will modify the Contract and rectify the issue(s). In the course of monitoring, any deviation from the Contract must be noted and addressed promptly.

Training Plans may require modification to best suit the mutual and respective needs of the employer and the trainee. All modifications to an OJT Contract MUST be in writing, using the appropriate OJT Contract Modification Form (Addendum F), and signed, dated and notarized by all respective parties prior to the effective date of the modification. Oral modification of any part of the OJT Contract is not valid.

OJT Contracts may require modification for a variety of reasons. These may include:

- Changes to a Training Plan to more accurately reflect the training that will be provided. This may, for example, include a change in training due to business necessity, learning difficulty or newly discovered aptitudes.
- Extension of the Contract's planned end-date to accommodate a brief period of illness, layoff or other unexpected contingencies that have interrupted the training.
- Supplemental training not identified in the original Training Plan that is later identified as necessary and reasonable.

OJT training modifications must use the Contract Modification Form (Addendum F) and be accompanied by a revised Training Plan.

Once a modification to an OJT Contract is executed, it will be incumbent on the Business Services Specialist assigned to the OJT contract to increase the number of monitoring visits for the OJT to insure the new provisions are being implemented and that they sufficiently address the issue(s) raised that occasioned the modification.

In the course of monitoring, the Business Services Specialist may discover that a serious violation of the Contract has occurred. In such a case, the Business Services Specialist will immediately report the violation to the Director of Business Services who will immediately suspend the Contract and investigate the violation. Should the violation be confirmed, the Director of Business Services will order the Contract terminated.



ADDENDUM A – PRE-AWARD REVIEW BUSINESS APPLICATION

Trainee:		Job Title:	
Company:		Contract#:	Employer ID #:
Contact Name:		Phone #:	Email:
Address:			
City:	State:	Zipcode:	

FOR OFFICE USE ONLY

Instructions: Please complete all items on this application. To facilitate your review, please prepare this application electronically.

Business Information

Name:				
Address 1:				
Address 2:				
City:	State:	Zip:		
FEIN:	NAICS:	DUNS:		
Previous name of business, if any:				
FEIN, if different:				

Contact Person

Name:				
Title:				
Phone Number:				
Fax Number:				
Email Address:				

Business Background

Has your company relocated from another area in the U. S. within the last 120 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, were there any employees laid off at that former location?	
How long have you been in business in this area?	
How many full-time employees do you have?	
Are any employees on layoff currently?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, how many employees and in what job titles?	



ADDENDUM A – PRE-AWARD REVIEW BUSINESS APPLICATION

Have any WARN notices been filed within the past year?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has your business sought WIA/TGAA or other assistance in connection with past or impending job losses at other facilities during the past year?	<input type="checkbox"/> Yes <input type="checkbox"/> No
What job titles/job descriptions are you seeking to fill with OJT trainees? (use the job description form provided – can attach existing job descriptions in lieu of completing job description section in the form)	
Are all job openings in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are any of the jobs considered for an OJT candidate classified as “independent contractor” positions, or would individuals not be employed by your firm during the entire training period?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are any of the jobs covered by a collective bargaining agreement? (If so, we will need to obtain a letter of concurrence from the union(s))	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is your business currently engaged in any labor disputes with a labor organization?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do any of the jobs pay based upon commissions, tips, piece work or incentives? If yes, please explain:	<input type="checkbox"/> Yes <input type="checkbox"/> No
What percentage of previous trainees, over the last two (2) years, have completed training and been retained by your firm?	
Number of OJT trainees:	
Number of OJT employees retained:	
Percentage retained:	

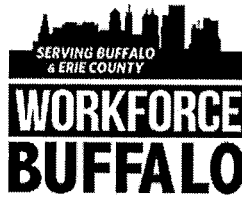
Business Applicant Signature

PRINT NAME

TITLE

SIGNATURE

DATE



ADDENDUM B – OJT EMPLOYER RESPONSIBILITY QUESTIONNAIRE & ATTESTATION

Trainee:		Job Title:			
Company:		Contract#:		Employer ID #:	
Contact Name:		Phone #:		Email:	
Address:					
City:		State:		Zipcode:	

FOR OFFICE USE ONLY

Instructions: Please answer all questions. A “Yes” answer to any part of questions 1-5 requires a written explanation to be prepared on company letterhead, signed by an officer of the company, and attached to the completed questionnaire.

1. Within the past five years, has your firm, any affiliate ⁽¹⁾, any principal, owner or officer or major stockholder (10% or more shares) or any person involved in the bidding or contracting process been the subject of any of the following:
 - a. A judgement or conviction for any business-related conduct constituting a crime under local, state, or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?
 Yes No
 - b. A criminal investigation or indictment for any business-related conduct constituting a crime under local, state, or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct.
 Yes No
 - c. An unsatisfied judgement, injunction or lien obtained by a government agency including, but not limited to, judgements based on taxes owed and fines and penalties assessed by any local, state, or federal government agency?
 Yes No
 - d. Any investigation for a civil violation for any business-related conduct by any local, state, or federal agency?
 Yes No
 - e. A grant of immunity for any business-related conduct constituting a crime under local, state, or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?
 Yes No

Signed original form or fax/PDF must be provided to the WIB office prior to entering into any OJT contract.



ADDENDUM B – OJT EMPLOYER RESPONSIBILITY QUESTIONNAIRE & ATTESTATION

- f. A local, state, or federal suspension or termination from contracting process?
 Yes No

- g. A local, state, or federal contract suspension or termination for cause prior to the completion of the term of contract?
 Yes No

- h. A local, state, or federal denial of a lease or contract award for non-responsibility?
 Yes No

- i. An agreement to voluntary exclusion from bidding/contracting?
 Yes No

- j. An administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract or lease?
 Yes No

- k. A local, state, or federal determination of a willful violation of any prevailing wage law or a violation of any other labor law or regulation?
 Yes No

- l. A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?
 Yes No

- m. A denial, decertification, revocation, or forfeiture of Women’s Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status.
 Yes No

- n. A rejection of a low bid on a local, state, or federal contract for failure to meet statutory affirmative action of MWBE requirements on previously held contract?
 Yes No

- o. A consent order with the New York State Department of Environmental Conservation, or a federal, state, or local government enforcement determination involving a violation of a federal, state or local government laws?
 Yes No

Signed original form or fax/PDF must be provided to the WIB office prior to entering into any OJT contract.



ADDENDUM B – OJT EMPLOYER RESPONSIBILITY QUESTIONNAIRE & ATTESTATION

- p. An Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?
 Yes No
- q. A rejection of a bid on a New York contract or lease for failure to comply with the MacBride Fair Employment Principles?
 Yes No
- r. A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:
- Federal, state, or local health laws, rules, or regulations
 - Unemployment insurance or workers' compensation coverage or claim requirements
 - ERISA (Employee Requirement Income Security Act)
 - Federal, state, or local human rights laws
 - Federal or state security laws
 - Federal INS and Alienage laws
 - Sherman Act or other federal anti-trust laws?
- Yes No
- s. A finding of non-responsibility by an agency or authority due to the failure to comply with the requirement of Tax Law Section 5-a?
 Yes No
2. Has the vendor been the subject of agency complaints or reports of contract deviation received within the past two years for contract performance issues arising out of a contract with any federal, state, or local agency? If yes, provide details regarding the agency complaints or reports of contract deviation received for contract performance issues.
 Yes No
3. Does the vendor use, or has it used in the past five (5) years, an Employee Identification No., Social Security No., Name, DBA, trade name or abbreviation different from that listed on your mailing list application form? If yes, provide the name(s), FEIN(s), and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.
 Yes No

Signed original form or fax/PDF must be provided to the WIB office prior to entering into any OJT contract.



ADDENDUM B – OJT EMPLOYER RESPONSIBILITY QUESTIONNAIRE & ATTESTATION

4. During the past three (3) years, has the vendor failed to file returns or pay any applicable local, state, or federal governmental taxes?

Yes No

If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability:

5. During the past three (3) years, has the vendor failed to file returns or pay New York State Unemployment Insurance?

Yes No

If yes, indicate the years the company failed to file/pay the insurance and the status of the liability:

6. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven(7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates, regardless of the date of filing?

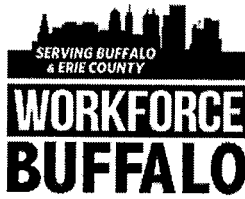
Yes No

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates:

If it is an affiliate, include the affiliate's name and FEIN:

Provide the court name, address and docket number:

Signed original form or fax/PDF must be provided to the WIB office prior to entering into any OJT contract.



ADDENDUM B – OJT EMPLOYER RESPONSIBILITY QUESTIONNAIRE & ATTESTATION

Indicate if the proceedings have been initiated, remain pending or have been closed:

If closed, provide the date closed:

¹“Affiliate” meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity’s daily operations, that entity will be an “affiliate” for the purposes of this questionnaire.



ADDENDUM B – OJT EMPLOYER RESPONSIBILITY QUESTIONNAIRE & ATTESTATION

ATTESTATION FORM / CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions to make a determination regarding the award of a contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which is may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate, and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor’s business and operations;
- Understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- Is under a duty to notify the procuring State Agency of any material changes to the vendor’s responses herein prior to the State Comptroller’s approval of the contract.

NAME OF BUSINESS

SIGNATURE OF OFFICER

ADDRESS

DATE

CITY, STATE, ZIP

TYPED NAME AND TITLE

Principal place of business if different from address above (include complete address)

Signed original form or fax/PDF must be provided to the WIB office prior to entering into any OJT contract.



ADDENDUM C – OJT BUSINESS DATA SHEET

Trainee:		Job Title:	
Company:		Contract#:	Employer ID #:
Contact Name:		Phone #:	Email:
Address:			
City:	State:	Zipcode:	

FOR OFFICE USE ONLY

Company Information

Company Name:			
Type of Business and Main Product:			
FEIN:	NAICS:	DUNS:	
Legal Status	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship
	Other (Identify):		
Minority Ownership:	<input type="checkbox"/> Yes	Number of years business in operation:	
	<input type="checkbox"/> No		
Women Owned:	<input type="checkbox"/> Yes	How long in this location?	
	<input type="checkbox"/> No		
Worker's Compensation Insurance Company:	Name:		
	Policy Number:		Coverage Dates:
List Unions and Name of Representatives:			
Has this employer participated in funded OJT contracts in the past?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "YES", please identify:</i>			
Number of Contracts:		Number of Trainees:	Funding Sources:
Retention/Outcomes:			

Workforce Information

Total Workforce:		Turnover Last Year:		Workforce at Training Site:		Ratio of Trainees to Employees:	
Pay Schedule:	<input type="checkbox"/> Weekly	<input type="checkbox"/> Bi-Weekly		<input type="checkbox"/> Semi-Monthly	<input type="checkbox"/> Other (Specify)		
Pay Day:				Period Covered:			
Employee Performance Reviews are Completed:	<input type="checkbox"/> 6-months	<input type="checkbox"/> Annually		<input type="checkbox"/> Other (Specify)			
Which of the following are required at the time of hire?	<input type="checkbox"/> Driver's License		<input type="checkbox"/> Chauffeur's License	<input type="checkbox"/> Own Transportation			
Is public transportation available at the worksite?	<input type="checkbox"/> Yes <input type="checkbox"/> No		Is the worksite handicap accessible?	<input type="checkbox"/> Yes <input type="checkbox"/> No			



ADDENDUM C – OJT BUSINESS DATA SHEET

Company Policy Information

<i>Does the company have the following (if "YES", please attach copies for verification.)</i>			
Apprenticeship Training Program	<input type="checkbox"/> Yes <input type="checkbox"/> No		
EEO/Affirmative Action Plan	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Written Grievance Procedures	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Personnel Policies and Procedures	<input type="checkbox"/> Yes <input type="checkbox"/> No		
When are these company policies reviewed with employees?	<input type="checkbox"/> Upon hire	<input type="checkbox"/> First day of work	<input type="checkbox"/> Other (specify)
Are policies reviewed individually or within group setting (i.e. orientation)?	<input type="checkbox"/> Individually		<input type="checkbox"/> Group Setting

Employee Benefits Information

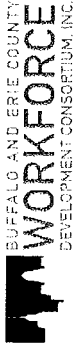
<i>The trainee must be provided benefits to the same extent as the employer's regular employees. Please indicate the benefits to be provided.</i>					
<input type="checkbox"/>	Medical Insurance	%paid by employee:		Available:	
<input type="checkbox"/>	Life Insurance	%paid by employee:		Available:	
<input type="checkbox"/>	Holiday Leave	%paid by employee:		Available:	
<input type="checkbox"/>	Sick Leave	%paid by employee:		Available:	
<input type="checkbox"/>	Vacation Leave	%paid by employee:		Available:	
<input type="checkbox"/>	Retirement Benefits	Type:		Available:	
		%paid by employee:			
		Employer Match	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/>	Other (specify)				

Authorized Signatory(s) information

Name & title of official authorized to sign contracts & modifications	
Name & title of official authorized to sign timesheets	

Other Company Contact Information

Name & title of accounts payable representative	
Name & title of human resource representative	



ADDENDUM D – OJT INDIVIDUAL TRAINING PLAN

Trainee:	Job Title:		
Company:	Contract#:	Employer ID #:	
Contact Name:	Phone #:	Email:	
Address:	State: Zip:		
City:			

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Funding: Adult DW NEG Youth Other:

Section 1: Contact and OJT Information – complete the contact information for the Employer and the Trainee.

Employer Name:	Type of Business:		
Contact Person:	Email:	Telephone #:	
Trainee Name:	Email:	Telephone #:	
Statement of Training Need:			
Beginning Date:	End Date:	Total Training Hours:	
Hourly Wage Rate: \$	Reimbursement Rate: %	Maximum Reimbursement: \$	
Training Supervisor:	Email:	Telephone #:	
Primary Trainer:	Secondary Trainer:		
Others Providing Training:			

Section 2: Occupational Information – Complete the occupational information of the Trainee’s skill level

Job Title:	O*Net Soc #:	Hours/Week:
Supervisor:		
Job Description:		
Required Job Skills for Occupation		
1. Job Skill Needed:	Starting Capability: Date Measured: <input type="checkbox"/> Not Skilled <input type="checkbox"/> Some Skill <input type="checkbox"/> Skilled	

ADDENDUM D – OJT INDIVIDUAL TRAINING PLAN

2. Job Skill Needed:	<input type="checkbox"/> Not Skilled <input type="checkbox"/> Some Skill <input type="checkbox"/> Skilled
3. Job Skill Needed:	<input type="checkbox"/> Not Skilled <input type="checkbox"/> Some Skill <input type="checkbox"/> Skilled
4. Job Skill Needed:	<input type="checkbox"/> Not Skilled <input type="checkbox"/> Some Skill <input type="checkbox"/> Skilled
5. Job Skill Needed:	<input type="checkbox"/> Not Skilled <input type="checkbox"/> Some Skill <input type="checkbox"/> Skilled
6. Job Skill Needed:	<input type="checkbox"/> Not Skilled <input type="checkbox"/> Some Skill <input type="checkbox"/> Skilled

Section 3: Training Information: Complete the training outline and estimated time for each skill.

Skills To Be Learned:	Training Methodology	Estimated Training Hours	End Capability Date Measured
1. Skill To Be Learned:	<input type="checkbox"/> Demonstration <input type="checkbox"/> Explanation <input type="checkbox"/> Classroom <input type="checkbox"/> Other _____	Estimated Training Hours:	<input type="checkbox"/> Beginning <input type="checkbox"/> Intermediate <input type="checkbox"/> Skilled
2. Skill To Be Learned:	<input type="checkbox"/> Demonstration <input type="checkbox"/> Explanation <input type="checkbox"/> Classroom <input type="checkbox"/> Other _____	Estimated Training Hours:	<input type="checkbox"/> Beginning <input type="checkbox"/> Intermediate <input type="checkbox"/> Skilled

ADDENDUM D – OJT INDIVIDUAL TRAINING PLAN

3. Skill To Be Learned:	<input type="checkbox"/> Demonstration <input type="checkbox"/> Explanation <input type="checkbox"/> Classroom <input type="checkbox"/> Other _____	Estimated Training Hours:	<input type="checkbox"/> Beginning <input type="checkbox"/> Intermediate <input type="checkbox"/> Skilled
4. Skill To Be Learned:	<input type="checkbox"/> Demonstration <input type="checkbox"/> Explanation <input type="checkbox"/> Classroom <input type="checkbox"/> Other _____	Estimated Training Hours:	<input type="checkbox"/> Beginning <input type="checkbox"/> Intermediate <input type="checkbox"/> Skilled
5. Skill To Be Learned:	<input type="checkbox"/> Demonstration <input type="checkbox"/> Explanation <input type="checkbox"/> Classroom <input type="checkbox"/> Other _____	Estimated Training Hours:	<input type="checkbox"/> Beginning <input type="checkbox"/> Intermediate <input type="checkbox"/> Skilled
6. Skill To Be Learned:	<input type="checkbox"/> Demonstration <input type="checkbox"/> Explanation <input type="checkbox"/> Classroom <input type="checkbox"/> Other _____	Estimated Training Hours:	<input type="checkbox"/> Beginning <input type="checkbox"/> Intermediate <input type="checkbox"/> Skilled
LIST SUPPLIES AND TOOLS NEEDED FOR TRAINING:			

Section 4: Authorized Signatures

All parties agree to provide or obtain training for the skills outlined in this Training Plan.

EMPLOYER SIGNATURE	OJT PROVIDER SIGNATURE
PRINT NAME/TITLE	PRINT NAME/TITLE
DATE	DATE

ADDENDUM D – OJT INDIVIDUAL TRAINING PLAN

TRAINING PLAN INFORMATION AND INSTRUCTIONS

Training Plans are used to outline the specific skill requirements for on-the-job training (OJT). They are also used as the assessment tool to document which skills the Trainee lacks at the start of the training and to measure skill attainment during the course of the training.

Job Description: A job description may be obtained from the Employer or the OJT Provider may assist the employer in writing a job description, thus providing a “value-added” for the employer. For assistance in writing a job description you may use the tasks and activities provided at the CareerOneStop Job Description Writer (www.careerinfonet.org/jobwriter/). Please modify these descriptions to be specific to the employer’s needs for the occupation.

Skill Requirements: List the skills needed to perform the job to the standards specified by the Employer. Record skills as specifically and briefly as possible. For assistance in writing skill requirements you may use the tasks and activities provided at)*NET OnLine (<http://online.onetcenter.org>). Please modify these skills to be specific to employer’s needs for the occupation. (Type of tools or software used).

Trainee’s Starting Capability: Used to assess the trainee’s skill level near the beginning of the training period and to document skill deficiencies which will be addressed through training. The skills gap can be addressed in the list of “Skills to be learned.” The “Starting” and the “Ending Capability” scores are based upon an interview with the Trainee’s supervisor or by utilizing another skill assessment method used by the employer.

Trainee’s Ending Capability: Record the date on which the “Ending Capability” assessment is made and the skill level which has been obtained using the following rating scale:

1. Beginning – Can only do simple parts of the task.
2. Intermediate – Can do most parts of the task.
3. Skilled – Meets the Employer’s standard for the task.

Training Length:

- a. The OJT Provider, working with the Employer, determines the job title for the position to be trained for, referencing O*NET OnLine (<http://online.onetcenter.org>).
- b. From O*NET OnLine, Job Zone/SVP parameters are obtained. Use these parameters as a beginning guide to determine the length of training.
- c. The OJT Provider considers the trainee’s past work experience, knowledge, and skills gap to assist in determining the length of training.
- d. An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant’s individual employment plan.
- e. It may be necessary to deviate from the training schedule, depending on the trainee’s ability to gain and retain knowledge of the various tasks within the occupation. If there is disruption of the planned training period through no fault of the trainee or the employer, provide modifications in writing with the Training Plan Modification Template.

ADDENDUM E – ON THE JOB TRAINING CONTRACT

Trainee:		Job Title:	
Company:		Contract#:	Employer ID #:
Contact Name:		Phone #:	Email:
Address:			
City	State	Zip	

BUFFALO AND ERIE COUNTY WORKFORCE DEVELOPMENT CONSORTIUM, INC. (WDC)
And

(Name, Address and Phone Number of Company / Organization "The contractor")

ON THE JOB TRAINING COST SUMMARY					
EMPLOYEE JOB TITLE	TRAINEE NAME	REIMBURSEMENT WAGE/HOUR	NUMBER OF TRAINING HOURS	RATE	TOTAL
XXXX	XXXXX	\$XX.XX	xxxx	XX%	\$XXXX.XX

These parties hereto agree that the training period of the employee(s) trained under this Agreement shall begin on or after _____ and shall end no later than _____ and shall not exceed the number of training hours authorized by the Buffalo and Erie County Workforce Development Consortium, Inc. (WDC) Director of Business Services. No individual(s) shall be trained for any job title identified under this Agreement prior to the beginning date of this Agreement, or prior to their being certified eligible to participate in this program. The WDC reserves the right to reduce the amounts above to an amount sufficient for the anticipated cost of training that will be completed by the end date and invoiced in accordance with Provisions fourteen (14) and fifteen (15) of this Contract. The WDC will notify the contractor in writing of any such change in the amounts obligated herein.

The undersigned representatives of the Contractor and the WDC agree to comply with and adhere to this Contract, including its Provisions and Attachments, which are hereby incorporated and made a part of this Contract.

Contractor Certification

IN WITNESS WHEREOF, the Contractor has caused this instrument to be signed by its duly authorized
(Title) _____

(Please print name)

(Signature) (date)

(Notary)
(Commissioner of Deeds)

WDC Certification

IN WITNESS WHEREOF, the WDC has caused this instrument to be signed by its duly authorized

Administrative Director

Lavon Stephens

(Please print name)

(Signature) (date)

(Notary)
(Commissioner of Deeds)

ADDENDUM E – ON THE JOB TRAINING CONTRACT

Is / Are the job title(s) listed in this Agreement covered under a Collective Bargaining Agreement?

Yes _____

No _____

If **yes, the undersigned** representative of the Collective Bargaining Unit concurs with the provisions of this On-The-Job Training Contract.

Collective Bargaining Unit Name:

Representative Name: _____

Signature: _____

Date: _____

Funds for job training under this contract have been made available to the Buffalo and Erie County Workforce Development Consortium, Inc. (WDC) through the Workforce Innovation and Opportunity Act (WIOA), or other sources. WIOA enables the WDC to provide employers with payments to help offset the costs of training employees on the job. WIOA eligible trainees are hired by the employer who provides them with training in accordance with a written agreement and approved training outline. WIOA or other funds are then provided to the employer under the terms of this agreement to cover part of the cost of training the employee through the WDC. The WDC has been designated by the Erie County Executive and the Mayor of the City of Buffalo as the Grant Sub-recipient and Fiscal Agent for Workforce Investment Act funds in Buffalo and Erie County.

PROVISION

- 1.) The parties hereto agree that the Contractor shall provide all on the job training for the job title(s) listed in this Agreement and shall furnish all instruction, supervision, materials, equipment and supplies necessary to insure the proper and adequate training of the employee(s) hired under this Agreement.
- 2.) The Contractor agrees to provide supervision and training to any employee(s) under this Agreement in accordance with the request for on-the-job training authorization, attached as Attachment A, and made a part of this agreement.
- 3.) The Contractor agrees to provide this training at the site as authorized by the WDC Director of Business Services.
- 4.) The parties agree that (an) employee(s) will be hired and begin training within 5 days of the beginning date of this Agreement. If an employee(s) is/are not hired for the job title(s) listed in the Agreement within 5 days of the beginning date of the Agreement, a new contract must be executed to cover any of the remaining position(s) if they are to be filled.
- 5.) The Contractor agrees to place any employee(s) trained under this Agreement on the Contractor's regular payroll and agrees to provide the employee(s) hired under this agreement with the same benefits and privileges offered to similarly employed individuals within the Contractor's company/organization.
- 6.) The Contractor certifies that no trainee under this contract shall be employed in the construction, operation, or maintenance of any facility that is used, or will be used, for sectarian instruction or a place of religious worship, or in any secretarial, clerical, maintenance or tutoring assignments involving any sectarian activities or duties. Additionally, no trainee shall be placed in any capacity at any workstation or free

ADDENDUM E – ON THE JOB TRAINING CONTRACT

any other person for the performance or rendering of such duties.

- 7.) The Contractor certifies that no person shall be excluded from participation in this training, be denied benefits, or be subjected to discrimination in employment because of race, color, religion, gender, national origin, age, disability, material status, or past convictions (unless the conviction is related to the prospective job.)
- 8.) The Contractor agrees to maintain adequate records, including payroll and attendance records for any employee(s) hired under this Agreement, and to make such records available for review by the WDC, its agents or funding sources.
- 9.) The Contractor agrees to comply with all applicable employment-related federal, state and local rules, regulations, and policies including those governing safety and health, payment of worker's compensation, and job-training program funded under WIOA.
- 10.) The Contractor agrees to inform any employee(s) hired under this Agreement of the grievance procedures followed by the Contractor. If no grievance procedures are in place, the Contractor understands that any employee hired under this Agreement has the right to follow the grievance procedures of the WDC. Disputes between the contractor and the WDC may also be resolved through the WDC and/or WIOA grievance procedures.
- 11.) The Contractor certifies that there is a reasonable expectation of continued employment within the Contractor's company/organization for persons successfully completing the training period of the job title(s) listed in the Agreement.
- 12.) The Contractor shall notify the WDC, in writing, of the voluntary or involuntary termination or lay off of any of the employee(s) trained under Agreement within five (5) working days of such termination.
- 13.) The Contractor certifies that no employee(s) trained under this Agreement will take the place of any employee(s) of the Contractor's company/ organization who is/are on lay-off.
- 14.) The WDC agrees to pay all properly incurred costs to the Contractor as provided for under the heading ON THE JOB TRAINING COST SUMMARY. Reimbursement of wages will be made to the Contractor upon submission of properly executed invoices using the invoice form shown in Attachment B or other form approved by the WDC.
- 15.) The Contractor understands that failure to submit a final invoice within forty-five (45) calendar days either of the completion of the training or of the termination of an employee(s) covered under this agreement will result in the forfeiture of the of balance of the payment due under this agreement to the contractor.
- 16.) The Contractor further agrees to post all employment opportunities at their company with the WDC for the period of one (1) year from the initiation of this contract. The WDC will identify and refer appropriate candidates for these positions to the Contractor for employment consideration. This will be done at no cost to the Contractor who will retain the right to determine whether further action on each referral is appropriate.
- 17.) The parties agree that this contract may be terminated at any time due to failure of the Contractor to adhere to any of the provisions of this Contract, or at the sole discretion of the WDC.
- 18.) When hiring under a qualified job-training program funded in whole or in part by the U.S. Department of Labor, the Contractor agrees to give priority status to equally qualified veterans and spouses of certain veterans.

ADDENDUM E – ON THE JOB TRAINING CONTRACT

- 19.) The Contractor agrees that when using WIOA funds to purchase any equipment, goods or products, to the greatest extent practicable, equipment, goods and products manufactured in the USA will be purchased.
- 20.) The Contractor agrees that this OJT contract will not infringe in any way upon the promotional opportunities of current employees not involved OJT.
- 21.) The Contractor agrees that funds provided under this contract to reimburse the costs associated with OJT will not be used to assist, promote or deter union organizing.
- 22.) The Contractor agrees that training activities provided under this contract will not impair an existing contract for services or collective bargaining agreement, and/or no activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without written concurrence of the labor organization and the business.
- 23.) The Contractor agrees that no member of the OJT employee's immediate family will directly supervise the OJT employee, nor will the trainee supervise an immediate family member. For the purpose of this contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or persons bearing the same relationship to the OJT employee's spouse.
- 24.) The Contractor agrees to provide a Drug Free Workplace by implementing the provisions at 29 CFR 94 pertaining to a Drug Free Workplace.
- 25.) The Contractor agrees that funds provided under this contract to provide specific training to a specific individual will not be used to pay salaries or bonuses of any other person
- 26.) The Contractor agrees and is clear that if one person quits before completing the training period, the balance of the monies cannot be shared by the other trainee.

Funding for this contract is provided by the United States Department of Labor, which requires the following certifications:

A. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this action by any Federal department or agency. Where the Contractor is unable to certify to any of the statements in this certification, the contractor shall attach an explanation to this contract.

B. Certification Regarding Lobbying.

Contractor certifies to the best of his/her knowledge and belief that:

No Federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, loan, grant or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, or another Federal

ADDENDUM E – ON THE JOB TRAINING CONTRACT

contract, loan, grant or cooperative agreement, the Contractor shall complete and submit a Disclosure Form to Report Lobbying.

C. Certification Regarding Clean Air Act and the Federal Water Pollution Act, as amended.

Contractor certifies that if the amount of this Contract is in excess of \$100,000.00, Contractor will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Act, as amended (33 U.S.C. §1251 et eq.).

D. Energy Policy and Conservation Act

Contractor certifies that it will comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S. C. 6201).

E. Certification Regarding Construction Contracts.

Contractor certifies that if this contract involves construction services financed in whole or in part with loans or grants from the United States, Contractor will comply with the Copeland Anti-Kickback Act (18 USC §874), the Davis Bacon Act (40 USC §276a to a7) and the Contract Work Hours and Safety Standards Act (40 USC §327-333), and the applicable regulations thereunder.

E. Certification Regarding Rights to Inventions under a Federal Funding Agreement under 37 CFR Section 401.2

Contractor certifies that if this Contract is a federal funding agreement, Contractor will comply with the “Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements (37 CFR Part 401.2 (a)), and the applicable regulations thereunder.

F. Certification Regarding Procurement of Recovered Materials under the Solid Waste Disposal Act.

Contractor certifies that if this Contract is for the procurement of recovered materials, Contractor will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the applicable regulations thereunder.

For more information regarding this Agreement, please contact:

**Buffalo and Erie County Workforce Development Consortium, Inc.
Business Services Division
(716) 819-9845**



ADDENDUM F – OJT CONTRACT MODIFICATION

Trainee:		Job Title:			
Company:		Contract#:		Employer ID #:	
Contact Name:		Phone #:		Email:	
Address:					
City:		State:		Zip:	

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Section 1: Contact Information

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

OJT Provider:	Buffalo and Erie County Workforce Development Consortium, Inc.
Contact Person:	
OJT Address:	
Telephone #:	
Email:	
Fax #	

Employer Name:	
Account # or FEIN:	
Employer Address:	
Contact Person:	
Telephone #:	
Email:	
Fax:	

Section 2: Current Training Data

Complete the blanks with information about the trainee's data.

Trainee Name:			
Trainee Social Security Number			
Trainee Job Title			
O*NET Soc #:			
Hourly Wage:			
Reimbursement Rate:			
Maximum Training Hours:		Maximum Reimbursement:	



ADDENDUM E – FORM 2 OJT CONTRACT MODIFICATION

Section 3: Modification Description

Complete this section with specific details that modify changes to the contract.

This Modification incorporates the following changes:

Section 4: Signatures

I hereby agree to the changes set forth in this modification. All other terms and conditions remain in full force and effect.

Authorized Signatures:

[Company's Name]

**Buffalo and Erie County Workforce
Development Consortium, Inc.**

By:

SIGNATURE

PRINT NAME

TITLE:

DATE

By:

SIGNATURE

PRINT NAME

TITLE

DATE

On this _____ day of _____, 20__ before me the subscriber, personally appeared to me known, who being by me duly sworn, did depose and say that he (she) resides in _____, New York; that he is the _____ of the corporation described herein and which executed the foregoing instrument that he (she) is the representative of the corporation described in and who executed the foregoing instrument, and he(she) duly acknowledges to me the execution of the same.

STATE OF NEW YORK
COUNTY OF ERIE SS.:
CITY OF BUFFALO

ADDENDUM F – OJT CONTRACT MODIFICATION

Trainee:		Job Title:		
Company:		Contract#:		Employer ID #:
Contact Name:		Phone #:		Email:
Address:				
City:		State:		Zip:

FOR OFFICE USE ONLY

Section 1: Contact Information

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

OJT Provider:	Buffalo and Erie County Workforce Development Consortium, Inc.
Contact Person:	
OJT Address:	
Telephone #:	
Email:	
Fax #	

Employer Name:	
Account # or FEIN:	
Employer Address:	
Contact Person:	
Telephone #:	
Email:	
Fax:	

Section 2: Current Training Data

Complete the blanks with information about the trainee's data.

Trainee Name:			
Trainee Social Security Number			
Trainee Job Title			
O*NET Soc #:			
Hourly Wage:			
Reimbursement Rate:			
Maximum Training Hours:		Maximum Reimbursement:	

ADDENDUM G – OJT TRAINEE MONITORING REPORT

Trainee:		Job Title:		
Company:		Contract#:		Employer ID #:
Contact Name:		Phone #:		Email:
Address:				
City:		State:		Zip:

FOR OFFICE USE ONLY

Trainee Information

1. Did you receive a company orientation and explanation of the OJT program? Yes No
2. Are you receiving the same fringe benefits as other employees? Yes No
3. Is necessary equipment, tools & supervision available to do your job? Yes No
4. Do you have a copy of your training plan and is it being followed? Yes No
5. Do you sign and keep time records? Yes No
6. Does the worksite and working conditions appear safe and sanitary? Yes No
7. Are you aware of the internal grievance procedure? Yes No
8. Have you had to use the procedure? Yes No
9. If yes, what was the result?

10. What was your hourly wage when you started? \$_____ Now \$_____
11. How many hours per week are you working? _____
12. Describe your duties :

13. Does the participant have any recommendations for improvement to the program?

Signatures

TRAINEE SIGNATURE

DATE

MONITOR SIGNATURE

DATE

ADDENDUM H – OJT EMPLOYER MONITORING REPORT

Trainee:		Job Title:			
Company:		Contract#:		Employer ID #:	
Contact Name:		Phone #:		Email:	
Address:					
City:		State:		Zip:	

FOR OFFICE USE ONLY

Trainee Information

1. Is the participant receiving the same fringe benefits as other employees? Yes No
2. Is the training outline being followed? Yes No
3. Are the necessary equipment, tools, & supervision available? Yes No
4. Have prior monitoring reports & corrective action plans (if any) been addressed? Yes No
5. Are there any new constraints affecting the company that could prevent the OJT contract from reaching its scheduled conclusion? Comments: Yes No
6. Has there been any attendance, punctuality, or disciplinary problems? Comments: Yes No
7. Is the OJT trainee making adequate progress towards training goals? Comments: Yes No
8. Are there any other issues or concerns? Comments: Yes No
9. Describe any corrective actions you have or will implement to address above mentioned issues/concerns? Yes No
10. Is the Employer satisfied with the services provided by the OJT program? Yes No
11. Does the Employer have any recommendations for improvement to the program? Yes No
(Please complete on backside of report)

Business Applicant Signature

COMPANY REPRESENTATIVE

DATE

MONITOR

DATE

ADDENDUM I – ON THE JOB TRAINING FUNDING OPTIONS

	Workforce Innovation and Opportunity Act (WIOA)	WIOA OJT National Emergency Grants (NEG)	Trade Adjustment Assistance (TAA)
Training Eligibility	Adults Dislocated Workers Older Youth	NEG-OJT funds may be available through the NYS DOL for long-term Dislocated Workers. For current funding availability and eligibility requirements, contact the WDC Business Services Specialist or OJT-NEG@labor.ny.gov	Trade-affected workers who have been determined as entitled for TAA by NYS DOL.
Wage Reimbursement Rates for Businesses	WIOA provides for reimbursement of up to 50% of the wage rate of the participant.	Wage reimbursement is based on number of employees of a business. For eligible reimbursement rates, contact the WDC Business Services Specialist or OJT-NEG@labor.ny.gov	Reimbursement may not average more than 50% of the wages paid by the business to such trainee during the training period.
Reimbursement Caps	No reimbursement limit imposed under federal statute or regulations. Local policy may establish caps.	Wage reimbursement cannot be calculated at a wage higher than the current average wage rate for the state. Contact OJT-NEG@labor.ny.gov for the current wage rate.	OJT programs up to 52 weeks are capped at \$10,000. Programs in excess of 52 weeks and up to 104 weeks are capped at \$20,000.
Duration of Training	No duration limit specified under Federal statute/regulation. Local policy may impose limits.	USDOL/ETA sets the limits on OJT-NEG funding (often a 6-month period). See the WDC Business Services Specialist for more information.	OJT is limited to 104 weeks
Special Conditions		May be developed with private for-profit and not-for-profit businesses, but not with public sector entities	OJT cannot be approved for Adversely Affected Incumbent Workers.