



# Lorain County

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## OJT Non-Financial Agreement

This agreement is between \_\_\_\_\_ (Employer) and the Lorain County Workforce Development Agency (LCWDA), a department of the Lorain County Board of Commissioners, that provides oversight to the operation of OhioMeansJobs - Lorain County (OMJ - Lorain County). Funding is made available to assist businesses in training and retaining a skilled, productive workforce.

This agreement is effective on \_\_\_\_\_ and shall remain in effect through \_\_\_\_\_, or until all training plans initiated prior to \_\_\_\_\_ are completed.

The Employer will be paid up to \$3000.00 per Trainee or 50% of each Trainee's gross earning during the Training Period, whichever is less. One half of the payment (up to \$1500.00) will be made when training is completed if the Trainee is still employed and is still expected to work at least thirty hours each week. The second half of the payment (up to \$1500.00) will be made at the end of an additional Retention Period of three months. LCWDA must approve all Trainees and the Training Outlines prior to the beginning of the training period. Payments may be requested on the day Training is completed and when the Retention Period is completed. Payment must be requested within thirty (30) calendar days after the end of the Training or Retention Period using the OJT Invoice form. Late invoice submission may void payment rights. A representative from OMJ - Lorain County will help prepare invoices if needed.

OJT rules are on the reverse side of this agreement and are included by reference, and any Training Outlines are also included in this agreement by reference. This agreement may be modified, in writing, at any time.

Material deviations from this agreement, Training Outlines or OJT rules may void the right to reimbursement or require repayment by the Employer of funds previously received from the LCWDA.

The Employer and the LCWDA agree to all the terms in this OJT agreement by signing below.

**Employer:**

**Lorain County Workforce Development Agency**

Business Name: \_\_\_\_\_

Name \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

# OJT Rules

## **KEY PAYMENT DEFINITIONS:**

**Training Completion:** Training is complete when the Training Period is over and the measure of attainment indicates all skills were attained. An OhioMeansJobs - Lorain County (OMJ - Lorain County) representative will help with training design.

**Trainee Gross Pay:** These are the amounts earned by the Trainee for work performed during the training period. Pay does not include fringe benefits which are not included in the pay check.

**Retention Period:** Retention occurs ninety (90) days after training completion, if the Trainee is still working at least thirty (30) hours per week. Gaps in employment of fourteen (14) days or more during the Retention Period shall extend the retention time by the same number of days as the gap. However, gaps of ninety (90) days or more shall void the right to the retention payment.

Contact your OMJ - Lorain County representative if a Trainee quits or gets fired. OMJ - Lorain County will work with you to find a qualified replacement and prevent a reoccurrence. You may also qualify for partial or full payment.

## **APPLICABLE LAWS AND RULES:**

1. The Employer shall comply with all applicable Federal, State, and local laws, rules and regulations, which deal with or relate to employment, including but not limited to the Fair Labor Standards Act, as amended.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or his or her status as a Trainee.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds or other funds in connection with work that would otherwise be performed.
6. The Employer must have an established grievance procedure regarding the terms and conditions of employment.
7. The Employer shall notify the OMJ - Lorain County in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.

## **TRAINEES:**

1. Only those persons certified as eligible by OMJ - Lorain County will be trained under this OJT agreement.
2. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
3. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.

## **TRAINEE WAGES AND BENEFITS:**

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Outline.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees.
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees similarly employed.

## **RECORDS:**

1. The Employer shall maintain, preserve and make available records to support OJT payments until three (3) years after final payment under this OJT agreement. If any litigation, audit or claim has been initiated, the records will be maintained until a final determination has been made.
2. The Employer agrees that authorized representatives of OMJ - Lorain County shall be given reasonable access to facilities and records.
3. The Employer will report OJT hires and terminations to OMJ - Lorain County.

## **AGREEMENT TERMINATION:**

The performance of work under this agreement may be terminated by the Lorain County Workforce Development Agency or the Employer for good cause or convenience.

# OJT TRAINING OUTLINE

OJT # \_\_\_\_\_

Training Outline # \_\_\_\_\_

COMPANY INFORMATION:			
Employer/Company Name: <b>XYZ Company, Inc.</b>			Date: <b>November 16, 2015</b>
TRAINEE INFORMATION:			
Trainee Name: <b>Bill E. Smith</b>		Trainee's Supervisor: <b>Calvin Williams</b>	
Trainee Job Title: <b>Machine Operator</b>		Phone: <b>(440) 999-9999</b>	
O*NET Code: <b>51-4041.00</b>	SVP: <b>6.0 &lt; 7.0</b>	Supervisor's E-Mail: <b><a href="mailto:calvin@aol.com">calvin@aol.com</a></b>	
Hourly Rate: <b>\$10.00/ hour</b>	Hours/Week: <b>40</b>		
Total Training Hours: <b>1040</b>		Total Training Cost: (\$10 x 1040 = \$10,400) <b>Max. \$3,000.00</b>	
Training Period: <b>Start: 11/17/15 End: 5/19/2016</b>		Date of Hire:	

TRAINING OUTLINE:				
Knowledge, Skills or Competencies to be achieved	Measurement of Attainment	Possesses Skill/Knowledge Yes/No		Approximate Length of Training Required for Each Skill
		Beginning	Ending	
Position, align, fit, and weld parts to form complete units or subunits, following blueprints and layout specifications, and using jigs, welding torches, and hand tools.	Oversight and verification of skill by Supervisor and Lead Operator.	No		200 Hours
Verify conformance of workpieces to specifications, using squares, rulers, and measuring tapes.	Oversight and verification of skill by Supervisor and Lead Operator.	No		120 Hours
Tack-weld fitted parts together.	Oversight and verification of skill by Supervisor and Lead Operator.	No		80 Hours
Lay out and examine metal stock or workpieces to be processed to ensure that specifications are met.	Oversight and verification of skill by Supervisor and Lead Operator.	No		80 Hours
Align and fit parts according to specifications, using jacks, turnbuckles, wedges, drift pins, pry bars, and hammers.	Oversight and verification of skill by Supervisor and Lead Operator.	No		80 Hours
Locate and mark workpiece bending and cutting lines, allowing for stock thickness, machine and welding shrinkage, and other component specifications.	Oversight and verification of skill by Supervisor and Lead Operator.	No		80 Hours
Study engineering drawings and blueprints to determine materials requirements and task sequences.	Oversight and verification of skill by Supervisor and Lead Operator.	No		80 Hours
Set up and operate fabricating machines, such as brakes, rolls, shears, flame cutters, grinders, and drill presses, to bend, cut, form, punch, drill, or otherwise form and assemble metal components.	Oversight and verification of skill by Supervisor and Lead Operator.	No		320 Hours

Funding for training is authorized when the OJT Training Outline is signed below by the Employer, the Trainee and OhioMeansJobs Lorain County Representative. All OJT agreement terms and conditions, plus the Training Outline Instructions, apply to this Training Outline.

<b>Employer:</b>	<b>OhioMeansJobs Lorain County:</b>	<b>Trainee:</b>
_____	_____	_____
Authorized Signature	Authorized Signature	Trainee Signature
Date	Date	Date
_____	_____	_____
Name	Name	Name
Title	Title	Title



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## OJT INVOICE

Employer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Trainee's Name: \_\_\_\_\_

Training Period:      Begin Date \_\_\_\_\_      End Date \_\_\_\_\_

**Total Gross Wages Paid** to the Trainee for work performed during the **Training Period** (include regular and overtime hours worked at "straight time" wages, do not include holiday pay, vacation pay, or any other paid time off):

**NOTE: Wages should not exceed the amount used to determine Total Training Cost approved on Training Outline.**

\$ \_\_\_\_\_

### Training Payment:

Payment is requested in the amount of \$ \_\_\_\_\_ for completion of Training (one fourth of the gross wage amount shown above or \$1,500 whichever is less).

### Retention Period:

Payment is requested in the amount of \$ \_\_\_\_\_ for completion of the Retention Period (one fourth of the gross wage paid during the Training Period or \$1,500 whichever is less).

I certify that \_\_\_\_\_ (Trainee name) has completed Training and/or Retention, is still employed, is expected to work at least thirty (30) hours each week and has been paid wages owed. List any gaps in employment during the retention period: \_\_\_\_\_ (days). If the gap exceeds fourteen (14) days, the retention period has been extended for an equal number of days.

Employer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

### OMJ Lorain County Representative

Gross wages have been verified by (check appropriate box):

Time sheets       Payroll records       Paycheck stubs       Other (list): \_\_\_\_\_

Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_