

On-the-Job Training Policy

Effective: July 1, 2018 (Revised: March 25, 2020)

Purpose: To document Oswego County's policies and procedures for conducting On-the-Job Training under the Workforce Innovation and Opportunity Act (WIOA).

Background: Current economic conditions make OJT a desirable solution for both businesses and job seekers. For businesses, OJT helps accelerate hiring by offsetting the cost of training a new employee, or upgrading an existing employee. For jobseekers, OJT provides an opportunity to earn income while learning skills desired in the current labor market.

References: WIOA Final Rule sections 680.700 - 680.850; WIOA 20 CFR 680.700-680.750; WIOA Section 134(c)(3)(h); Trade Act Section 236 [19 USC section 2296]; Workforce Development System Technical Advisory #10-15.2.: TEGL 3-15.

Policy:

The Oswego County Workforce Development Board will make On-the-Job Training (OJT) available to assist businesses to offset the costs of training new employees, and to provide job seekers with an opportunity to learn new skills while earning a paycheck. Oswego County Workforce New York (OCWNY), acting as the Local Workforce Development Area (LWDA), will operate OJT consistent with the requirements outlined in WIOA regulations and Workforce Development System Technical Advisory #10-15.2. The OJT policy will encompass local and statewide (i.e. OJT National Emergency Grant) OJT initiatives and the Trade and Globalization Adjustment Assistance (TGAA). The LWIOA provisions & assurances outlined in Attachment A are consistent with Technical Advisory #10-15.2 and will be included with all OJT contracts.

On-the-Job Training (OJT) is training provided by an employer to a paid participant while engaged in productive work in a job that:

- Provides knowledge or skills essential to the full and adequate performance of a job
- Provides reimbursement to the employer of up to 50% of the wages paid to a participant, to a maximum of \$12.50 per hour (for a position up to \$25 hour) in reimbursement per trainee to the business/employer, for the extraordinary cost of providing the training and additional supervision related to the training
- Is limited in duration as appropriate to the occupation for which the OJT participant is being trained, considering the content of the training, the prior work experience of the participant, and the individualized employment plan of the participant, as appropriate. The Oswego County WDB generally limits OJT to a maximum of 13 weeks. However, exceptions can be made, to a maximum of 26 weeks, with the recommendation of the Director of Employment & Training and the approval of the WDB Director
- Costs for items such as uniforms, work-related tools, equipment, licensing fees, training-related books or additional coursework related to the training occupation will be evaluated on a case-by-case basis with respect to need, availability of service through other resources and the availability of funding. If provided, these costs will be authorized as a supportive service through the Supportive Services Policy
- OJT will be provided under a contract with a business in the public, private non-profit, or private sector. OJT payments to businesses are deemed to be compensation for the extraordinary cost associated with training participants and the costs associated with the lower productivity of the participants. Businesses are not required to document the extraordinary costs.
- OJT contracts may not be entered into with a business that has previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits, and working

conditions that are equal to those provide to regular employees who have worked a similar length of time and are doing the same type of work.

On-the-Job Training (OJT) is training provided by an employer to a paid participant while engaged in productive work in a job that:

- Provides knowledge or skills essential to the full and adequate performance of a job
- Provides reimbursement to the employer of up to 50% of the wages paid to a participant for the extraordinary cost of providing the training and additional supervision related to the training
- Is limited in duration (13 weeks, or up to 26 weeks with the approval of the WDB Director) as appropriate to the occupation for which the OJT participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the individualized employment plan of the participant, as appropriate.

Marketing: Qualified businesses may be alerted to OJT opportunities by local staff in any of the following ways:

1. Membership in and/or presentation to employer, economic development, social or service organizations.
2. Internet-based outreach: such as social media (Facebook, LinkedIn), email, and local Workforce website.
3. Responding to incoming phone calls/e-mails from employers.
4. Newspaper/magazine ads or articles.
5. Job Fairs.
6. Maximizing established employer relationships to expand OJT opportunities within business and have them act as promoter to their business partners.

The preceding methods will also serve as a way to identify OJT opportunities for jobseekers that would benefit from hands-on training. The LWDA reserves the right to implement additional outreach methods as determined appropriate and effective.

Process: Businesses may contact the LWDA directly to apply for OJT or respond to an inquiry from LWDA staff. Businesses will be selected for OJT contracting only if a standardized pre-award review has been completed and all of the following information has been satisfactorily provided on the OJT Pre-Award Review Business Application (Attachment B):

1. The name under which the establishment does business, including predecessors and successors in interest.
2. The name, title and address of the company official certifying the information.
3. The number of people currently employed.
4. The business establishment, which is new or expanding, is not, in fact relocating employment from another location in the United States and the length of time the business has been in the area.
5. Whether WIOA assistance is sought in connection with past or impending job losses at other facilities.
6. Whether WARN notices related to the employer have been filed.
7. Whether the employer has had any employees on layoff in the past year, and the titles of the individuals on layoff.

8. If the business has sought WIOA/TGAA or other assistance in connection with past or impending job losses at other facilities during the past year.
 9. Job titles/job descriptions for which OJT is sought.
 10. Confirmation that the jobs are expected to last a year or more in the normal course of business.
 11. Whether the business has exhibited a pattern of failing to provide WIOA enrolled training participants with continued long-term employment with wages, benefits, and working conditions equal to that of regular employees doing similar work for a similar length of time.
 12. Assurances that:
 - Workers' Compensation coverage is provided to employees
 - There have been no wage and hour or child labor violations during the past 12 months
 - The jobs considered are not classified as "independent contractor" or individuals would not be employed by the firm during the entire training period.
 - The business is not involved in a strike, lockout or other unusual labor condition
 - The training activity will not impair an existing contract for services or collective bargaining agreement, and/or that 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 that business.
 - The business has not violated the following within the last three years: antidiscrimination in its employment practices of delivery of services or other activities on the ground of race, color, religion, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any sensory, mental or physical disability.
 - The job opportunities considered for OJT reimbursement must be located in New York State.
- The pre-award review and the signing of the OJT contract may occur during the same visit to the establishment.

As a part of the Pre-Award Review, businesses must also complete the Responsibility Questionnaire (Attachment C), unless an organization has submitted a Responsibility Questionnaire within the last 12 calendar months in which case all that is needed is an attestation that the information presented in the form remains true, accurate and complete the Responsibility Questionnaire Attestation Form (Attachment D). The LWDA may request further explanation for any "Yes" answers on the Responsibility Questionnaire and use that information as part of the decision-making process.

The LWDA staff will confirm that the applicant business is a responsible training provider for an OJT candidate by checking the business' registration with the New York Department of State's Division of Corporations, Federal OSHA records and NYSDOL records. NYSDOL records will be requested by completing the OJT Due Diligence Request Form (Attachment E) and emailing it to OJTDueDiligence@labor.ny.gov. The NYSDOL records will be updated on quarterly basis. The applicant business must also complete the Federal Certification Form (attachment F).

Additionally, the LWDA will conduct an on-site review with the business that will cover:

1. Is the worksite safe and sanitary?
2. Does the worksite have a written job description for the employment opportunity under consideration? Are the minimum qualifications included in the description?
3. Does the position pay hourly? Is there a commission?
4. Is the position full or part time? Work schedule?

5. Is the position permanent, temporary or seasonal? Is there turnover in the position?
6. Are the wages and fringe benefits for the position equivalent to similar positions with the employer? Similar positions in the labor market?
7. Is the position covered by a bargaining agreement? And if yes, has union concurrence been obtained.
8. If the business has identified a candidate:
 - a. Has the participant worked for the employer at any time in the past? If so, what were the dates and circumstances?
 - b. Is the participant related to the employer or any person who works for the employer in an administrative capacity?
 - c. If currently employed with the employer, does the worker meet the LWIB's self-sufficiency standard? Why is the OJT needed? Does it relate to the introduction of new technologies or new skills, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the LWDB?

An individual referred to a One Stop Career Center by an employer may be considered for OJT with that Employer only after the individual has met the eligibility requirements has received an assessment, and for whom an IEP/ISS has been developed that indicates an OJT is appropriate. It is the LWIOA's responsibility not only to ensure the eligibility of the participant/trainee, but also to assess the individual's suitability for OJT with the employer in question. The employer must also be willing to consider candidate referrals from LWDA staff.

OJT contracts may be written for eligible employed workers when: The employee is not earning a self-sufficient wage as determined by Local Workforce Investment Board (LWDB) policy and; the OJT relates to the introduction of new skills or new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes as identified by the LWDB. Individuals in WIOA-funded OJT must 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;
- provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work;
- subject to the same health and safety standards established under Federal and State law that are applicable to the working conditions of other employees;
- provided with workers' compensation on the same basis as the compensation is provided to other individuals in the State in similar employment.

A minimum increase in pay required for an upgrade OJT of 5%, unless the employer can demonstrate extenuating circumstances in which such an increase in pay would present a significant financial hardship to the business. However, the employer must provide on-the-job training participants with continued long-term employment or wages, benefits and working conditions that are equal to those provided to similarly situated employees).

A limit of 20% of available OJT funds will be available for upgrade OJT's. Exceptions can be made upon the recommendation of the Director of Employment & Training and the approval of the WDB Director.

Exclusions:

- OJT contracts may not be entered into with a business that has previously exhibited a history of failing to provide OJT participants with continued long-term employment (without good cause), wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.

The LWDA may use any of the following to determine if deficiencies in the OJT policy exist, corrective actions or termination of the agreement should occur:

1. Pre-Award Review
2. OJT Employment Specialist Evaluation Form (Attachment G)
3. LWIOA Complaint Resolution Procedure (Attachment H)

- Individuals may not be placed in OJT if a member of that person's immediate family is directly supervised by or directly supervises that individual.

-WIOA funds may not be used for: the encouragement or inducement of 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 or her job at the original location; customized training, skill training, or OJT or company specific assessment of job applicants or employees of a business or part of a business that has relocated from any location in the United States, until the company has operated at the location for 120 days, if the relocation has resulted in any employee losing his or her job at the original location; training individuals in sectarian activities ; or direct or indirect assistance , promotion or deterrence of union organizing.

WIOA funded OJT must not:

1. Displace (including a partial displacement, such as reduction in the hours of non-overtime work, wages or employment benefits) any currently employed person;
2. Impair existing contracts for services or collective bargaining agreements- when a particular program or activity would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins;
3. Result in a participant being employed or assigned to a job if: any other individual is on layoff from the same or any substantially equivalent job; the business has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy created with the WIOA participant; or the job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers;
4. Be used 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.

The following employment opportunities should not be considered for OJT:

1. A position in which the business would typically be able to train a new employee in the first few days or week on the job.
2. Positions where the primary source of income is tips, commissions or piecework.
3. Positions where an employee must possess a license or certification.
4. Positions that are temporary or seasonal.

5. Positions that involve religious or political activity.
6. Positions that pay less than the greater of the Federal or NYS hourly minimum wage will not be considered.

The duration and rationale for OJT must be documented in the participant's individual employment plan/training plan and be consistent with the training outline contained in the OJT contract. The length of the training must take into consideration the skill requirements of the occupation, the academic and occupations skill level and prior work experience of the participant. In developing a standardized approach to assessing the time requirements, consideration will be given to:

1. The specific skills needed for that occupation as required by that business for that job.
2. The normal training time for that occupation as show by O'NET.
3. The specific additional skills to be learned by the OJT participant as determined by the assessment of the participant's current skills and experience in comparison to what is required for successful performance in that specific occupation

OJT contracts will be written and signed by both parties on or before the date the employee starts the OJT.

All OJT contracts will include the following:

Business name, address and phone number

Federal Employer Identification Number (FEIN)

Trainee name and social security number

Supervisor name and title

Job description

Contract start and end dates, number of hours of training to be provided

Trainee wage

Trainee job title

List of skills and competencies to be provided and learned

Definition of what constitutes successful completion of training, such as minimum number of hours to be completed, business evaluation, and/or minimum mastery of skill; and start and end dates, and hours of training to be provided

Agreement of maximum allowable costs of training, reimbursement percentage and schedule.

Collective bargaining unit concurrence, if appropriate.

Assurances, program proposal provisions

Contract

The LWDA will use the Job Specific Competency/Training Plan (Attachment I), On-The-Job Training Administration: Agreement Training Cost Reimbursement Request form (Attachment J), and the OJT Employee Progress Report (Attachment K) to ensure monitoring of all OJT Contracts. These forms will be used to determine reimbursement for OJT services provided by the employer. In addition to at least one onsite visit during the training period, these forms will provide information that will allow the LWDA to:

1. Ensure compliance with contract terms and help resolve any issues.
2. Verify the trainee is receiving the training that was contracted for in the agreement.
3. Verify the trainee is not required to engage in activities prohibited under WIOA.
4. Review the trainee's attendance records to ensure attendance and success.
5. Review the trainee's wage records to ensure proper wages, withholding and worker's compensation.

Contract Modification, Extension or Termination

Should any Contract Modifications, extensions or terminations be required based on information gathered as part of the OJT monitoring, the LWDA has developed a Modification form (Attachment L) to record the rationale for the decision and any financial or contract duration changes that need to be made. Justification for any modification, extension or termination will be documented in OSOS.

Successful completion of On-the-Job training will be determined by the employer. If the employer indicates the employee has successfully mastered the skills established in the contract, or is making satisfactory progress toward mastery of skills and agrees to transition the individual to unsubsidized employment by the end date of the contract, the individual will be considered to have successfully completed training.

The following assurances will be included in every OJT contract:

1. OJT will take place during the employee's work hours and the employee will be compensated at the same rates, including periodic increases, as similarly situated employees in similar occupations with the same employer, and who have similar training, experience and skills.
2. No currently employed worker will be displaced by any OJT trainee(s), including a partial displacement such as a reduction in the hours, wages or employment benefits.
3. The OJT contract does not infringe on the promotional opportunities of current employees not involved in OJT.
4. Funds provided to the business to reimburse the costs associated with OJT may not be used to assist promote or deter union organizing.
5. The business will provide Worker's Compensation coverage for the OJT trainee.
6. The business will comply with Federal and State and local laws and regulations.
7. 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 business.
8. OJT trainees will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used for sectarian instruction or as a place for religious worship or required to participate in political activities.
9. The business agrees to adhere to the LWIB's grievance process if a complaint arises in connection with the OJT employee and the training.
10. The business agrees that the LWIB, NYSDOL or USDOL 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 if the business is in compliance with the terms and provisions of the contract and if the trainee is making satisfactory progress.
11. The business agrees to comply with federal certifications required for WIOA funding (Debarment, Anti-lobbying, Drug-free workplace, Nondiscrimination, Buy American, Salary and Bonus Limitations, and Veterans' Priority of Service).
12. The OJT trainee will be retained upon satisfactory completion of training.

13. The OJT trainee will not be terminated from training without giving prior notice to the LWDA and providing reasonable opportunity for correction of improvement of performance.
14. The business will immediately notify the LWDA if the OJT participant has an attendance or disciplinary problem or has demonstrated an inability to perform in accordance with the training outline contained in the OJT contract.
15. The business certifies that no member of the OJT trainee's immediate family is engaged in an administrative capacity for the business or will directly supervise the OJT trainee. For the purpose of the contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sister of person bearing the same relationship to the trainee's spouse.
16. No OJT trainee shall be placed into a position that is currently vacated by an employee who is on layoff or into a position in which the business has terminated the employment of an employee with the intention of filling the position with an OJT trainee.

Vouchering Process:

-Payments made for On-the-Job training will be on a reimbursement basis. Training expenses claimed must be incurred during the period of the On-the-Job training contract, including any modifications made to the contract.

-The employer will submit a monthly voucher, signed by both the trainee and the employer, for the costs incurred in providing On-the-Job training. If the employee is unable to sign the voucher, the employer may sign and submit the voucher if supporting documentation (i.e. timesheets/time cards signed by the employee) is included. In case there is no available timesheet, a pay stub for the time period in question may also be used for verification. Costs to be paid include only the cost of trainee wages while participating in training. Sick time, vacation time, holiday pay and overtime payments cannot be reimbursed.

-A member of the Financial Unit (i.e. Account Clerk, Sr. Account Clerk, or Sr. Accountant) will review the voucher to ensure the costs billed along with the dates, wage rate, and hours all agree with the terms in the established OJT contract.

-The Financial Unit will process a voucher for payment. The voucher will include an invoice date, vendor number, an account number/budget line to charge costs to, the dollar amount to charge to the account, an explanation (invoice number, participant name, training program), vendor name and address, preparer's initials and preparation date. The Senior Accountant or the Director of Finance will approve the voucher.

-The voucher will be entered into the County system for payment. The voucher will then be forwarded on to the County Audit Department with a batch control slip attached. The batch control slip provides the Audit Department with the following information: Department Name and Number; Number of Vouchers Attached; Total Amount of Vouchers; Date Forwarded; and Name of Preparer.

-After Audit Approval, the County generates a check. Checks are mailed to the respective vendor(s) from the County Treasurer's Office along with a copy of the voucher. An original copy of the voucher is filed, as a permanent record, in the Audit Department. A copy is also maintained in the Financial Unit.

Deobligations:

-At the completion of the OJT contract, the Financial Unit will review the total amount paid against the amount authorized in the contract. If any funds remain, the Financial Unit will consult with the Client

Services Unit to determine if funds need to be deobligated. If a deob is needed, the Financial Unit will process a deobligation letter. The letter will list the original contract amount, the amount deobligated with a reason, and the final contract amount. The original letter will be mailed to the vendor/employer. A copy of the deobligation letter will be kept in the Financial Unit with the payment record. In addition, a copy will be maintained in the agency program files with the contract.

A summary of the OJT requirements for public funding relevant to the provision of OJT through the Career Center system is presented in **Attachment M**.

A chart highlighting program-specific parameters for the different funding initiatives is presented in **Attachment N**. Public funding under this technical advisory encompasses the following programs:

1. Workforce Investment Act (WIOA), including OJT National Emergency Grant (NEG).
2. Trade Adjustment Assistance (TAA).

ATTACHMENTS

- A. LWIOA Provisions & Assurances- Program Proposal
- B. OJT Pre-Award Review Business Application
- C. Responsibility Questionnaire
- D. Responsibility Questionnaire Attestation Form
- E. OJT Due Diligence Request Form
- F. Federal/State Certifications
- G. OJT Employment Specialist's Evaluation
- H. LWIOA Complaint Resolution Procedure
- I. Job Specific Competency/Training Plan
- J. OJT Training Agreement Training Cost Reimbursement Request
- K. OJT Employee Progress Report
- L. Modification to Negotiated OJT Training Agreement
- M. OJT Requirements for Compliance with WIOA and/or TAA Eligibility
- N. Overview of OJT Across Public Funding Streams

**OSWEGO COUNTY DEPARTMENT DIVISION OF
EMPLOYMENT AND TRAINING**
200 North Second Street
Fulton, New York 13069
(315) 591-9000

ON-THE-JOB TRAINING PROGRAM PROPOSAL

This proposal is made between the COUNTY OF OSWEGO, a municipal corporation of New York State, hereafter called the COUNTY, and _____, a Corporation, duly organized under the laws of New York State, hereafter called the EMPLOYER.

The parties hereto desire to make On-The-Job Training services available to eligible individuals, providing sufficient funding exists in the County operating budget.

TERM OF AGREEMENT: This Agreement is effective _____.
COST OF AGREEMENT: Shall be as set forth in Attachments A and the appendices for each trainee.
TERMS AND CONDITIONS: Shall be as set forth in Attachment A and the appendices.

The parties listed below have executed this agreement as of the latest date written below.

DATE _____

DATE _____

SIGNATURE _____

SIGNATURE _____

Christine Weaver
TYPED NAME _____

TYPED NAME _____

Director of Employment and Training
TITLE _____

TITLE _____

EMPLOYER ADDRESS _____

N/A
UNION CONCURRENCE _____

PROVISIONS

1. CONDITIONS OF TRAINING/HIRING

- A. The County will certify the eligibility of individuals for On-The-Job (OJT) programs according to applicable regulations prior to the hiring date of the employee. The County will only reimburse the employer for employees actually referred and enrolled in OJT by the County.
- B. Individuals with prior experience in the jobs for which OJT is being considered will be assessed by the County to determine if training is appropriate. Training time may be reduced or the employee may be determined ineligible based on the County's assessment.
- C. For a new employee, the Employer agrees that the employee is being hired simultaneously with and not prior to the beginning of the OJT training contract.
- D. The Employer agrees to pay back funds if it is found that the Employer hired the new employee prior to the contract start date or if the employer fails to meet the terms of the contract.
- E. The Employer agrees that no employee hired under this Agreement will take the place of any employee of the Employer who is on layoff, nor shall the Employer terminate the employment of a regular employee in order to fill that position with a funded individual.
- F. The Employer agrees that no job created under this Agreement will infringe on the promotional opportunities of current employees or displace any current employee or any individual in an approved apprenticeship program, including partially, through the reduction of customary work hours, wages or benefits; and none of the following exists:
 - (a) any other employee is available for reinstatement, recall or reemployment following a leave of absence, furlough, layoff or suspension from the same or equivalent job; or
 - (b) the Employer has reduced its workforce with the intention of filling the vacancy(ies) so created with OJT participants; or
 - (c) the employee organization representing employees of the Employer is engaged in a strike or lockout; or
 - (d) a bargaining unit position will be lost as a result of the OJT participant performing the work normally performed by an employee in such position;
- G. The Employer agrees that 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 business and who have similar training, experience and skills.
- H. The Employer agrees to abide by any or all union contracts covering positions outlined in this contract and the participant will be deemed an employee for purposes of the applicable collective bargaining and labor laws, and will receive the same benefits and protections as an employee similarly situated. The Employer also agrees that this contract is made with the knowledge of the appropriate bargaining unit, if applicable, as indicated by the union representative signature on this Agreement Signature Page. 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.
- I. The Employer agrees to provide all training for the title(s) listed in this Agreement and shall furnish all instruction, supervision, materials, equipment and supplies necessary to insure adequate training of the employee hired under this Agreement in accordance with the Training Plan. (Appendix C)
- J. The Employer agrees that the employee will not engage in political, sectarian or union activities during the hours the Employer is under this Agreement, and thus, the Employer being reimbursed with OJT funds. Funds provided to the business to reimburse the costs associated with OJT may not be used to assist, promote or deter union organizing.
- K. The Employer agrees that the funds received as reimbursement under this Agreement will not be used to relocate or assist in relocating the Employer.
- L. The Employer agrees to make a good faith commitment to transition and retain the employee upon successful completion of training; and to cooperate with the County, the local social services district and other designated supportive agencies to facilitate job retention.
- M. The Employer agrees that in no event will compensation for OJT exceed reimbursement greater than the equivalent of 50% of the total wages paid to the employee.
- N. The Employer agrees to provide a description of the OJT job(s) to be filled, including wages, hours, subsidy period(s) and qualifications.
- O. The Employer 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 member is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters, or persons bearing the same relationship with the OJT employee's spouse.

2. ASSURANCES AND CERTIFICATIONS

- A. The Employer assures that OJT does not represent a disproportionate share of the Employer's workforce.
- B. The Employer agrees that it shall not assign or transfer rights, duties, and obligations under this agreement or any amendment thereto, without the express written consent of the County.
- C. The Employer agrees to comply with all applicable regulations pursuant to all Federal and New York State Department of Labor and any rules, regulations and procedures promulgated by the New York State Department of Labor or deemed necessary by County.

- D. The Employer agrees to provide Worker's Compensation, Unemployment Insurance and other state and federally mandated benefits for all employees under this Agreement.
- E. The Employer is aware of federal and state OSHA regulations and is in compliance with these regulations.
- F. The Employer agrees that failure to adhere to any of the provisions of this Agreement may result in the termination of this Agreement by the County.
- G. The Employer certifies that he is in compliance with all taxation and licensing requirements.
- H. The Employer agrees that the conditions of employment, such as the type of work and geographic location and the qualifications of the participant, are appropriate and reasonable.
- I. The Employer agrees that if applicable, an OJT participant shall not remain in a job if another employee is eligible for promotion to that job. At least 10 calendar days prior to filling a position with an OJT participant, the employee organization that represents employees who are engaged in similar work or training in the same or equivalent jobs as those to be filled with OJT participants, will be notified of the intent to make OJT placements. Such employee organization will have the opportunity to comment on the proposed placement(s) or the administration of the program.
- J. The Employer has not, in the past five years, been convicted of a felony or a misdemeanor; the underlying basis of which involved workplace safety and health or labor standards. The Employer will certify as to all violations issued by the New York State Department of Labor within the past five years. The County, on behalf of NYSDOL, will determine whether there is a pattern of violations sufficient to render the potential employer ineligible. Employers who submit false information shall be subject to criminal prosecution for filing a false instrument.
- K. The County agrees to refer qualified OJT participants to the Employer according to a mutually agreed upon local procedure.
- L. The County agrees to reimburse the Employer, upon receipt of a properly completed OJT Employment Agreement form and OJT Progress Report, 50% of the subsidized wages paid to the OJT participant during the subsidy period as agreed to in the OJT contract.
- M. The County agrees to track and monitor the progress of the employee by periodically observing the participant on the job and meeting with the site supervisor.
- N. The County agrees to provide OJT participants, in cooperation with the Employer, with special assistance in learning job duties and resolving employment-related issues.
- O. The County agrees to assist OJT participants consider needed support services which include but are not limited to child care, transportation, career counseling and referrals to other services; and coordinate the receipt of transitional benefits with the local social services district.
- P. The Employer agrees that the OJT employee 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.
- Q. The Employer agrees to adhere to the LWIA's grievance process if a complaint arises in connection with the OJT employee and the training.

3. REPORTING REQUIREMENTS

- A. The Employer will forward all information and complaints involving fraud, abuse or any criminal activity under this Agreement immediately to the Secretary of Labor, United States Department of Labor, Washington, D.C. 20210. Copies of such correspondence will also be forwarded to New York State Department of Labor, Building 12, State Office Campus, Albany, New York 12240 and the County.
- B. The Employer agrees to notify the County, in writing, of the termination or lay-off of any employee hired under this Agreement within five working days of such termination.
- C. The Employer agrees to respond to ongoing inquiries by the County regarding the employee'(s) progress during the training period.
- D. The Employer agrees to provide accurate financial and activity reports on a regular basis to the County. These reports may include but are not limited to invoices, vouchers, qualitative evaluations, properly completed payroll documentation to include a payroll ledger or other payroll form, signed and authorized by the Employer or his designee, which lists each participant's name, social security number, job title, hourly wage, number of hours worked and the wages paid for each pay period within a mutually agreed timeframe in which the participant works and progress report.
- E. The Employer agrees to allow reasonable on-site inspection and audit of matters related to this Agreement by County, Federal and/or State representative. Any costs for which the Employer has been reimbursed by the County which are later disallowed as a result of an audit will be repaid by the Employer.
- F. The Employer agrees to maintain payroll and attendance records on the employee(s) hired under this Agreement for no less than seven years after the expiration of this Agreement.
- G. The Employer agrees to provide written notice to the County in the event the Employer cannot maintain the aforementioned records for the required time period.
- H. The Employer agrees to submit a final invoice within forty-five (45) calendar days of the termination of the employee(s) hired under this Agreement.
- J. The County agrees to reimburse the Employer for all incurred costs provided for in this Agreement. Reimbursement will be made through a properly executed invoice with accompanying progress report submitted on a monthly basis.

4.

HOLD HARMLESS TERMS

- A. The Employer agrees that any employee who is terminated may not be replaced under this Agreement.
- B. The Employer agrees that he/she is an independent contractor and that neither it, nor the employee hired under this Agreement, are employees or agents of the County or New York State.
- D. The Employer agrees to obtain and maintain general liability insurance to include comprehensive form and other coverage mutually acceptable to the County with sufficient limits for bodily injury and property damage. The Employer will also obtain and maintain automobile liability insurance covering owned, no-owned and rented vehicles with sufficient limits for bodily injury and property damage as will be acceptable to the County.
- D. The Employer agrees to provide to the County a Certificate of Insurance which shall identify the requirements in 4C specifying the County as an additional insured and shall notify the County by registered/certified mail 30 days prior to any change in scope of coverage, renewals and duration.
- E. The Employer agrees to hold the County harmless for all liability or claims arising out of the actions of employees, to include executive directors or directors for personal or bodily injury, property damage and wrongful death actions through conduct undertaken by reason of this Agreement.
- F. The Employer understands that if the funds granted to the County for this contract are not made available by the State or Federal Government, the County may immediately terminate this Agreement.

Oswego County Workforce NY, 200 No. 2nd St., Fulton, NY 13069

Kim Sizemore : 315-591-9077, ksizemore@oswegocounty.com

Preliminary Review – Business Application for On-the-Job Training

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

1. Business Information

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip Code: _____

FEIN: _____ NAICS: _____ DUNS: _____

Previous Name of Business, if any: _____

FEIN, if different: _____

2. Contact Person

Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

3. Business Background

- a. Has your company relocated from another area in the U. S. within the last 120 days? If so, were there any employees laid off at that former location?
- b. How long have you been in business in this area?
- c. How many full-time employees do you have?
- d. Are any employees on layoff currently? If so, how many employees and in what job titles?
- e. Have any WARN notices been filed within the past year?
- f. Has your business sought WIA/TGAA or other assistance in connection with past or impending job losses at other facilities during the past year?

Attachment B

- g. 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)
- h. Are jobs expected to last a year or more in the normal course of business?
- i. 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?
- j. 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))
- k. Is your business currently engaged in any labor disputes with a labor organization?
- l. Do any of the jobs pay based upon commissions, tips, piece work or incentives?
If yes, please explain.
- m. What percentage of previous OJT trainees, over the last two (2) years, have completed training and been retained by your firm?
 - 1. Number of OJT trainees:
 - 2. Number of OJT employees retained:
 - 3. Percentage retained:

Business Applicant Signature

Signature

Date

Print Name

Title

On-the-Job Training (OJT) Job Description

Complete a separate description for each OJT title.

Job Title:		O*Net Code:	
Job Description, including Work Schedule:			
Job Location:			
Anticipated Start Date	Shift Days and Hours	Hourly Wage Rate	
Supervisor:		Title:	
Is this position subject to a Collective Bargaining Agreement?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
If "yes," specify the name of the union?			

Application Process:

Job Title:		O*Net Code:	
Job Description, including Work Schedule:			
Job Location:			
Anticipated Start Date	Shift Days and Hours	Hourly Wage Rate	
Supervisor:		Title:	
Is this position subject to a Collective Bargaining Agreement?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
If "yes," specify the name of the union?			

Application Process:

Responsibility Questionnaire

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 affiliate¹, 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 judgment 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 judgment, injunction or lien obtained by a government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any local, state or federal government agency?
 Yes No
 - d. An 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
 - f. A local, state or federal suspension, debarment or termination from the contracting process?
 Yes No

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 or officers 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 purposes of this questionnaire.

- g. A local, state or federal contract suspension or termination for cause prior to the completion of the term of a 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 or MWBE requirements on a 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 federal, state or local government laws?

Yes No
- 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 requirements 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

4. During the past three years, has the vendor failed to file returns or pay any applicable local, state or federal government 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 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 current status of the liability:

6. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven 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:

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

If closed, provide the date closed: _____

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 it 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	_____ Typed Copy of Signature
_____ City, State, Zip	_____ Title
_____ Date	

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

Attachment D
Responsibility Questionnaire Attestation Form

INSTRUCTIONS:

Use this form to attest that the Responsibility Questionnaire submitted by your organization within the last 12 calendar months is still true, accurate and complete. If your organization has not submitted a complete Responsibility Questionnaire within the last 12 calendar months, a full questionnaire must be completed.

CERTIFICATION:

The undersigned recognizes that the Responsibility Questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions or sub-recipients to make a determination regarding the award of a contract or approval of a subcontract; acknowledges that the State or its agencies, political subdivisions and sub-recipients may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made; 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 the Responsibility Questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the existing responses to the questionnaire in any manner;
- Understands that the contracting agency will rely on the information supplied in the questionnaire when entering into a contract (with the vendor); and
- Is under a duty to notify the procuring agency of any material changes to the vendor's responses.

Name of Organization	Signature of Officer	Date
Address	Typed Copy of Signature	
City, State, Zip	Title	

Date of Responsibility Questionnaire

OJT Due Diligence Request Form

Please submit this information via e-mail to OJTDueDiligence@labor.ny.gov. List your NYSDOL Regional Business Services Associate Representative in the cc line of your submission.

Local Area/Contact Information

Kim Sizemore – Oswego County DSS, 315-591-9077

Date of request:

x/x/xxxx

Business Name:

Business name goes here

Business FEIN:

tax ID number

OSOS Number:

NY00xxxxxx from OSOS

Business Street Address:

xxxx Street

Business City, State, Zip:

xxx, NY 13xxx

Business Contact Name:

Contact Name, Title

Business Contact Phone Number:

315-xxx-xxxx

Business Contact E-mail:

employer@business.com

Industry/Type of Business:

What they do.,.

Reason for Due Diligence Check:

Local OJT

Other

Business uses WIOA Program for OJT.

FEDERAL CERTIFICATIONS

The funding for the awards granted under 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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. The prospective lower tier participant shall pass the requirements of A.1. and A.2., above, to each person or entity with whom the participant enters into a covered transaction at the next lower tier.

B. CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this grant, the signee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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, grant, loan or cooperative agreement.
2. 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The signer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. **Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

C. DRUG FREE WORKPLACE

By signing this application, the grantee certifies that it will provide a Drug Free Workplace by implementing the provisions at 29 CFR 94, pertaining to the Drug Free Workplace. In accordance with these provisions, a list of places where performance of work is done in connection with this specific grant will take place must be maintained at your office and available for Federal inspection.

D. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA*, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Section 188 of the Workforce Investment Act of 1998 (WIA)* which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA* Title I - financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, or national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA* Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA* Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

E. BUY AMERICAN NOTICE REQUIREMENT

The grant applicant assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under the Workforce Investment Act will be American made. See WIA* Section 505 – Buy American Requirements.

F. SALARY AND BONUS LIMITATIONS

In compliance with Public Laws 110-161, none of the federal funds appropriated in the Act under the heading 'Employment and Training' shall be used by a sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. See Training and Employment Guidance Letter number 5-06 for further clarification. Where applicable, the grant applicant agrees to comply with the Salary and Bonus Limitations.

G. VETERANS' PRIORITY PROVISIONS

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03

(September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. Where applicable, the grant applicant agrees to comply with the Veteran's Priority Provisions.

*Workforce Innovation and Opportunity Act (WIOA) supersedes the Workforce Investment Act of 1998 (WIA) as of July 22, 2014.

STATE CERTIFICATIONS

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND OUTSTANDING DEBTS

The undersigned, as a duly sworn representative of the contractor/vendor, hereby attests and certifies that:

- 1) No principal or executive officer of the contractor's/vendor's company, its subcontractor(s) and/or successor(s) is presently suspended or debarred; and
- 2) The contractor/vendor, its subcontractor(s) and/or its successor(s) is not ineligible to submit a bid on, or be awarded, any public work contract or sub-contract with the State, any municipal corporation or public body for reason of debarment for failure to pay the prevailing rate of wages, or to provide supplements, in accordance with Article 8 of the New York State Labor Law.
- 3) The contractor/vendor, its subcontractor(s) and/or its successor do not have any outstanding debts owed to the Department, including but not limited to, contractual obligations, fines related to Safety and Health violations, payments owed to workers for public works projects or the general provisions of the Labor Law, unemployment insurance contributions or other related assessments, penalties or charges.

I. CERTIFICATION REGARDING "NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MacBRIDE FAIR EMPLOYMENT PRINCIPLES"

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either:

(answer Yes or No to one or both of the following, as applicable.)

1. Has business operations in Northern Ireland:

_____ Yes _____ No

If Yes:

2. Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of its compliance with such Principles.

_____ Yes _____ No

J. NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- 1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit to bid for the purpose of restricting competition.

K. IRAN DIVESTMENT ACT

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such a Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should Labor receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, Labor will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Labor shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

Department reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Agreement, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

I, the undersigned, attest under penalty of perjury that I am an authorized representative of the Bidder/Contractor and that the foregoing statements are true and accurate.

Signature of Authorized Representative _____

Title _____

Date _____

OJT Employment Specialist's Evaluation

1. Is this training intended for a new hire?
If not, is this for an incumbent worker? yes no
 yes no
2. Is the proposed training occupation income primarily based on commission? yes no
3. Is the training occupation in a lower wage industry where a minimum of skill is required or a position with no/low growth potential? yes no
4. Is this a seasonal training occupation? yes no
5. Is the proposed wage for this contract the same for persons employed at entry-level in similar occupations by this employer? yes no
6. Is the rate at or above the legal minimum? yes no
7. Are the expectations of periodic wage increases and career advancement or promotion the same as others similarly employed by this establishment? yes no
8. Is this training in a surplus occupation? yes no
9. Is there a union covering the requested position?
Will the employer obtain union concurrence?
Has 30 days elapsed since written union concurrence was obtained? yes no
 yes no na
10. Are the qualifying criteria realistic in light of the job duties? yes no
11. Is the proposed training adequate to prepare the trainee to perform these duties? yes no
12. Are fringe benefits normally made available to employees?
Are equivalent benefits made available to the trainee? yes no
 yes no
13. Number of full-time permanent employees _____.
Number of trainees to be trained at one time _____.
Percent of full-time staff %
14. Is turnover a problem in this occupation? yes no
15. Has the employer had a lay-off in the past year, or are there presently lay-offs in this occupation? yes no
16. Is unemployment compensation coverage required for the proposed training occupation?
Does the subcontractor provide unemployment compensation coverage to regular employees?
Has the employer ensured that quarterly contribution and wage reports are submitted to SESA? (676.52(e) (1)) yes no
 yes no
 yes no
17. Is a labor dispute involving a work stoppage now a problem in the organization? yes no
18. Does the employer have a grievance procedure for its employees? yes no
 - a) If yes, has the employer given the contractor a copy of this procedure? yes no
 - b) If not, is the employer aware of the contractor's grievance procedure and its availability to all clients and does the employer agree to use the contractor's grievance procedure? yes no

19. Has the employer been made aware of the Department of Employment and Training's AA/EEO Policy? ()yes ()no
- a) Does the employer agree to adhere to this policy in the recruitment and employment of individuals under the OJT program? ()yes ()no
- b) Do the job description or minimum qualifications reflect any discriminatory practices on the part of the employer? ()yes ()no
- c) Does the employer have an AA/EEO poster displayed? ()yes ()no
- d) If not, does the employer agree to display an AA/EEO poster?
(Posters can be obtained from US Equal Employment Opportunity Commission; 2401 "E" Street, N.W; Washington, DC 20506). ()yes ()no
20. Are there any architectural barriers which would interfere with the employment of a disabled individual? ()yes ()no
If yes, have the specialist and employer discussed and agreed upon ways in which these barriers may be removed? ()yes ()no
21. Is the employer aware of federal and state OSHA regulations and does the employer agree to comply with these regulations? ()yes ()no
22. Does the employer have liability insurance coverage? ()yes ()no
- a) If yes, has the employer given the contractor a copy of the Certificate of Insurance? ()yes ()no
- b) If not, has the Employment Specialist seen a Certificate of Insurance showing liability coverage? ()yes ()no
- Specialist's initials _____
23. Has the employer been involved in other DSS, ET programs: (x)yes ()no
If yes:

<u>DATE</u>	<u>ENROLEE NAME</u> (YES/NO)	<u>COMPLETED TRAINING</u> (YES/NO) (IF NO REASON----->)	<u>ENTERED EMPLOYMENT</u> (YES/NO)	<u>STILL EMPLOYED</u>	<u>STARTING WAGE RATE</u>	<u>ENDING WAGE RATE</u>	<u>CURRENT WAGE RATE</u>
-------------	---------------------------------	---	---------------------------------------	-----------------------	---------------------------	-------------------------	--------------------------

COMMENTS:

Public Sector Business only:

Brief description of Public Service provided by the Agency:

24. Occupational Opportunities Rating

	<u>Actual</u>	<u>Points</u>
Wage:	\$	
GED M Level:		
GED L Level:		
SVP:		
Weeks of Training	weeks	
	Saved Points	
Total Points		
Rating		

25. Training Cost Calculations

Wage \$ _____ Hourly fixed cost \$ _____.

Total Trng. Hours ____ X Hourly Fixed Cost \$ = Total Cost of Training

OJT Contract Amount

26. What is the reputation of the organization in the community?

27. Specialists Comments and Recommendation:

WIOA COMPLAINT RESOLUTION PROCEDURE
(Non-Criminal Complaints/Grievances)

I. **Introduction**

The Workforce Innovation and Opportunity Act (WIOA) and the Rules and Regulations require the establishment of a complaint/grievance procedure by each Local Area, State, and direct recipient of funds under Title I. The information must be provided to the participants, other interested parties affected by the local Workforce Investment System, including One-Stop partners and Service Providers. The procedure must also have a process, which allows an individual alleging a labor standard violation to submit the grievance to a binding arbitration process if a collective bargaining agreement covering the parties to the grievance provides for it. The purpose of the procedure is to ensure that a complaint is resolved promptly and that the complainant is advised of all steps taken to resolve the complaint.

II. **Guidelines and Definitions**

A complaint may be either WIOA related or non-WIOA related. A WIOA related complaint is a written and signed statement by a WIOA participant, a staff member, or “other interested person”, who alleges that the Governor, Local Area or other subcontractor has violated the Act and/or WIOA Rules and Regulations and/or a WIOA grant and/or WIOA agreement.

If some of the allegations of a complainant are WIOA related and the remainder of the allegations are not related to WIOA, then the complainant has at least two (2) complaints that must be treated separately and differently. (See III. General Process below: sections F., WIOA related complaints; and G., Non-WIOA related complaints.) If there is uncertainty as to whether a complaint is WIOA related, then it should be treated as WIOA related and technical assistance sought from the Local Area Complaint Resolution Officer.

Complaints are to be resolved at the lowest level possible: i.e., the level closest to the reason for the complaint. Each Local Area, State and direct recipient of funds under Title I of WIOA, must establish and maintain a procedure for grievances and complaints.

Definitions

As used herein, these terms shall be defined as follows:

- A. **Applicant** shall mean the person or persons seeking WIOA services who have filed a completed application and for whom a formal eligibility determination has been made.
- B. **Recipient** shall mean the local government or entity, which receives financial assistance directly from the Department of Labor through a grant to perform substantive work (e.g. employment, training, etc).
- C. **Subrecipient** shall mean any person or service provider which receives financial assistance under WIOA through a recipient to carry out substantive work (e.g. employment, training, etc).
- D. **Participant** shall mean any enrollee in any WIOA-funded program.
- E. **Local Area Complaint Resolution Officer** shall mean a staff member designated by the Local Area to ensure that all elements of the complaint resolution process are carried out as required for the entire One-Stop system.

- F. **Program Resolution Officer** shall mean a staff member designated by each One-Stop partner/service provider to serve as the initial reference point for complainants.
- G. **Hearing Officer** shall mean a staff member designated by the Local Area who will regulate the hearing, ensure that all procedures are followed, and prepare a written decision.
- H. **Department** shall mean the Department of Labor.
- I. **Respondent** shall mean the party or agency that the complaint is filed against.
- J. **Day** shall mean a calendar day, not a workday.
- K. **WIOA** shall mean the Workforce Investment Act.
- L. **Complainant** shall mean the person who alleges a violation of the nondiscrimination and equal opportunity provisions of WIOA.
- M. **DSS; E&T** - The Department of Social Services; Department of Employment and Training.

III. **General Process**

- A. Non-criminal complaints must be made within **1 year** of the alleged occurrence.
- B. The three levels of complaint resolution are:
 - 1. **Local** - Local Area level (includes all subrecipients within the Local Area)
 - 2. **State** - Governor's level
 - 3. **Federal** - Secretary of the United States Department of Labor level
- C. The identity of the complainant(s) and any people who furnish information to, or are assisting in an investigation of a complaint, should be kept confidential to the maximum extent possible, consistent with applicable law and fairness in handling the complaint.
- D. Local Area

1. **Local Area Complaint Resolution Officer**

The Local Area will designate a **Complaint Resolution Officer** to:

- a. ensure the availability, coordination, and timeliness of all elements of the complaint resolution procedure.
- b. advise and assist the Program Resolution Officer of each of the interested parties, i.e., One-Stop partners/Service Providers.
- c. monitor each One-Stop partners/Service Provider's implementation of the complaint procedure.
- d. ensure that WIOA related complaints are written, signed, logged and filed; and information and documentation pertaining to it are safeguarded and filed as appropriate.
- e. ensure that non-WIOA related complaints are logged, and the complainant is referred to the appropriate agency or agencies and the referral is documented in the log.
- f. identify need, and provide technical assistance in complaint resolution.

- g. make arrangements with Local Area Hearing Officer(s) for all WIOA complaint hearings in the Local Area.

2. **Program Resolution Officer**

Each One-Stop partner/Service Providers of a Local Area will designate a staff member to be the **Program Resolution Officer** to:

- a. serve as a first reference point for any aggrieved party.
- b. conduct an impartial investigation. The investigation should provide sufficient evidence to support or disprove the complaint or to resolve the issues presented.
- c. prepare and maintain a separate file of the information gathered on each complaint. The Program Resolution Officer will inform the complainant of the status and notify the complainant of the next step in the elevation of the complaint.

(Employers may operate their own grievance system or may utilize the WIOA complaint resolution procedure. Employers will inform participants which grievance procedure is to be followed. Employer grievance systems shall provide for upon complainant request, a review of an employer's decision by the Local Area and Governor. Employers using their own grievance system must provide copies of the procedures to the Local Area for review and comment, to ensure that WIOA guidelines and requirements are not compromised.)

Complainants will receive complaint information and assistance from an appropriately trained subrecipient staff member when the Program Resolution Officer is not available.

3. **Hearing Officer**

The Local Area will designate a **Hearing Officer** to:

- a. regulate the course of the hearing
- b. assure that all relevant issues are considered
- c. rule on the introduction of evidence and testimony
- d. take any other action; consistent with due process, that are necessary to ensure an orderly, impartial and fair hearing
- e. attempt to resolve the dispute by conciliation at any time prior to the conclusion of the hearing
- f. cause the hearing to be recorded

The Hearing Officer will prepare a written decision, based upon the entire record, including all evidence or oral testimony, presented at the hearing (see Attachment E, Decision).

The written decision will be mailed to the complainant, respondent, the Local Area Complaint Resolution Officer, in accordance with the specified time periods (see Attachment A, Complaint Resolution Time Frame).

4. No person may act as Resolution Officer and Hearing Officer on the same complaint.

E. **Participants Rights**

Intake staff of a Local Area or specified staff of a subrecipient program will inform participants of the complaint resolution process and will provide a copy of it or a written summary of the steps and time requirements to the participants upon enrollment in the program.

- F. **WIOA related complaints** shall be written and signed and logged by the Program Resolution Officer (see Attachment B, WIOA Complaint Log Guide).

- G. **Non-WIOA related complaints** shall be logged by the Program Resolution Officer and referred to the appropriate agency or agencies. Follow up is not required on non-WIOA related complaints.

IV. **Complaint Process**

- A. Non-criminal complaints must be made within 1 year of the alleged occurrence. WIOA related complaints will be logged and recorded. If needed, the complainant should be given assistance in the filing of the complaint (see Attachment C for suggested complaint contents). The WIOA office staff or program taking the complaint shall provide this assistance. If a complainant is joined by several other complainants in filing a formal complaint, their names should appear as well.

- B. When a WIOA related complaint is filed and this complaint is also a violation of another law or collective bargaining agreement, the grievance procedures of that law or agreement may be used instead of, or in addition to the WIOA Complaint Resolution Procedure. The Local Area Complaint Resolution Officer* shall see that the complainant is informed of the status of the complaint. The complainant maintains the right to a hearing.

*If the WIOA related complaint alleges a violation by the Local Area, then the Local Area Complaint Resolution Officer performs the actions outlined for the Program Resolution Officer.

C. **Resolution - Local Level: Local Area**

1. **Initial Investigation**

- a. When a complaint has been identified as WIOA related, the complainant must be informed of the WIOA complaint system and his/her rights within it.
- b. If the complaint received in writing is signed by the complainant and includes enough information for the Program Resolution Officer to initiate an investigation, the document shall be treated as if it were a properly completed resolution form filed in person by the complainant and shall begin to investigate the complaint. The Program Resolution Officer will

send an acknowledgement to the complainant and will begin to investigate the complaint. The Program Resolution Officer will request additional information from the complainant if sufficient information was not provided.

c. During the initial discussion with the complainant:

1. every effort will be made to obtain all the information perceived to be necessary to investigate the complaint
2. the importance of maintaining contact during the complaint investigation will be explained
3. offer to assist the complainant through the provision appropriate WIOA services; and
4. find out what the complainant needs in order to consider the complaint resolved.

d. Informal Resolution

Document all steps taken to resolve the complaint. The methods used in the complaint investigation may include but are not limited to: analyzing the complaint and available background material, interviewing, examining records, obtaining documents, obtaining written statements, observing and meeting with the complainant and respondent, separately and/or both at the same time. The objective of these efforts is a settlement between the complainant and the respondent.

2. **Complaint Resolution**

a. This occurs when at least one of the following is true:

- * Complainant indicates satisfaction with the outcome.
- * Complainant chooses not to elevate complaint to next level.
- * Complainant (or complaint's authorized representative) fails to respond to a written request by the Program Resolution Officer or Local Area Complaint Resolution Officer within 10 calendar days.
- * A final determination has been made by the responsible agency on a referred WIOA related complaint.

b. A written hearing decision to the complainant and copied to all parties involved. The written decision must include a notification of the right to request a state level review of the findings. The request for the State level appeal should contain the same elements needed at the local level. The information should be sent to:

New York State Workforce Innovation and Opportunity Act
Hearing Officer
New York State Department of Labor
State Office Building Campus
Building 12, Room 446
Albany, NY 12240

3. **Hearing**

If the complaint is not resolved within 29 calendar days, then on the 30th calendar day, the complainant shall have a previously scheduled hearing. If circumstances warrant it, a hearing may be scheduled at anytime within 30 days of a filed complaint. The complainant shall receive written notice of the date, time, and place of the hearing, seven days prior to the hearing date. The hearing may only be cancelled or postponed beyond the 30 days at the request of the complainant. A request for cancellation shall be submitted to the Hearing Officer through the Program Resolution Officer with the complainant's written and signed attestation that the complaint has been solved or withdrawn (see Attachment D for required Hearing Notice Contents and Hearing Guidelines).

ATTACHMENT A

Complaint Resolution Time Frame

	<u>Calendar Days</u>	<u>Benchmark</u>	<u>Status of Complaint</u>	<u>Steps</u>
LOCAL	1		Complaint Filed	I
	1 - 29		Resolution (Informal)	II
	30		Hearing (If II Fails)	III
	31 - 60		Written Hearing Decision	IV
	61 - 70		If IV not reviewed by Complainant, Complainant Request for Governor's review OR	V
	61 - 70	File a request within 10 days of receipt of unsatisfactory decision		
STATE	71 - 100	The Governor must issue a decision within 60 days of receipt of Complainant's request for Governor's review	Governor's decision	VI
	1 - 60	If complaint was initially filed at the State level and a decision was not issued within 60 days or the Complainant has received an adverse decision, the Governor shall provide for an independent review.	Complaint Filed Resolution (Informal) Hearing (If II Fails) Written Hearing Decision	I II III IV V
FEDERAL	61 - 70	File a request within 10 days of the day that the complainant should have received the Governor's decision. USDOL Secretary shall act within 120 days of receipt of the request	If Complainant does not receive V - Complainant Request for USDOL Secretary's Review	VI

ATTACHMENT B

COMPLAINT LOG

1. Identification: On the first page, identify the agency whose log this is. The agency personnel responsible for complaints resolution and, if appropriate, hearings, may also be identified.
2. Complaint Number: If the quantity of complaints warrants it, consecutive numbers may be assigned to the complaints as they are logged.
3. Date Received: Complaints should be logged on the day of receipt and the date recorded. This starts the time frame clock.
4. Complainant Name
5. Complainant Against: Indicate the agency which the object of the complaint, or a short description of its nature.
6. To whom referred and date.
7. Disposition and Date: Record the disposition of the complaint at this level and at other levels as appropriate, along with the dates.

ATTACHMENT C

COMPLAINT FORMAT

A complaint should contain the following basic elements:

1. Complainant name, address and telephone number.
2. The respondent's name and address (may be an agency or office).
3. The nature of the complaint. It should contain the who, what, where, when, and how information, as applicable.
4. Signature of complainant, and
5. Date signed.

NOTE: **Any written, signed complaint must be acted upon, regardless of whether it is on an agency form.**

ATTACHMENT D

HEARING NOTICE CONTENTS AND HEARING GUIDELINES

A. The Hearing Notice should include:

1. The date, time, place, and purpose of the hearing.
2. A statement of the law and regulations under which the hearing is to be held.
3. A reference to the particular sections of the statutes or rules involved, where possible, and
4. A short and plain statement of the situation. It will be sent to the party requesting the hearing and to all other involved parties.

Whenever feasible, the notice shall be sent at least seven days before the date of the hearing.

B. Hearing Guidelines:

1. The hearing shall be recorded.
2. The complainant may be represented by an attorney or other designated representatives.
3. To the extent possible, consistent with a fair determination of the issues, the identity of any person who has furnished information related to an investigation to a WIOA related problem shall be kept confidential.
4. Within the limitations of the Freedom of Information Act, the complainant has a right of access to relevant records and documents that the program and/or Local Area maintains.
5. The complainant and respondent have the right to an opportunity to present evidence relevant to the complaint, to call witnesses and examine and cross-examine other parties and their witnesses.

ATTACHMENT E

DECISION

A formal decision should contain the following elements:

1. Name of Complainant
2. Name of Respondent
3. Date of Hearing
4. List of Attendees
5. Statement of Issue(s)
6. Finding of Facts
7. Opinion and Reason for Decision
8. Signature of Hearing Officer
9. Date

JOB SPECIFIC SKILLS COMPETENCY/TRAINING PLAN

CONTRACT NUMBER:

EMPLOYER:

EMPLOYEE:

JOB/PROGRAM TITLE:

D.O.T. CODE:

SVP:

TOTAL HOURS OF TRAINING:

STARTING WAGE:

FRINGE BENEFITS:

JOB/PROGRAM DESCRIPTION:

MINIMUM QUALIFICATIONS:

APPLICATION PROCESS:

WORK/TRAINING SCHEDULE:

CONTRACT NUMBER: _____

JOB SPECIFIC SKILLS COMPETENCY/TRAINING PLAN –

SKILL REQUIREMENTS	TRAINING METHOD	MEASUREMENT METHOD	PRE-TEST		POST-TEST	
			SKLD	N-SKLD	SKLD	N-SKLD
1. Learn to successfully..... XX% 2. Learn to safely.... Etc. X% Total percent of time spent in training to = 100% for specified weeks of OJT contract	Demonstration, Hands-On or other training method	Analysis/Review or other measurement method				

PRE-TEST _____
 Evaluator Signature

POST-TEST

 Employer/Service Provider Representative Signature

ATTAINED JOB SPECIFIC SKILLS COMPETENCY YES ___ NO ___

 Employee Signature

ON-THE-JOB TRAINING AGREEMENT TRAINING COST REIMBURSEMENT REQUEST

Oswego County Department of Social Service
Employment and Training
AGENCY NAME _____

EMPLOYER NAME _____

PO Box 1320, 100 Spring Street
ADDRESS _____

ADDRESS _____

Mexico, New York 13114

CONTRACT # _____

START DATE _____

EMPLOYEE NAME _____

EMPLOYEE SOCIAL SECURITY NO. ____ / ____ / ____

OCCUPATIONAL TITLE: _____

HOURLY WAGE: \$ _____

PAY PERIOD FROM: _____

TO: _____

Week Ending	Regular Hours		Overtime		Holiday/Sick		Earnings	
	Hours	Wage	Hours	Wage	Hours	Wage	Hours	Wage

The hours and wages above are in accordance with our official records and are correct to the best of my knowledge. I certify that we have paid all Federal and State Tax required to be paid at the end of calendar quarter preceding the date of this payroll certification.

EMPLOYER SIGNATURE _____

TITLE _____

DATE _____

I certify that the hours and wages reported in this document are correct and I have been paid same.

EMPLOYEE SIGNATURE _____

DATE _____

OFFICE USE ONLY: $\frac{\text{Training Hours} \times \text{Rate}}{\text{Total Wages}} = \text{X 50\% Reimbursable}$

$\frac{\text{Training Hours} \times \text{Rate}}{\text{Total Wages}} = \text{X 50\%}$

Total reimbursement this period _____

EMPLOYEE _____

OJT # _____

MODIFICATION # _____

EFFECTIVE DATE _____

Modification to Negotiated On the Job Training Agreement

Oswego County Department of Social Services,
Employment and Training

Agency Name

Employer

P O Box 1320, 100 Spring Street

Address

Address

Mexico New York 13114

This modification to the above mentioned On-The-Job Training Agreement shall be hereby approved by both parties and amended as follows:

Under this modification the total dollars amount of said agreement will be:

increased by _____

decreased by _____

no change in total dollar amount

Except as hereby modified, all terms and conditions of said employer as heretofore modified remain unchanged and in full effect.

By: _____
Signature Date

By: _____
Signature Date

Christine Weaver/Director of Employment and Training
Print Name/Title

Print Name/Title

On-the-Job Training Requirements for Public Funding Relevant to the Workforce Investment Career Center System

This document contains On-the-Job Training (OJT) requirements for compliance and eligibility for three different funding streams: Workforce Investment Act (WIA); Trade Adjustment Assistance (TAA); and New York State On-the-Job Training National Emergency Grant/ (OJT-NEG).

Workforce Investment Act OJT Requirements

WIA defines OJT as training provided by a business to a paid participant while engaged in productive work in a job that:

- Provides knowledge or skills essential to the full and adequate performance of the job;
- Provides reimbursement to the business of up to 50% of the wage rate of the OJT participant, for the extraordinary costs of providing the training and additional supervision related to the training, and
- Is limited in duration as appropriate to the occupation for which the OJT participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the individualized employment plan of the participant, as appropriate.

Note: New York State has periodically been granted OJT related waivers from USDOL/ETA that have allowed an increase in business reimbursement for OJT above the standard 50% of wages. Please contact WDTD.OnestopfaHabor.nv.gov to see if an OJT waiver is currently available.

OJT is provided under a *contract* with a business in the public, private non-profit, or private sector. OJT payments to businesses are deemed to be compensation for the extraordinary costs associated with training participants and the costs associated with the lower productivity of the participants. Businesses are not required to document such extraordinary costs.

OJT contracts may *not* be entered into with a business that has previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.

OJT contracts may be written for eligible *employed* workers when:

- The employee is not earning a self-sufficient wage as determined by Local Workforce Investment Board (LWIB) policy; and
- The OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the LWIB.

Individuals in WIA-funded OJT must be:

- Compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same business and who have similar training, experience and skills;
- Provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work;

- Subject to the same health and safety standards established under federal and state law that are applicable to the working conditions of other employees;
- Provided with workers' compensation on the same basis as the compensation is provided to other individuals in the State in similar employment.

Individuals may *not* be placed in OJT if a member of that person's immediate family is directly supervised by or directly supervises that individual.

OJT reimbursements are made for *training*. As such, reimbursements may not be paid when the trainee was paid holiday, vacation or sick pay.

WIA funds may *not* be used for:

- The encouragement or inducement of 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 or her job at the original location;
- Customized training, skill training, or OJT or company-specific assessment of job applicants or employees of a business or a part of a business that has relocated from any location in the United States, until the company has operated at the location for 120 days, if the relocation has resulted in any employee losing his or her job at the original location;
- Training individuals in sectarian activities; or
- Direct or indirect assistance, promotion or deterrence of union organizing.

WIA-funded employment and training activities must *not*:

- Displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages or employment benefits) any currently employed employee;
- Impair existing contracts for services or collective bargaining agreements -- when a particular program or activity would be inconsistent with a collective bargaining agreement, the appropriate labor organization and business must provide written concurrence before the program or activity begins;
- Result in a participant being employed or assigned to a job if:
 - Any other individual is on layoff from the same or substantially equivalent job;
 - The business has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy created with the WIA participant; or
 - The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
- Be used 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.

On-the-Job Training National Emergency Grant (OJT-NEG)

- OJT-NEG positions can be developed with private for-profit and not-for-profit businesses
- Trainees for the program must be long-term dislocated workers, defined as those who have been unemployed for 20 weeks or more, and have been unemployed since January 1, 2008.
- OJT-NEG funds may not be used to make needs related payments.
- OJTs funded with NEG funds are subject to WIA OJT guidelines with the following exceptions:
 - USDOL/ETA has set a 6 month limit on OJTs funded with OJT-NEG funding. USDOL/ETA has also prohibited the co-enrollment of participants in any other ETA-funded program (including WIA) for the purpose of extending training beyond 6 months.
 - The training reimbursement level may not exceed a percentage (typically 50% up to 90%) of the state's average wage rate. For the most up to date wage info, please email [OJT-NEG \(5\)labor.ny.gov](mailto:OJT-NEG(5)labor.ny.gov).
 - LWIAs are allowed to reimburse up to 90% of an OJT participant's wage rate based on the business size as follows:
 - Small business: 1-50 employees - Up to 90% reimbursement.
 - Medium business: 51-250 employees - Up to 75% reimbursement.
 - Large business: 251 and more employees - Up to 50% reimbursement (current WIA standard).
 - Each OJT-NEG candidate must have a skills gap analysis completed using JobZone to assess their skills.
- USDOL has created a dedicated OJT-NEG web page, [http://www.doleta.gov/lavoff/Job Training.cfm](http://www.doleta.gov/lavoff/JobTraining.cfm). There are a number of useful resources, including an OJT Took Kit and a Q and A section.

Trade Adjustment Assistance OJT Requirements

To qualify for any TAA training, including on-the job training, staff must determine that the eligible adversely affected worker meets the following six requirements:

1. There is no suitable employment (which may include technical and professional employment) available for the adversely affected worker.
2. The worker would benefit from appropriate training.
3. There is a reasonable expectation of employment following completion of such training.
4. Approved training is reasonably available to the worker from either governmental agencies or private sources (which may include area vocational education schools, as defined in section 195(2) of the Vocational Education Act of 1963, and businesses).
5. The worker is qualified to undertake and complete such training.
6. Training is suitable for the worker and available at a reasonable cost.

In addition, OJT must:

- reasonably be expected to lead to suitable employment with the business offering the OJT;

- be compatible with the skills of the worker;
- include a curriculum through which the worker will gain the knowledge or skills to become proficient in the job for which the worker is being trained; and
- be measured by benchmarks that indicate that the worker is gaining such knowledge or skills.

OJT under TAA is limited to the period of time required for the worker receiving OJT to become proficient in the job for which the worker is being trained, but may not exceed 104 weeks. The OJT contract must take into consideration the skill requirements of the job for which the worker is being trained, the academic and occupational skill level and the work experience of the worker. Classroom training is allowed, but only if it is mandated as part of the developed OJT program. Under such circumstances, TAA will pay up to 50% of the cost of the mandated course.

New York State has established the following caps on the amount of TAA funds that may be used for training:

- Programs Up to 52 weeks - \$10,000 Programs in excess of 52 weeks, up to 104 weeks - \$20,000

Caps represent the total amount of TAA funds that can be approved. The total cost of training may exceed these caps but availability of other funding sources, such as WIA and PELL must be explored. Unexpended funds are to be de-obligated when training is complete or terminated. Payments of up to 50% of the trainees' wages may be paid in monthly installments to reimburse businesses for the cost of providing training and additional supervision related to the training.

An OJT contract may *not* be entered into with a business that:

- exhibits a pattern of failing to provide workers receiving OJT with:
 - continued, long-term employment as regular employees, and
 - wages, benefits, and working conditions that are equivalent to the wages, benefits, and working conditions provided to regular employees who have worked a similar period of time and are doing the same type of work as workers receiving OJT from the business; or
- has received TAA training funds and violated any of the labor standards outlined in the next section.

TAA-funded OJT must not:

- Displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee;
- Impair existing contracts for services or collective bargaining agreements - when a particular program or activity would be inconsistent with a collective bargaining agreement, the appropriate labor organization and business must provide written concurrence before the program or activity begins;

- Result in a participant being employed or assigned to a job if:
 - Any other individual is on layoff from the same or any substantially equivalent job;
 - The business has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy created with the TAA participant;
 - The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers;
 - The affected worker already possesses the specific skills necessary for the occupation identified in the training outline of the written TAA-OJT agreement as determined in the assessment/approval process;
 - The training is for the same occupation from which the worker was separated and TAA certified.

On-the-Job Training Options

	Workforce Investment Act		Trade Adjustment Assistance (TAA)
	Workforce Investment Act (WIA)	WIA OJT-NEG	
Training Eligibility	Adults Dislocated Workers Older Youth	Long-term Dislocated Workers, defined as those who have been unemployed for 20 weeks or more, with a dislocation date on or after January 1, 2008.	Any worker who has been found entitled to the Trade Adjustment Assistance (TAA) program.
Wage Reimbursement Rates for Businesses	WIA statute provides for reimbursement of up to 50% of wages (§101(31)(B)). New York State has periodically been granted OJT related waivers from USDOL/ETA that have allowed an increase in business reimbursement for OJT above the standard 50% of wages. Please contact WDTD.Onestop@labor.ny.gov to see if an OJT waiver is currently available.	Wage reimbursement flexibility based on business size is provided as follows: <ul style="list-style-type: none"> • Small business: 1-50 employees - Up to 90% reimbursement. • Medium business: 51-250 employees - Up to 75% reimbursement. • Large business: 251 and more employees - Up to 50% reimbursement (WIA standard). 	Reimbursement shall not average more than 50% of the wages paid by the business to such trainees during the training period.
Reimbursement Caps	No reimbursement limit imposed under federal statute or regulation. 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.nv.gov for the current 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.	OJTs funded whole or in part using OJT-NEG funding are limited to 6 months.	OJT is limited to 104 weeks.
Special Conditions		Business eligibility limitations: OJT/NEG positions can be developed with private for-profit and not-for-profit businesses. They cannot be developed with public sector entities.	