



## **ON THE JOB TRAINING POLICY – Adopted: 10-22-15**

The Workforce Innovation & Opportunity Act of 2014 (WIOA) defines On-The-Job Training (OJT) at WIOA section 3(44). WIOA allows for the provision of OJT for an individual when eligibility and other criteria are met. An OJT may take place with an employer in the public, private non-profit, or private sector.

OJT is a viable training option for participants who prefer hands-on training experiences to a traditional classroom setting. The OJT participant is assured a job at the end of training while earning an income during the training.

A written contract is required that provides a “structured” occupational training opportunity. The employer provides the OJT in exchange for a reimbursement to compensate for the employer’s extraordinary costs associated with training the OJT participant and the costs associated with the lower productivity of the OJT participant. The extra costs are presumed and need not be documented.

OJT must be provided through a contract to provide a structured occupational training opportunity for the OJT participant to gain the knowledge and competencies necessary to be successful in the occupation in which they receive training. The employer will be reimbursed the following wage rate to compensate for extraordinary costs:

- Up to 75 percent for companies with 250 or fewer employees or the statutory limits as they may be amended.
- Up to 50 percent for companies with 251 or more employees or the statutory limits as they may be amended.

The contract must be completed and signed before the OJT participant starts working. **Dutchess County Workforce Investment Board’s (DCWIB) designated staff and employer must sign an OJT Contract for each OJT participant.**

### **Employer Eligibility**

Careful consideration should be given when selecting suitable employers. General business practices in terms of working conditions (safety, health), presence of health benefits, wage, structure, turnover rates, adequate staff and equipment to carry out the training, and whether the employer is in compliance with federal, state and local laws, etc. are potential indicators to research. Both a Responsibility Questionnaire and a Federal Certifications Certification (Attachments A and B respectively) will have to be submitted to DCWIB’s designated staff as part of the due diligence required to determine eligibility.

In the event an employer has received an OJT contract in the twelve month period preceding the current request and the subsidized employee is no longer employed, for reasons other than personal resignation or for misconduct (any intentional volitional act



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or omission which is detrimental to an employer's interests), the new OJT request will be assessed for appropriateness and if awarded the maximum reimbursement rate will be reduced by one third. This penalty is applicable only if 50% or more of the total amount contracted for was reimbursed prior to dismissal of the employee. Subsequent contracts for organizations subject to this penalty will only be awarded at the discretion and approval of the DCWIB Executive Committee or Board.

WIOA funds may not be used or proposed to 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; and
- Customized training, skill training, or On-the-Job Training 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 that location for 120 days, if the relocation has resulted in any employee losing his or her job at the original location.

To verify that an employer which is new or expanding is not, in fact, relocating employment from another area, standardized pre-award review criteria must be completed and documented jointly by the LWIB with the employer, as a prerequisite to WIOA assistance. The employer wishing to implement training must be reviewed on-site prior to the execution of the first training agreement of each year.

Whomever the DCWIB designates will use the Standardized Pre-Award Review form (Attachment C) to provide documentation of the new or expanding establishment. Although the Standardized Pre-Award Review form must be completed before the execution of a contract – DCWIB has determined that the pre-award review and the signing of the contract may occur during the same visit to the establishment.

## **Participant Eligibility**

OJT is a “hire first” program. The OJT participant cannot be an employee of the company in the proposed position prior to the effective date of the contract. Participants must be certified eligible prior to consideration of an OJT contract.

If the OJT is provided to one of the employer's current employees, the employer must verify in writing to the DCWIB's designee that the OJT is an upgrade to a new position that requires additional skills, the introduction of new technology, production or service procedures and that the OJT position will provide the participant with additional wages, hours or benefits.



## **Duration and Rationale for OJT**

The length of the training must take into consideration the skill requirements of the occupation, the academic and occupational skill level of the participant, and prior work experience. The rationale for the training duration must also take into account: a) a participant’s disability including the need for accommodations; and b) the programs’ available funding. The rationale for the OJT training must be entered into the participant’s IEP and the duration of the OJT must be entered into the participant’s Service and Training Plan.

The minimum amount of hourly compensation allowable by DCWIB is \$12.00 per hour. All wage reimbursements will be paid at the negotiated percentage of the regular hourly wage and not at any premium rates such as overtime rates. The maximum training time for a WIOA OJT contract is six months or 1,040 hours.

An OJT contract is limited to the period of time required for the OJT participant to become proficient in the occupation for which the training is being provided. In developing a standardized approach to assessing the time requirements, the designated staff will consider:

- The specific skills needed for the occupation as required by the employer for the job;
- The normal training time for that occupation as shown by O\*NET. O\*NET provides information about thousands of job classifications and categorizes them into different zones of preparation. O\*NET may be accessed at: <http://www.doleta.gov/programs/onet>; and
- 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.

## **Occupations not Supported by OJT Contracts**

The following should not be considered for OJT:

- Where an employer would typically be able to train a new employee in the first few days or weeks on the job;
- Jobs where the principal source of income is tips, commissions or piecework basis;
- Jobs for commission salespersons, occupations requiring licensing as prerequisite and seasonal workers with WIA formula funds;
- Those jobs that are intermittent or seasonal in nature;
- Jobs 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;
- Training individuals in sectarian activities; and
- Jobs used to assist, promote, or deter union organization.



## **OJT Contract Requirements**

If the employer operates under a collective bargaining agreement, the wage and benefits must be those specified in that union agreement and the job opening must be cleared with the appropriate union.

- Employers must comply with requirements of the Civil Rights Act with respect to equal opportunity in employment for the OJT position as well as comply with all federal, state, and local laws.
- OJT participants hired under this program will be subject to the same personnel policies, rules and regulations, and accorded the same benefits as the other participants of the company.
- Employers must carry Workers’ Compensation insurance and make Federal and State Tax withholdings as required by law. In addition, the individual OJT participant payroll tax records and receipts for services (if applicable) must be maintained and available for review for a minimum period of three years after the end of the training period.
- Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws (including but not limited to child labor, health and safety laws), and be appropriate and reasonable regard to type of work undertaken and the proficiency of the participant.
- Employer certifies that the OJT participant will not displace any regular employee of the employer and certifies that no person was displaced as a result of relocation of the current business the previous 120 days of signing the OJT Referral Form.
- The OJT occupation must not involve religious or political activity.
- The OJT must be conducted at the employer’s place of business or another site, and may not be subcontracted.
- No employer may hire an OJT participant if a member of the OJT participant’s immediate family is engaged in an administrative capacity for that employer.
- The OJT employer must certify that neither the employing company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation by any federal department or agency.
- OJT Contracts can be written with employers from the public, private non-profit, or private for-profit business sectors.
- The OJT Training Plan must be written for skills that the OJT participant does not already possess. Care must be given to check the OJT participant’s work history, and to document that the new skills to be learned are different, more difficult, and/or unique to the new job, and are therefore necessary to perform the new job tasks.
- The OJT agreement will provide that the employer will maintain and make available time and attendance, payroll, and other records to support amounts invoiced and reimbursed under OJT Contracts.
- Modifications to the OJT Contract can be made as needed through mutual agreement of the employer and the DCWIB.



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- OJT Contracts will not be entered into with employers who have displayed poor patterns of retaining OJT participants in the past.

**In addition to the training conditions listed above, OJT Contracts must contain the following three clauses:**

**1. Termination of OJT Participants**

The employer agrees that the OJT participant shall not be terminated from training without giving prior notice to **DCWIB’s Designated Staff that signed the OJT Contract** and reasonable opportunity is given for correction or improvement of performance. The employer also agrees that it will immediately notify DCWIB’s designated entity 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 Contract. The employer understands that the termination of an OJT participant is subject to DCWIB’s grievance procedures.

**2. Displacement of Currently Employed Workers**

The employer agrees that no currently employed worker shall be displaced by the OJT participant including a partial displacement such as a reduction in the hours, wages, or employment benefits. The employer also agrees that no OJT participant shall be placed into a position that is currently vacated by an employee who is on layoff or into a position in which the Employer has terminated the employment of an employee with the intention of filling the position with an OJT participant. The employer further agrees that this Contract does not infringe in any way upon the promotional opportunities of current employees not involved in OJT.

**3. Access to Records**

The employer agrees that at any time during normal business hours, and as often as deemed necessary, the DCWIB’s designated staff monitor or DCWIB contracted entity (rather than DCWIB staff), State of New York, U.S. Department of Labor, or other authorized federal agencies or their agents may inspect and monitor any records or activities pertaining to this Contract. Such inspection shall be made to determine if the employer is in compliance with the terms and provisions of this Contract and if the OJT participant is making sufficient progress.

Contracts will not cover the cost of items such as uniforms, tools, equipment, licensing fees, books or other supplies. Such expenses, if deemed necessary to perform the job safely and accurately, may be covered by an Individual Training Account (ITA).

**Documentation**

The documentation listed below must be maintained in the OJT Contract file in addition to the required elements stated in this policy:

- OJT Training Contract (Original);
- Standardized Pre-Award Review Form;



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- Any modifications of the Training Contract;
- Training time documentation;
- Participant Level of Completion;
- Training payment invoices;
- Monitoring reports, including problems, corrective action, and follow-up;
- Justification of OJT participant’s failure to satisfactorily complete training; and
- Proof of Workers Compensation Insurance Coverage.

## **Monitoring and Oversight**

Frequent contact with the employer and/or OJT participant is essential. DCWIB’s designated entity must monitor OJT contracts monthly, at a minimum, in order to evaluate the OJT Participant’s progress, to document that the training is being provided as outlined in the contract, for compliance with provisions of the contract and to ensure that reimbursements are being made in accordance with procedures. Participant’s progress must be documented in case notes.

Methods of contact can include on-site visits, phone or email and in-person visits at other locations. Methods of contact must be sufficient to assure that training is being provided as specified in the OJT contract. Contact information will be documented in case notes.

DCWIB will designate staff to monitor each OJT Contract on-site at least once during the training period (Attachment D) to ensure compliance with contract terms and to help solve any concerns between the Service Provider, Employer(s), and/or OJT participant.

## **Employer Orientation**

The employer must receive an orientation from DCWIB’s designated staff to ensure the employer understands the:

- Contract terms;
- Purpose of the OJT (including the training plan);
- Best method of communicating with the employer;
- Process of preparing and submitting timesheets; and
- OJT participant must receive an orientation from the employer, which includes the employer’s expectations, training, and evaluation methods.

## **Participant Orientation**

The employer will provide an orientation to the participant that covers:

- Employer’s rules and expectations;
- The training plan and evaluation methods;
- Safety information; and
- Benefits.

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3 Neptune Road Poughkeepsie, NY 12601

Telephone (845) 463-0517 Fax (845) 463-0247 [www.dcwib.org](http://www.dcwib.org)

*The programs provided by this agency are partially funded by moneys received from the County of Dutchess  
EOE/P auxiliary aids and services are available upon request to individuals with disabilities*



## Attachment A

### 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 affiliate<sup>1</sup>, 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?

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<sup>1</sup> “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.



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Yes  No

f. A local, state or federal suspension, debarment or termination from the contracting process?

Yes  No

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



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## Attachment A

- 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



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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:

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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:

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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



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## Attachment A

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

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

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Provide the court name, address and docket number:

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

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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;



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- 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
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Address	Typed Copy of Signature
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City, State, Zip	Title
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Date

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Attachment B**

**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 statement 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

**Attachment B**

agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.



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**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, and 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.



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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 Innovation and Opportunity Act will be American made. See WIOA Section 502 – 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 subrecipient 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 A3 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.

### ***Authorized Signatures***

DATE:

EMPLOYER SIGNATURE:

TYPE/PRINT NAME:

TITLE:



**Attachment C**

**On-the-Job Training (OJT) Pre-Award Checklist**

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?



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## Attachment C

- 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?
- 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



## Attachment C

### On-the-Job Training (OJT) Job Description

Complete a separate description for each OJT title.

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

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



**Attachment D**

**OJT Monitoring  
Supervisor’s Interview Guide\***

1. Supervision & Training
  - a. Does the Supervisor have a copy of the job description and training plan?
  - b. Does the Supervisor review the trainee’s work progress with them?
  - c. Do the work assignments agree with the OJT contract?
  - d. Is the training plan being followed?
  
2. Time Records
  - a. Is the trainee required to sign in and out daily?
  - b. If not is there a system to record time and attendance accurately?
  - c. Does the trainee’s hourly rate of pay match the OJT contract?
  
3. Performance
  - a. Is the trainee performing the work assignments satisfactorily?
  - b. Are there any concerns about the trainee?

\*All notes must be entered into OSOS in a timely fashion



# Dutchess County Workforce Investment Board

“Building Partnerships for Workforce Solutions”

Attachment D

## OJT Monitoring On Site Monitoring Report\*

### MID-POINT MONITORING REPORT

Company/ Contract #:		EIN #:	Program Start Date:
Address:	Contract #		Expected End Date:
City:	State:	Zip:	Standard Work Week Hours:
Primary Contact:	Phone:		Wages:
Trainee:	Job Title:		
Trainee Supervisor:			

SKILLS / LEARNING OBJECTIVES	APPROXIMATE TRAINING HOURS	SKILLS/ COMPETENCY RATING	PROGRESS EVALUATION METHOD
Employer Orientation – “Non-Reimbursable”			
A.			
B.			
C.			
D.			
E.			

**RATINGS:** 1) With Supervision  
2) Without Supervision  
3) Mastered Skill  
4) Continuing to Master Skill

**Evaluation** 1) Supervisor Assessment  
2) Oral or Written Q & A  
3) Demonstration  
4) Other (please identify)

