# On-the-Job Training (OJT) Contract

## CONTRACT PURPOSE

The purpose of this contract is to establish the general terms and conditions under which Trade Adjustment Assistance (TAA) may refer Trade Adjustment Assistance (TAA) participants (“the Trainee”) to       to enable the Trainee to take part in an On-the-Job Training (“OJT”) program.

## OJT DEFINITION

The term “on-the-job training” means training by an employer that is provided to a paid trainee while engaged in productive work. This training will:

* provide knowledge or skills essential to the full and adequate performance of the job;
* qualify for reimbursement to the employer a portion of the wage rate of the Trainee, for providing the training and additional supervision related to the training; and
* limit the OJT contract period of time for a trainee to become proficient in the occupation for which the training is being provided. In determining the length of the training, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the trainee, the prior work experience of the trainee, and the individual employment plan, as appropriate.
* Payment will not be issued for overtime, vacation, sick time or holidays as the trainee is not engaged in productive work/training during those times.

## OJT AGREEMENT

This On-the-Job Training Agreement is between TAA and , the employer. Both parties agree to the terms and conditions in this contract. The contract begins on Enter Start Date and ends on Enter End Date.

### Section 1: Contact Information

Complete the contact information for the OJT Service Provider (TAA) and the Employer.

#### OJT SERVICE PROVIDER: TAA

PHONE: 651-259-7543

EMAIL: deed.taa@state.mn.us

FAX: 651-296-0288

OJT PROVIDER ADDRESS: 332 Minnesota Street E200, St. Paul, MN 55101

#### EMPLOYER NAME:

EMPLOYER CONTACT:

EMPLOYER PHONE:

EMPLOYER EMAIL:

EMPLOYER FAX:

EMPLOYER ADDRESS:

EMPLOYER F.E.I.N. #:

EMPLOYER MN ID #:

### Section 2: Trainee Information

Complete the contact information for trainee and reimbursement rates.

TRAINEE NAME:

SOCIAL SECURITY NUMBER (Last Digit only):

TRAINEE’S HOME ADDRESS (Street, City, State, Zip):

PHONE:

EMAIL:

JOB TITLE:

JOB DESCRIPTION:

TRAINING DATES:

STARTING HOURLY WAGE RATE: $

EXPECTED HOURLY WAGE RATE UPON COMPLETION OF TRAINING: $

TOTAL TRAINING HOURS:

WEEKLY WORK HOURS:

REIMBURSEMENT RATE: 50%

### Section 3: Training Plan

1.

Skill to be learned Estimated Training Hours

1.

Skill to be learned Estimated Training Hours

1.

Skill to be learned Estimated Training Hours

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Skill to be learned Estimated Training Hours

TOTAL ESTIMATED TRAINING HOURS:

### Section 4: General Terms and Conditions

#### TAA’s Responsibilities

1. TAA agrees to pay on a Payment schedule: e.g. monthly or bimonthly basis.

####  ’s Responsibilities For Current Employee Trainees

1. agrees that the OJT is a new position that requires additional skills, and that the OJT position will provide the Trainee with additional wages, hours or benefits. (Employer, attach a copy of the position description to the contract when submitting.)
2. agrees to submit a progress report (template to be provided to company by TAA) every 60 days while Trainee is in training.

####  ’s Responsibilities For New Hires and Current Employee Trainees

1. agrees to employ Trainees who have completed their training for a minimum of 26 weeks after training has been completed. may only discharge an employee during this 26-week period if he or she commits employment misconduct, as defined in Minn. Stat. § 268.095, subd. 6.
2. agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT contract, as well as fringe benefits and personnel records, for three (3) years after the end of the contract. These records are subject to review, monitoring, and audit by the OJT Service Provider (TAA) and any government entities, at any time and without prior notice.
3. agrees to provide adequate insurance coverage to protect against legal liability arising out of OJT activity.
4. agrees that the training plan in this contract is limited to the time necessary for the Trainee to become proficient.
5. agrees to adhere to all applicable federal, state, and local laws and ordinances, including wage, anti-discrimination, labor, employment, environmental, health, and safety laws.
6. agrees to pay the Trainee at the same rates, including increases, and benefits as employees who are situated in similar jobs.
7. agrees that OJT funds will not be used to assist, promote or deter union organizing or religious activities.
8. agrees that no member of the Trainee's immediate family is engaged in an administrative capacity for , or will directly supervise the Trainee. For the purpose of this contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the Trainee's spouse.
9. agrees that the Trainee has not been hired into a position when any other person is on layoff from the same or a substantially equivalent job within the same organizational unit or has been bumped and has recall rights to that position, nor is the OJT created in a promotional line that infringes on opportunities of current employees.

### Section 5: Contract Modification or Termination

TAA may immediately terminate this contract if federal or state funding is no longer available, or if the TAA program is no longer authorized by state or federal law.

This contract will automatically terminate if the Trainee voluntarily resigns. may then submit a final reimbursement to TAA for the outstanding hours worked before the resignation.

TAA may immediately terminate this contract if does not fulfill its responsibilities under the contract, and must refund any moneys paid under this contract to TAA.

This contract is governed and construed in accordance with the laws of the State of Minnesota. All claims relating to or rising out of this contract, including any contract or tort claims, are governed by the laws of the State of Minnesota.

### Section 6: Signatures

 agrees to all the terms and conditions in this OJT Contract.

DATE:

EMPLOYER REPRESENTATIVE NAME: (PLEASE PRINT)

EMPLOYER REPRESENTATIVE TITLE:

EMPLOYER REPRESENTATIVE SIGNATURE:

TAA agrees to all the terms and conditions in this OJT Contract.

DATE:

TAA SPECIALIST (please print):

SIGNATURE:

### Section 7: Concurrence of the Collective Bargaining Agent

Complete this information about whether the employment and training is subject to a collective bargaining agreement.

1. Is the occupation in which the OJT is being offered subject to a collective bargaining agreement?
2. If yes, please indicate the name, title, and union affiliation of the appropriate bargaining representative:

BARGAINING REPRESENTATIVE’S NAME:

BARGAINING REPRESENTATIVE’S TITLE:

UNION AFFILIATION:

SIGNATURE:

### \*\*\*\*\*\*\*\*\*For TAA Office Use Only – OJT Checklist\*\*\*\*\*\*\*\*\*

*The number of weeks for training to be completed, calculated from estimated training hours and hours worked per week (Section 3) if applicable (****cannot*** *exceed 2 years or 104 weeks):*

*Petition no.:*

*WF1 ID:* *WF1 Enrollment Date:*

*Pre-Award Review from employer:* *[ ]*

*Position Description (PD) for new job:**[ ]*

*Trainee Resume* *[ ]*

*Trainee IEP* *[ ]*

*RTAA eligibility? Check if yes:* *[ ]*

*Employer’s Swift Vendor ID*

*Transportation subsistence eligibility* *[ ]*

*Mileage Map (if eligible for TS):* *[ ]*

*Transportation contract (if eligible for TS):* *[ ]*

*Transportation Subsistence template (if eligible for TS):* *[ ]*

*Trainee Swift Vendor ID (if eligible for TS reimbursement):*

 *O\*Net information for layoff job* *[ ]*

*O\*Net information for OJT job* *[ ]*

*O\*Net Code # for OJT job:*

O\*Net Job Zone for OJT job:

NAICS Code for OJT employer: