



State Policy

Workforce Innovation and Opportunity Act (WIOA)

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	Youth, Adult, and Dislocated Worker; Training
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	August 31, 2018
	Supersedes
	On-the-Job Training (OJT) (effective August 25, 2017)

On-the-Job Training (OJT), Change 1

REFERENCE

Federal and state laws, regulations, rules, and other guidance and documentation relied upon for the development of this policy are cited in footnotes.

BACKGROUND

Under WIOA, work-based training is employer driven with the goal of unsubsidized employment after training for WIOA Title I (youth, adult, and dislocated worker) program participants. On-the-job training (OJT) is one of several types of work-based training. OJT is provided under a contract with an employer or the sponsor of a Registered Apprenticeship program.¹

ACTION

This policy supersedes and cancels the State's² On-the-Job Training (OJT) policy (effective date August 25, 2017). Questions and comments on this policy may be submitted in writing to the WIOA policy mailbox at ndol.wioa_policy@nebraska.gov.

¹ 20 CFR § 680.700(a)

² The term "State" refers to the Nebraska Workforce Development Board and the Nebraska Department of Labor (acting on the Governor's behalf pursuant to the Governor's Executive Order No. 15-03).

Each local board must:

- establish and document, in its local plan or local policy on OJT, methods for determining OJT duration as described in [Section I\(a\)\(3\)](#);
- establish and document, in its local plan or local policy on OJT, local area criteria and procedures for determining that an eligible employed worker is not earning a self-sufficient wage comparable to or higher than wages from previous employment as described in [Section I\(c\)\(1\)](#);
- provide for continual oversight and monitoring to make certain that WIOA Title I funds are utilized to provide participants with the OJT necessary to successfully retain employment as described in [Section I\(c\)\(2\)](#);
- document the factors used when deciding to increase the employer-reimbursement rate above 50 percent (but not more than 75 percent)³ as described in [Section II\(a\)\(1\)](#); and
- ensure that employer reimbursement complies with the requirements of the wage-reimbursement cap as described in [Section II\(a\)\(2\)](#).

CHANGES

This policy reduces the records retention period stated in the superseded policy from five years to three years, as stated in [Section I\(b\)\(2\)](#). No other material changes have been made to the provisions of this policy.

POLICY

This policy establishes:

- requirements for OJT, including:
 - training requirements;
 - employer requirements; and
 - contract requirements;
- permitted and prohibited uses of WIOA Title I funds for OJT;
- appeal and grievance procedures relating to OJT.

³ 20 CFR § 680.730(b); TEGL 19-16

This policy has three sections and two appendices.

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Section I. Requirements for OJT

OJT is provided under a contract with an employer, or sponsor of a Registered Apprenticeship program, in the public, private nonprofit, or private sector. Occupational skills training is provided for the participant according to the OJT contract. The employer is reimbursed for a portion of the participant's wages to compensate for the extraordinary costs of providing training and supervision related to the training.

In its design of the local OJT program, each local board is strongly encouraged to refer to and use the *Strategies for Implementing OJT Simply and Effectively*, developed by the US Department of Labor Employment and Training Administration.⁴

(a) Training requirements

(1) In-demand industry sectors and occupations

OJT must be directly linked:⁵

- to an in-demand industry sector or occupation in the local area or planning region, or in another area to which the participant is willing to relocate; or
- upon approval of the local board, to an occupation determined by the local board to be in a sector of the economy that has a high potential for sustained demand or growth in the local area.

(2) Wages, benefits, and working conditions⁶

Participants in OJT must be compensated at the same wage rates, including periodic increases, as trainees or employees who:

- are similarly situated in similar occupations by the same employer; and
- have similar training, experience, and skills.

⁴ The resource guide is accessible through WorkforceGPS at https://www.workforcegps.org/events/2016/05/02/13/26/Strategies_for_Implementing_OJT-Simply_and_Effectively.

⁵ WIOA Sec. 134(c)(3)(G)(iii)

⁶ WIOA Secs. 181(a)(1) and 181(b)(5); 29 USC § 206(a)(1); 20 CFR § 683.275; Neb. Rev. Stat. §§ 48-1201 to 48-1209.01

In addition, OJT wage rates must comply with all applicable Federal and state laws, including laws relating to minimum hourly wages; and participants in OJT must be provided benefits and working conditions comparable to those of other trainees or employees working a similar length of time and doing the same type of work for the employer.

(3) OJT duration⁷

Each local board must establish and document, in its local plan or local policy on OJT, methods for determining OJT duration. The duration of OJT must be limited to the period of time required for the participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the:

- skills required for the occupation;
- academic and occupational skill level of the participant, which must be based on a skills-gap assessment;
- prior work experience of the participant; and
- participant's individual employment plan (IEP).

(4) Training plan⁸

An OJT training plan must be:

- established for each participant placed in OJT; and
- based on the skills to be acquired during OJT.

Each OJT training plan must be unique and tailored to the specific training needs of the participant. There is no need for detailed descriptions of the training methods to be used. The training plan should focus on the skills and competencies to be attained not the manner in which skills will be developed or the individual tasks to be performed.

(b) Employer requirements

(1) Pre-award (pre-OJT contract) review⁹

Prior to entering into an OJT contract with an employer:

- local area staff must conduct a pre-award review; and
- the employer must successfully complete the pre-award review.

⁷ 20 CFR § 680.700(c)

⁸ For an example of an effective training plan, refer to *Strategies for Implementing OJT Simply and Effectively*, which is accessible through WorkforceGPS at https://www.workforcegps.org/events/2016/05/02/13/26/Strategies_for_Implementing_OJT-Simply_and_Effectively.

⁹ 20 CFR § 683.260(b)

The purpose of the pre-award review is to determine whether the employer is qualified and capable of providing OJT that complies with the requirements of an OJT contract, this policy, and the applicable provisions of WIOA. The pre-award review must be conducted and documented as described in [APPENDIX II](#).

(2) Records retention¹⁰

Each employer providing OJT must maintain records relating to the participant and the OJT for a period of no less than three years from the close of the applicable program year, or longer if any litigation or audit has begun or any claim is instituted which involves these records. In that case, the employer must retain the records for a period of no less than three years from the conclusion or resolution of the litigation, audit findings, or claim. The employer must allow access to those records for authorized entities, including local area staff performing the oversight and monitoring activities described in [Section I\(c\)\(2\)](#).

(3) Employer performance

Employers providing OJT are not subject to the eligibility and performance reporting requirements established by NDOL for eligible training providers and are not included on Nebraska's Eligible Training Provider List.¹¹

(4) Ineligible employers¹²

1. If it is determined during a pre-award review that an employer's business, or any part of its business, has relocated and employees at the employer's other location(s) were laid off as a result of the relocation, the employer is not eligible to receive WIOA Title I funds for the provision of OJT until the employer has been in operation at its current location at least 120 calendar days.
2. Any employer that does not agree to an OJT contract that includes all of the elements described in Table 1 of [Section I\(c\)](#) is not eligible to receive WIOA Title I funds for the provision of OJT.
3. Local boards must not enter into an OJT contract with an employer that has:
 - a. failed to successfully complete the pre-award review procedures described in [APPENDIX II](#); or
 - b. exhibited a pattern of failing to provide OJT participants with continued long-term employment as regular employees with wages and employment benefits (including health benefits) and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.

(c) Contract requirements

Except as described in [Section I\(c\)\(1\)](#), OJT is intended for unemployed participants as a method for providing training necessary to successfully retain employment.

¹⁰ Refer to the State's current policy on records management for additional information on records retention.

¹¹ 20 CFR § 680.530(a)

¹² WIOA Secs. 181(d) and 194(4); 20 CFR §§ 680.700(b) and 683.260

OJT contracts must, at a minimum:

- address the elements described in Table 1; and
- be procured in accordance with all Federal, state, and local procurement requirements and policies.

Table 1. Required OJT Contract Elements

Element	Description
OJT occupation	The occupation for which OJT will be provided <u>must</u> be described and <u>must</u> comply with the requirements of Section I(a) .
OJT wage, benefits, and working conditions	The OJT wage, benefits, and working conditions <u>must</u> be defined and <u>must</u> comply with the requirements of Section I(a)(2) .
OJT duration	The duration of the OJT <u>must</u> be defined and <u>must</u> comply with the requirements of Section I(a)(3) .
Training plan	A training plan, as described in Section I(a)(4) , <u>must</u> be included and <u>must</u> consist of: <ul style="list-style-type: none"> ▪ comprehensive list of the occupational skills the participant will acquire during OJT, which <u>must</u> be directly linked to the OJT occupation; and ▪ if classroom training is part of the OJT, a clear description of the classroom training to be provided, which <u>must</u> be directly linked to the OJT occupation.
Recordkeeping and record retention	Provisions describing the employer's responsibilities with regard to recordkeeping and maintenance <u>must</u> be included and <u>must</u> comply with the requirements of Section I(b)(2) .
Justification for OJT for employed participant	If the OJT participant is an eligible employed worker, the contract <u>must</u> include a justification of the participant's need for OJT, which <u>must</u> comply with the requirements of Section I(c)(1) .
Employer reimbursement	Employer reimbursement <u>must</u> be defined and <u>must</u> comply with the requirements of Section II(a) , including subsections (1) and (2).

IMPORTANT. Recontracting with an employer is allowable and desirable when the employer has demonstrated a high success rate with regard to successful completion of OJT by participants and retention of those participants.

(1) Contracts for employed participants

While OJT is intended for unemployed participants, OJT contracts may be established for eligible employed workers when all of the following requirements are met:¹³

- the employed worker is not earning a self-sufficient wage comparable to or higher than wages from previous employment (refer to [Section I\(c\)\(1\)\(i\)](#) regarding determining self-sufficient wage); and
- requirements for a pre-award review ([Section I\(b\)\(1\)](#)) and OJT contract requirements ([Section I\(c\)](#)) are met; and
- the OJT relates to one or more of the following factors:
 - introduction of new technologies;

¹³ 20 CFR § 680.710

- introduction to new production or service procedures;
- upgrading to a new job that requires additional skills;
- workplace literacy; or
- other appropriate purposes identified by the local board.

(i) **Determining self-sufficient wages**

Determining that an eligible employed worker is not earning a self-sufficient wage comparable to or higher than wages from previous employment must be based on criteria and procedures established under the local board’s policy on OJT.

(2) **Oversight and monitoring**

The local board must provide for oversight and continual monitoring¹⁴ of OJT contracts to ensure that WIOA Title I funds provided through OJT contracts are utilized to provide participants with the training necessary to successfully retain employment. At a minimum, oversight must be based on the requirements of the OJT contract, this policy, and applicable WIOA provisions and must include monitoring of:

- participant progress;
- working conditions;
- compensation made and benefits provided to the participant;
- invoicing by and reimbursement to the employer; and
- recordkeeping and record retention by the employer, including records describing:
 - wages;
 - benefits;
 - time and attendance records; and
 - other personnel records generated and maintained by the employer for other trainees or employees.

Section II. Use of OJT Funds

(a) **Payments to employers¹⁵**

Reimbursement of a portion of the participant’s wages made to the employer providing OJT constitutes compensation for the extraordinary costs associated with training the participant and

¹⁴ 20 CFR § 683.410(a)

¹⁵ 20 CFR § 680.720

potentially lower productivity of the participant while in OJT. Employers are not required to document the extraordinary costs.

Subject to the wage-reimbursement cap described in [Section II\(a\)\(2\)](#), employers may be reimbursed up to 50 percent of the wages paid to a participant during OJT. The 50 percent employer-reimbursement rate may be increased to 75 percent by the local board as described in [Section II\(a\)\(1\)](#).

IMPORTANT. Co-enrollment may assist in making additional funds available for OJT.¹⁶ For example, WIOA Title I allows up to 75 percent reimbursement to employers for OJT, while the Trade Adjustment Assistance (TAA) Program allows reimbursement up to 50 percent. For OJT approved training for a co-enrolled TAA participant, the TAA Program may reimburse employers up to 50 percent, and WIOA Title I may reimburse employers up to an additional 25 percent to bring the total reimbursement to employers up to 75 percent to align TAA Program benefits with WIOA Title I benefits.

(1) Increased employer-reimbursement rate¹⁷

A local board may increase the employer-reimbursement rate under an OJT contract, when taking into account the:

- characteristics of the participant, including whether the participant is an individual with a barrier to employment;
- size of the employer, with an emphasis on small businesses;
- quality of employer-provided training and advancement opportunities (e.g., whether the OJT will lead to an industry-recognized credential); and
- other factors the local board may determine appropriate, including the:
 - number of participants involved in the OJT;
 - wage and benefit levels of the participants, at the beginning of OJT and after completion; and
 - relative benefit of the training to the competitiveness of the participant.

The local board must document the factors used when deciding to increase the employer-reimbursement rate above 50 percent. The local board must not increase the employer-reimbursement rate beyond 75 percent.

(2) Wage-reimbursement cap¹⁸

The employer-reimbursement rate is applied against the participant's wage rate unless the participant's wage rate exceeds Nebraska's current average hourly wage rate. If the participant's

¹⁶ TEGL 19-16

¹⁷ 20 CFR § 680.730; TEGL 19-16

¹⁸ TEGL 13-15

wage rate exceeds the average hourly wage rate, the employer-reimbursement rate is applied against the average hourly wage rate.

The average hourly wage rate for each state is provided annually and retroactively by the Bureau of Labor Statistics in the Quarterly Census of Employment and Wages and based on the most up-to-date annual data.

The average hourly wage rate for Nebraska is provided by NDOL on an annual basis through an Employment and Training Notice.

IMPORTANT. Employers must compensate OJT participants at the same rates as trainees or employees who are situated in similar occupations by the same employer and who have comparable training, experience, and skills.¹⁹ Therefore, if the job pays less than the wage cap, the participant's wage rate and employer reimbursement must be based on the wage paid for the job. The OJT employee must not be paid more than other trainees or employees who are situated in similar occupations simply because the wage cap makes a higher reimbursement threshold possible.

Examples 1 and 2 illustrate reimbursement based on the wage cap.

EXAMPLE 1. A participant in Nebraska enters OJT as an insurance underwriter, earning \$36.29, which is above Nebraska's wage cap of \$21.24. The employer must be reimbursed based only on the wage cap and the employer-reimbursement rate. In addition, the employer must compensate the participant at the same hourly wage rate as an actual employee (with similar levels of training, experience, and skills) doing the same job as the participant (\$36.29 in this example), despite receiving reimbursement based on the wage cap and not the higher actual hourly wage rate.

EXAMPLE 2. A participant in Nebraska enters OJT as a certified nursing assistant earning \$13.52, which is below Nebraska's wage cap of \$21.24. The employer must compensate the participant at the same hourly wage rate as an actual employee (with similar levels of training, experience, and skills) doing the same job as the participant. In addition, the employer must be reimbursed based only on the hourly wage rate paid to the participant (\$13.52 in this example) and the employer-reimbursement rate. The employer must not pay the participant a higher hourly wage simply because the wage cap is higher than the employer's wage rate for comparable work.

(b) OJT and Registered Apprenticeship programs²⁰

OJT funds may be use for the OJT portion of a Registered Apprenticeship program. An OJT contract may be entered into with:

- the sponsor of the Registered Apprenticeship program; or
- an employer participating in the sponsor's Registered Apprenticeship program, provided that employer meets the requirements established in [Section I\(b\)](#).

¹⁹ WIOA Sec. 181(a)(1)(A)

²⁰ 20 CFR § 680.740; TEGL 19-16

Depending on the length of the Registered Apprenticeship program and the requirements or limitations of the local board's policy on OJT, OJT funds may be used for some or all OJT required under the Registered Apprenticeship program.

(c) OJT and ITA funds²¹

OJT funds and Individual Training Account (ITA) funds may be used in combination when placing participants into OJT, including training services provided under pre-apprenticeship programs and Registered Apprenticeship programs.

(d) Prohibited Uses²²

Funds provided for OJT under WIOA Title I must not be used for any business or part of a business that has relocated until 120 calendar days after the date the business commences operations at its new location. This prohibition on the use of OJT funds applies when the relocation of the business, or part of the business, results in a loss of employment for any employee of the business at the original location; provided that the original location is within the United States.²³

If the Secretary of the US Department of Labor (Secretary) determines that a violation of this prohibition has occurred, the Secretary must require repayment to the United States an amount equal to the amount expended in violation of the prohibition.

Section III. Appeal and Grievance Procedures²⁴

(a) Denial of employer eligibility to provide OJT

An employer that has been denied eligibility as an OJT provider may file a complaint through the local board's established grievance procedures.

An appeal may be made to the State according to the procedures described in the State's policy on grievances and complaints if the complainant:

- does not receive a determination on a complaint filed at the local level within 60 calendar days of filing; or
- is dissatisfied with the local-level determination.

(b) Displacement of regular employees and participants

An OJT participant must not displace any current employee of the employer providing OJT. Displacement includes any partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits.

²¹ 20 CFR §§ 680.320 and 680.750

²² WIOA Secs. 181(d)(2) – (3) and 194(4); 20 CFR § 683.260

²³ Refer to [Section I\(b\)\(4\)](#) for additional information on this prohibition.

²⁴ 20 CFR §§ 683.270 and 683.600

Regular employees and OJT participants alleging such a displacement may file a complaint through the local board's established grievance procedures.

An appeal may be made to the State according to the procedures described in the State's policy on grievances and complaints if the complainant:

- does not receive a determination on a complaint filed at the local level within 60 calendar days of filing; or
- is dissatisfied with the local-level determination.

DISCLAIMER

This policy is based on NDOL's reading of the applicable statutes, regulations, rules, and guidance released by the US Government and the State of Nebraska. This policy is subject to change as revised or additional statutes, regulations, rules and guidance are issued.

APPENDIX I. Definitions

PURPOSE. Definitions in this appendix are provided as supplemental information that supports the provisions of the policy. The terms and phrases defined in this appendix should be read and understood in the context in which they are used in the policy and not as stand-alone information independent of that context.

1. eligible employed worker

An *eligible employed worker* means an individual that meets the eligibility criteria for enrollment in one or more WIOA Title I (Youth, Adult, or Dislocated Worker) programs.

2. on-the-job training (OJT)²⁵

The term *on-the-job training* (OJT) means training provided by an employer to a participant who is paid while engaged in productive work in a job that:

- provides knowledge or skills essential to the full and adequate performance of the job;
- is made available through a program that provides reimbursement to the employer of up to 75 percent²⁶ of the participant's wage rate 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 participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the participant's IEP, as appropriate.

3. pass-through entity

The term *pass-through entity* means a non-Federal entity, like a local board, that provides a subaward to a subrecipient, like an employer providing OJT, to carry out some or all of the activities permitted or required under a Federal program.²⁷

4. pre-apprenticeship program²⁸

A *pre-apprenticeship program* is a program designed to prepare individuals to enter and succeed in a Registered Apprenticeship program. A *pre-apprenticeship program* should include the following elements:

- training and curriculum that aligns with the skill needs of employers in the economy of the state or region involved;
- access to educational and career counseling and other supportive services, directly or indirectly;

²⁵ WIOA Sec. 3(44)

²⁶ Refer to [Section II\(a\)](#) for requirements regarding OJT payments to employers.

²⁷ 2 CFR § 200.74

²⁸ 20 CFR § 681.480. Refer to TEN 13-12 for more information on quality pre-apprenticeship programs, which is accessible at https://wdr.doleta.gov/directives/attach/TEN/TEN_13-12_Acc.pdf.

- hands-on, meaningful learning activities that are connected to education and training activities, such as exploring career options, and understanding how the skills acquired through coursework can be applied toward a future career;
- opportunities to attain at least one industry-recognized credential; and
- a partnership with one or more Registered Apprenticeship programs that assist in placing individuals who complete the pre-apprenticeship program in a Registered Apprenticeship program.

5. Registered Apprenticeship program

A *Registered Apprenticeship program* is an apprenticeship program that is registered with the U.S. Department of Labor Office of Apprenticeship.

6. subaward²⁹

The term *subaward* means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out some or all of the activities permitted or required under a Federal award received by the pass-through entity.

A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

7. subrecipient³⁰

The term *subrecipient* means a non-Federal entity that receives a subaward from a pass-through entity to carry out some or all of the activities permitted or required under a Federal program (e.g., WIOA Title I Youth, Adult, and Dislocated Worker programs).

The term *subrecipient* also refers to any entity to which a local board provides a subaward for the administration of some or all of the requirements of the subaward provided to the local board by NDOL for administration of WIOA Title I Youth, Adult, and Dislocated Worker activities.

The term *subrecipient* does not include an individual that is a participant in the program.

²⁹ 2 CFR § 200.92

³⁰ 2 CFR § 200.93

APPENDIX II. Pre-award Review Procedures

As stated in [Section I\(b\)\(1\)](#) of the policy, local area staff must conduct a pre-award review to determine an employer's eligibility to provide OJT prior to entering into an OJT contract with the employer. The pre-award review must be documented using the *Employer Assurances and Certifications for On-the-Job Training* form provided as part of this appendix.

IMPORTANT. The pre-award requirements described in this appendix must be completed and documented jointly by local area staff and the employer.³¹ If the employer has signed an *Employer Assurances and Certifications for On-the-Job Training* form and an OJT contract within the preceding six months, the employer is not required to execute a new *Employer Assurances and Certifications for On-the-Job Training* form in order to enter into a new OJT contract for placement of another participant.

1. The pre-award review must include:
 - a. verification of the employer's period of operation at its current location:
 - i. if at its current location less than 120 calendar days proceed as described below in item 2;
 - b. review and discussion of the *Employer Assurances and Certifications for On-the-Job Training* form by local area staff with the employer, either in person or by phone; and
 - c. completion of the *Employer Assurances and Certifications for On-the-Job Training* form, including the employer's signature.
2. If the employer has relocated from another area in the United States, local area staff must verify that employees at the employer's other location(s) have not been laid off as a result of the relocation.³² To perform this verification, local area staff must complete steps 2.a. and 2.b.
 - a. Collect from the employer the:³³
 - i. names under which the employer does or has done business, including predecessors and successors in interest;³⁴
 - ii. information confirming whether WIOA Title I assistance is sought in connection with past or impending job losses at other facilities owned or operated by the employer, including predecessor and successors in interest; and
 - iii. name, title, and address of the company official certifying the accuracy of collected information.

³¹ 20 CFR § 683.260(b)

³² WIOA Sec. 181(d)(2). Refer to [Sections I\(b\)\(4\)](#) and [II\(d\)](#) of the policy for information on this restriction.

³³ 20 CFR § 683.260(b)

³⁴ The phrase *predecessors and successors in interest* refers to previous and current persons or entities who held or hold rights or interests in the employer's business.

- b. Consult with the Program Coordinator for NDOL's Rapid Response Program to determine and document whether WARN notices relating to the employer have been filed.³⁵

Local area staff may also consult with labor organizations and others in the local area(s) from which the business relocated.³⁶

As stated in [Section I\(a\)\(4\)](#) of the policy, if the employer's business, or any part of its business, has relocated and employees at the employer's other location(s) were laid off as a result of the relocation, the employer is not eligible to receive WIOA Title I funds for the provision of OJT until the employer has been in operation at its current location at least 120 calendar days.

3. The completed and signed *Employer Assurances and Certifications for On-the-Job Training* form must be incorporated into and made part of the OJT contract.

³⁵ 20 CFR § 683.260(b)

³⁶ Ibid.

Employer Assurances and Certifications for On-the-job Training

The assurances and certifications in this document detail specific requirements regarding on-the-job training (OJT) under the Workforce Innovation and Opportunity Act of 2014 that apply to <insert employer/business name> (Employer) as a provider of OJT. The assurances and certifications herein do not limit in any way the responsibilities of Employer. Employer is subject to all applicable Federal and state laws, rules, regulations, policies, and procedures with regard to the provision of OJT to an individual participating in the OJT. By signing this document, Employer assures and certifies, as applicable, that Employer will abide by the requirements, limitations, and restrictions described herein, in addition to all applicable Federal and state laws, rules, regulations, policies, and procedures.

Assurances

1. Employer assures that during OJT:
 - a. an individual participating in OJT will be compensated at the same rates, including periodic increases, as other trainees or employees who are similarly situated in similar occupations by Employer and who have similar training, experience, and skills;
 - b. the compensation rate for an individual participating in OJT will comply with all applicable Federal and state laws and not be less than the higher of the Federal minimum wage rate, state minimum wage, or local minimum wage; and
 - c. an individual participating in OJT will be provided benefits and working conditions comparable to those of other trainees or employees working a similar length of time and doing the same type of work for Employer.
2. Employer assures that:
 - a. an individual participating in OJT is not displacing (including partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any current employee of the employer as of the date of the individual's participation in OJT;
 - b. the placement of an individual participating in OJT is not impairing existing contracts for services or collective bargaining agreements, or, if the placement is inconsistent with a collective bargaining agreement, the appropriate labor organization and Employer have provided written agreement with the placement before the placement begins;
 - c. no other employee of Employer is on layoff from the same or any substantially equivalent job;
 - d. Employer has not terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy with the participant;
 - e. Employer has not created a position for the participant within a promotional line that infringes in any way on the promotional opportunities of current employees (as of the individual's date of participation in OJT); and
 - f. regular employees and individuals participating in OJT who are alleging displacement are informed of their right to file a complaint according to the grievance procedures described in the State's current policy on OJT.
3. Employer assures that it will abide by all applicable Federal and state health and safety standards and that workers' compensation coverage will be provided for an individual participating in OJT as required under the Nebraska Workers' Compensation Act (Neb. Rev. Stat. §§ 48-101 through 48-1,118).
4. Employer assures that it will not discriminate against any individual participating in OJT on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship or status as a lawfully admitted immigrant authorized to work in the United States.
5. Employer assures that Employer will not discriminate against any individual participating in OJT with respect to the terms and conditions affecting, or rights provided to, the individual solely because of the individual's status as an OJT participant.

6. Employer assures that no individual participating in OJT will carry out the construction, operation, or maintenance of any part of any facility that is or will be used for religious instruction or as a place for religious worship.
7. Employer assures that no funds provided under an OJT contract will be used to encourage or induce the relocation of a business, or part of a business, that results in a loss of employment for any employee at the original location of the business.
8. Employer assures that no individual in a decision-making capacity within Employer's business, including any member of the Nebraska Workforce Development Board or a local workforce development board, will engage in any activity that creates a conflict of interest with regard to any OJT, including participation in (i) the selection, award, or administration of an OJT contract; and (ii) decisions relating to any matter which would provide any direct financial benefit to that individual or that individual's immediate family.
9. Employer assures that no funds provided to Employer for OJT will be used to directly or indirectly assist, promote or deter union organizing.
10. Employer assures that it will not charge any individual, including an individual participating in OJT, a fee for referral or placement of an individual in OJT.
11. Employer assures that it will not require or permit an individual participating in OJT to engage in any political activities as part of or during OJT.
12. Employer assures that, after an individual's completion of OJT, Employer intends to (i) retain the individual in the occupation for which the individual was trained and (ii) continue to compensate the individual at the hourly wage rate specified in the OJT contract or at a higher rate. Employer's retention of the individual is subject to Employer's right to terminate the individual for normal business or personnel reasons. However, "normal business or personnel reasons" does not include termination of the individual in order to enter into another OJT contract to train a new individual through OJT.

Certifications

13. Employer certifies that neither it, nor any of its principals, is (i) debarred, suspended, excluded, or declared ineligible by any Federal department or agency with regard to use of Federal funds; or (ii) proposed for debarment, suspension, exclusion, or ineligibility by any Federal department or agency with regard to use of Federal funds; or (iii) voluntarily excluded with regard to use of Federal funds.
14. Employer certifies that it complies with all Federal, state, and local laws regarding taxation and licensing, including the Nebraska Employment Security Law.
15. Employer certifies that it complies with the requirements of the Davis-Bacon Act, with regard to compensation of any individual including an individual participating in OJT, who is working as a laborer and/or mechanic in any construction, alteration or repair (including painting and decorating) of public buildings or works. Employer further certifies that all such individuals will be compensated in compliance with the Davis-Bacon Act.
16. Employer certifies that it has registered with and is using a Federal immigration verification system, as required under Neb. Rev. Stat. § 4-114, to determine the work eligibility status of all new employees physically performing services within the State of Nebraska.

Signature of authorized signatory for Employer

Date

Printed name of authorized signatory for Employer

Employer's business name, complete address, and phone number