



Bureau of Workers' Compensation

Instructions

- Please print or type.
- Make sure to enter the four digit year in all date fields.
- **Case Manager:** follow the distribution list at the bottom.

On-the-job Training Agreement

Injured worker	Claim number
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This agreement is entered into between BWC and _____, hereinafter referred to as "employer/trainer" of _____, for the purpose of providing _____, an injured worker of BWC, hereinafter referred to as "trainee," with training designed to result in marketable employment skills. In consideration of the mutual covenants contained herein, BWC and the employer mutually agree to the following:

1. The employer/trainer will employ and perform all on-the-job training services as stated herein for the trainee, for a period of _____, beginning _____ and ending _____. If both parties mutually agree, they can reduce or extend this period for the benefit of the trainee.
2. The trainee will train for _____ hours per day for a total of _____ hours per week, at a rate of \$ _____ per hour, minus deductions required by law. The employer will also pay workers' compensation, as applicable. The employer/trainer will pay the trainee on a _____ basis. (If the employer pays a graduated wage, he/she can find these specifications in the **On-The-Job Training Outline**.)
3. Any time the trainee works over _____ hours per day, or _____ hours per week, the employer will compensate at a rate of \$ _____ to be paid **entirely** by the employer.
4. The employer will furnish all instructions and services in accordance with the **On-The-Job Training Outline** attached hereto and made a part hereof and any materials, equipment and supplies agreed to therein, for the purpose of providing the trainee with the necessary skills to become a _____.
5. The employer will retain the trainee as a permanent employee upon successful completion of the training.
6. The employer will submit the **Employer/Trainer's Report** form to _____ (VRCM) every two weeks during the training period. This vocational rehabilitation case manager will serve as a liaison between the trainee, the trainer and BWC.
7. The employer will inform the liaison immediately when any problems or disputes arise during the training period concerning the trainee's progress in the training program, work habits or behavioral problems affecting the trainee's participation in the program. The employer/trainer will in good faith, and with the assistance of the liaison make all reasonable efforts to resolve such problems and disputes.
8. The employer may, if it is necessary to prevent interference with the efficient operation of employer's business, suspend the trainee. Immediately upon such suspension, the employer must give notification to the liaison stating the reasons that make such suspension necessary. During this period of suspension, the employer will meet with the liaison and the trainee if both parties agree, and in good faith make all reasonable efforts to resolve the problems leading to suspension.
9. The employer may cancel this agreement for either of the following reasons:
 - a. After suspension of the trainee when negotiations between the employer and the liaison, as set forth in paragraphs 7 and 8, fail to resolve the problems leading to a suspension; or
 - b. Upon 15 calendar days written notice to the liaison stating the reasons why further participation by the trainee in the training program would not result in the trainee achieving the marketable job skill, which is the on-the-job training program is intended purpose. In the event of such cancellation, the training will terminate.
10. BWC may cancel this agreement on one calendar week's notice if it determines the employer has failed to maintain a reasonable adherence to the provisions of this agreement. BWC may also cancel this agreement if the employer fails to provide the trainee with the instruction, opportunities, materials or services necessary for the trainee to achieve the marketable job skills, which is the on-the-job training program's intended purpose. In the event of such cancellation, any training fee to the employer will terminate.
11. BWC will pay to the employer a training fee as follows: _____ hours X \$ _____ per hour. If this is a graduated fee, these specifications will be found in the **On-The-Job Training Outline**.

Warning: Any person who obtains compensation from BWC or self-insuring employers by knowingly misrepresenting or concealing facts, making false statements or accepting compensation to which he/she is not entitled, is subject to felony criminal prosecution for fraud.

Training site company	Telephone number ()	Employer signature	Date
Street address	City	State	9-digit ZIP Code
Vocational Rehabilitation Case Manager signature	Date	Trainee signature	Date

The obligations under this agreement are subject to the provisions of Ohio Revised Code 131.17 and to the State Controlling Board approval, if applicable.

Distribution: BWC claim file, injured worker, injured worker representative, employer, employer representative