

FEDERAL ON-THE-JOB TRAINING SPECIAL PROVISIONS

This special provision for On-the-Job Training supersedes subparagraph 6e of the special provisions entitled "Affirmative Action Requirements for Women and Minorities" and is in implementation of 23 U.S.C. 140(a). All other provisions apply.

Section 1: On-the-Job Training Policy Statement

The Contractor shall take all necessary and reasonable steps to ensure that minorities and women have the opportunity to compete for and participate as trainees or apprentices and to develop as journey-level workers in the type of trade or job classification employed. Contractors may use either a Bureau of Labor & Industries (BOLI) apprenticeship or training program, or develop their own on-the-job training program approved by ODOT and FHWA to satisfy this OJT requirement.

Section 2: Affirmative Action Requirement

Training and upgrading minorities and women in highway construction trades is the primary goal of these Special Provisions. This shall be accomplished by making systematic and direct recruitment efforts through public and private sources that are likely to yield minorities and women available for training on the work under this contract.

When filling these training positions, contractors and subcontractors are encouraged to hire women and minorities who have previously been approved to participate in the On-the-Job Training Program and have not yet completed their training, or who are currently registered in a BOLI-approved apprenticeship or training program.

Whenever minorities or women are not placed in the training positions specified in these Special Provisions, the Contractor shall provide documented evidence of its affirmative action recruitment efforts. ODOT will review the Contractor's recruitment efforts to determine whether the Contractor has satisfied the Good Faith criteria specified in paragraph 6 of the Special Provisions entitled "Affirmative Action Requirements for Women and Minorities."

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, nor any agreement the Contractor has with a joint apprenticeship and training committee, shall excuse the Contractor's obligations under these Special Provisions.

This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether members of a minority group or not.

Whenever trainees or apprentices are terminated, the Contractor shall provide documented evidence to the Project Manager that shows cause for the termination or voluntary separation.

Section 3: Assigned On-the-Job Training Positions

The number of On-the-Job training positions required under these Special Provisions is (?). The ratio of apprentices to journey level workers shall be in accordance with the accepted standards for the particular craft or occupation. For OJT programs developed by the Contractor, the ratio of trainees to journey level workers shall be spelled out in the training program and are subject to approval by ODOT and FHWA.

Whenever a portion of the contract work is subcontracted, the Contractor shall determine how many, if any, of the trainees or apprentices are to be trained by the subcontractor. The Contractor, however, shall retain the responsibility for meeting the training requirements of these Special Provisions and shall also ensure that these provisions apply to each subcontract to which training positions are assigned.

A Contractor's request to substitute an On-the-Job training position from one craft to another craft must be approved by ODOT's Office of Civil Rights.

Section 4: Training Requirements

The intent of these provisions is to provide real and meaningful training in the construction crafts rather than clerical or secretarial positions. Training in classifications such as flagger, bookkeeper, clerk/typist or secretary are not permissible. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications and is approved by the Federal Highway Administration. Off-site training is permissible only when it is an integral part of an approved training program, meets the criteria under Section 8, paragraph 4 of these Special Provisions, and does not comprise a significant part of the overall training.

The Contractor must have, and maintain at all times, sufficient equipment and fully trained journey level workers to train apprentices or trainees in the work processes to comply with these Special Provisions. A valid certification by an appropriate apprenticeship committee that the Contractor is an approved training agent shall be prima facie proof of compliance with this requirement.

Section 5: Training/Apprenticeship Programs

Training under these provisions shall be conducted in accordance with a training program submitted by the Contractor and approved by ODOT's Office of Civil Rights and the Federal Highway Administration (FHWA). OJT programs for which the Contractor has obtained approval of BOLI's Oregon State Apprenticeship & Training Council shall be accepted under these provisions.

Training Programs (ODOT Form 731-0335) shall be submitted at the pre-construction conference. ODOT will track training activities provided by the Contractor to trainees working under an approved training program. The Contractor shall provide ODOT with monthly progress reports for all trainees working under an approved training program.

Trainees shall be paid at least 60% of the appropriate minimum journey level rate specified in the contract for the first half of the training period, 75% for the third quarter of the training period, and 90% for the last quarter of the training period. If apprentices are enrolled in a BOLI-registered program, the appropriate rates approved by the Department of Labor in connection with the apprenticeship program shall apply to all trainees being trained for the same classification who are covered by this Special Provision.

Each individual Training Program must be approved by ODOT's Office of Civil Rights prior to commencing work in the craft in which the trainee will be trained. The Contractor or subcontractor who is training an individual not enrolled in an apprenticeship program must be able to certify in some manner that the trainee has completed an On-the-Job training program. This certification will be provided to the trainee and a copy to ODOT's Office of Civil Rights upon completion of the training program.

Section 6: Reports

The Contractor and each subcontractor training under these provisions shall complete and submit to the appropriate ODOT Project Manager the following reports:

- Upon attending pre-construction conference, the Training Program (Form 731-0335) completed and signed by the Contractor stating the types of training to be provided on the contract.
- Prior to beginning work, an Apprentice/Trainee Approval Request (Form 731-0294) completed and signed by the Contractor stating who will be trained, the estimated date the training is to begin on the project, and the estimated number of hours of training for each person to be trained.
- By the 10th of each month, an Apprentice/Trainee Monthly Progress Record (Form 731-0332) for each person participating in the On-the-Job Training Program, completed and signed by the trainee. The Monthly Progress Record that a Contractor or subcontractor routinely sends to an apprenticeship program may be used in lieu of the ODOT Apprentice/Trainee Monthly Progress Record.
- By the 10th of each month, an Employment Utilization Report (Form 731-0394). This report reflects work hours by craft, race and gender. This report is required of all Contractors and subcontractors on contracts valued \$10,000 and above, regardless of their participation in the OJT Program.
- Upon completion of the contract, document to trainee and ODOT the amount and type of training completed.

All required forms will be sent to the Contractor and the ODOT Project Manager by the Office of Civil Rights at the time of contract award. Additional forms may be obtained from the Office of Civil Rights by calling (503) 986 4350.

Section 7: Monitoring and Compliance

ODOT will monitor the Contractor's actions for compliance with these Special Provisions. Actions, which will be monitored, include:

- Employment of trainees as required for this contract.
- Demonstration of Good Faith Efforts when contractually required training provisions are not filled with affirmative action candidates.
- Maintenance of the record and submission of the reports required by these provisions.

If the Contractor does not comply with these Special Provisions, ODOT may withhold progress payments until compliance with the above is achieved, or impose other lawful remedies, including holding the Contractor in breach. Two breaches of contract exposes the Contractor to revocation of ODOT's prequalification status and/or disqualification from all State of Oregon public contracting opportunities.

If subcontractors participate in the OJT Program, the Contractor will be responsible for the subcontractor's compliance with the requirements of these Special Provisions in accordance with Section 00180.10 of the Standard Specifications.

Section 8: Measurement and Payment

The pay quantity for On-the-Job Training will be measured by the actual number of hours of training provided, measured to the nearest one-half hour.

Except as otherwise noted below, the Contractor will be paid training provided to an employee approved by ODOT and trained in accordance with an approved training program. The Contractor must obtain approval from ODOT to overrun OJT bid item hours beyond the quantity shown in the bid schedule in order to be eligible for reimbursement. Payment may be made for training persons in excess of the number specified in Section 3, provided the following has been approved by ODOT prior to the date that excess training commences.

- The number, names, gender and race of additional trainees.
- The craft(s) in which training is to be provided.
- A training program for each trainee.
- If not minority or female, documentation of good faith efforts to recruit minorities and women in proposed positions.

Payment for training under these provisions will be made even though the Contractor receives additional training program funds from other sources, provided such other sources do not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for off-site training will only be made where the Contractor does one or more of the following and the trainee /apprentices are concurrently employed in a Federal-aid project:

- Contributes to the cost of the training.
- Provides the instruction to the trainee/apprentice.
- Pays the trainee's/apprentice's wage during the off-site training period.

Payments made to the Contractor may be recalled if either the failure to provide the required training, or the failure to hire the trainee/apprentice upon completion of the contractor's OJT program is caused by the Contractor's lack of Good Faith Efforts in meeting the requirements of the Special Provisions. Such lack of Good Faith Efforts shall constitute non-compliance and may lead to Breach of Contract.

The item "On-the-Job Training" will be paid in full for training provided and properly documented, in conformance with these provisions.

No payment for training will be made until the Contractor has submitted all required documentation and approved by ODOT.

The item "On-the-Job Training" is intended to cover the Contractor's additional costs associated with administering the on-the-Job Training provisions of this contract. The On-the-Job Training bid item is not intended to reimburse the Contractor for actual costs nor for the hourly wage or fringe benefits of the trainee.