

## REIMBURSABLE STATE APPRENTICESHIP TRAINING

### SECTION 1: ABBREVIATIONS AND DEFINITIONS

#### (a) Abbreviations

**BOLI** - Bureau of Labor and Industries for the State of Oregon

**OECR** - Office of Equity and Civil Rights

#### (b) Definitions

**Apprenticeship Training Program** - A specific Apprenticeship Training Program, approved by BOLI, which provides a combination of field and classroom trade specific experience under the supervision of journey level workers. For this Contract, this is a Race and Gender Neutral program.

**Qualified Hours** - Specific On-Site training hours (may include some classroom hours) completed by a properly registered and enrolled apprentice consistent with the Contractor's Apprenticeship Training Program. The Contractor is required to report the hours to the Agency and to BOLI.

**Race and Gender Neutral** - Employment and contracting practices where the ethnicity and the sex of a person are not considered in the evaluation of candidates for employment or bids for the Contract.

**Training Goal** - A fixed quantity of Qualified Hours set by the Agency and included in the bid schedule.

### SECTION 2: POLICY STATEMENT

In order to increase the number of trained and skilled workers in highway construction the Agency will set a Training Goal for the Project.

It is the policy of the Agency that the Contractor shall take all necessary and reasonable steps to ensure that apprentices have the opportunity to participate on State funded highway construction projects and to develop as journey-level workers in the given trade or job classification employed, and to meet this Training Goal.

The Training Goal is not intended, and shall not be used to discriminate against any applicant, whether members of a minority group or not.

### SECTION 3: APPRENTICESHIP TRAINING PROGRAM

#### (a) General

Apprentices shall be paid the appropriate rates approved in connection with their stage in the Apprenticeship Training Program.

A valid certification by an appropriate apprenticeship committee that the Contractor is an approved training agent shall be prima facie proof of compliance.

### **(b) Reports**

The Contractor and each Subcontractor with an Apprenticeship Training Program shall complete and submit the following reports to the Engineer according to the instructions provided on the respective forms:

- The "Training Program Approval Request (TPAR)" (Form 734-2880) shall be submitted prior to or at the preconstruction conference.
- Before an apprentice begins work, an "Apprentice/Trainee Approval Request (ATAR)" (Form 734-2878) shall be submitted.
- Each month the Contractor shall submit the "Monthly Employment Utilization Report" (Form 731-0668). This report is required of the Contractor and Subcontractors who have contracts that require certified payrolls, regardless of their participation in the apprenticeship.
- Each month the Contractor shall submit an "Apprentice/Trainee Monthly Progress Report (MPR)" (Form 734-2879) for each apprentice. This form is used to report Qualified Hours for apprentices and will be the source document for estimated monthly progress payments to the Contractor.

Forms are published on the ODOT OCR website at:

<https://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>

## **SECTION 4: MONITORING AND COMPLIANCE**

The Contractor has the primary responsibility to monitor compliance levels throughout the Contract and to ensure the Training Goal is met. If the Contractor decides any of the training hours are to be provided by a Subcontractor, the Contractor shall ensure that the Subcontract contains the appropriate training clauses that obligate the Subcontractor. This shall not relieve the Contractor of the Contractor's primary responsibility.

At the request of the Agency, the Contractor will meet with the Agency to review records related to training. The Agency, through the meetings and progress records provided by the Contractor, will provide the Contractor with informational compliance and reimbursement data including:

- The Contractor's training forecasts compared with the actual Qualified Hours achieved.
- Total Qualified Hours and payment reimbursement summary.
- For information purposes only, consolidated summary reports by apprenticeship.

The Agency will track training activities provided by Contractor for the apprentices.

## **SECTION 5: MEASUREMENT AND PAYMENT**

### **(a) General**

The quantity of Qualified Hours will be paid for at the Contract unit price of \$20 per hour for the item "Training."

No separate or additional payment will be made for failure to achieve the Training Goal. See (b) below for Disincentive.

No separate or additional payment will be made for Qualified Hours achieved in excess of 150% of the Training Goal. No Disincentive applies.

If the Contractor achieves from 100% to 150% of the Training Goal, the Agency will reimburse the Contractor for the Qualified Hours.

After the Second Notification, the Agency will review the reports required and make adjustments. Any additional reimbursements will be paid on the next Contract payment voucher.

#### **Examples of achieving the Training Goal:**

Example A: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves 100% of the Qualified Hours (fulfilled the goal): therefore 1,000 hours x \$20.00/hr = \$20,000 reimbursed (during progress of the Contract).

Example B: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves 150% of the Qualified Hours or 1,500 hours (exceeded the goal): therefore 1,500 hours x \$20.00/hr = \$30,000 reimbursed (during progress of the Contract).

Example C: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves an actual 1,525 Qualified Hours (exceeded even 150% of the goal): therefore 1,500 hours x \$20.00/hr = pay of \$30,000 reimbursed (during progress of the Contract).

### **(b) Disincentive**

If, at the Second Notification, the Contractor has not achieved the Training Goal there will be no payment (disincentive) for Qualified Hours as follows:

Regardless of all prior partial payments for the Pay Item "Training," a correction equal to 100% of the Pay Item goal times the Pay Item price will be subtracted from the final payment due the Contractor on the next Contract payment voucher.

#### **Examples of *not* achieving the Training Goal:**

Example A: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves an actual 500 Qualified Hours (failed to meet the goal): A disincentive applies; therefore 1,000 hours x \$20.00/hr = line item deduction of \$20,000 will show on the next Contract payment voucher. The previously paid qualified hours (500 x \$20 = \$10,000) under the

pay item on vouchers will remain and the net impact in this example will be the \$20,000 deduction offset by the \$10,000 qualified and paid hours for a net reduction of \$10,000.

Example B: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves zero Qualified Hours (failed to meet the goal): A disincentive applies; therefore 1,000 hours x \$20.00/hr = line item deduction of \$20,000 will show on the next Contract payment voucher.

If, as a result of a line item deduction, a net amount is due the Agency, the Contractor shall pay the Agency within 45 Calendar Days of notice of such deficiency.