



**New Hampshire Employment Security  
Return to Work Program  
Employer Training Opportunity**  
(please print legibly)



Employer \_\_\_\_\_ Training Site \_\_\_\_\_

Training Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Phone \_\_\_\_\_

Contact Name \_\_\_\_\_ E-mail \_\_\_\_\_

Contact Method:  Call  Resume  Direct  Other \_\_\_\_\_

Federal Employer ID # \_\_\_\_\_ NH State Tax Account # \_\_\_\_\_

**Training Summary:**

**Skills Anticipated:**

Supervisors Name, Title, & Phone \_\_\_\_\_

**Days Per Week**

Number of Training Opportunities \_\_\_\_\_ Training Duration \_\_\_\_\_

Hours Per Week \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_

Training Beginning Date \_\_\_\_\_ Training End Date \_\_\_\_\_

I certify that the above is a true and accurate description of the training I will provide to the Return to Work trainee.

\_\_\_\_\_  
Training Employer Signature/Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



# New Hampshire Employment Security Training Employer Responsibilities & Conditions Agreement



## Expectations of Employers\*

- Ensure that the trainee does not displace regular workers or infringe on promotions of regular workers.
- Agree not to give payment in kind to the trainee for this training.
- Acknowledge the trainee is a trainee; NOT an employee of your company, nor an agent of the State of New Hampshire Department of Employment Security.
- Respond to any training inquiries made by New Hampshire Employment Security.
- Provide details of the training position, including start/end dates, schedule, name of supervisor and contact phone number, and any other requirement.
- Notify NHES if a permanent position can be offered to the Trainee timely.
- Notify NHES of changes to training and/or missed training timely.

## Training Position Terms and Conditions

- Offer a scheduled training position, which must benefit the trainee - up to a maximum of 24 hours per week, not to exceed 6 weeks.
- Supervise the trainee.
- Teach the trainee, skills or provide experiences specific to your business or industry; while ensuring that the trainee is primarily performing activities not already within their competency.
- Provide regular and on-going feedback to the trainee on their progress.
- Provide the trainee the opportunity to acquire skills and experiences specific to your industry.
- Agree training is for the benefit of the trainee.

I agree with the above requirements of the New Hampshire Return to Work Program.

\_\_\_\_\_  
Training Employer Signature/Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

### Workers' Compensation Coverage for Trainees

Workers' Compensation coverage for Return to Work Program trainees will be provided by New Hampshire Employment Security and not the Return to Work Program training employer.

Trainee signature \_\_\_\_\_

Date \_\_\_\_\_

\* Expectations of Employers have been developed within the guidelines of the US Department of Labor's Wage and Hour Division's six factors to evaluate the employment relationship regarding the Fair Labor Standards Act to maintain the "trainee" status. Employers who deviate from the expectations run the risk of the 'trainee' being classified as an 'employee' under the Fair Labor Standards Act and may be subject to minimum wage and overtime provisions, as well as liability under the NH Unemployment Compensation Laws.



# New Hampshire Employment Security Trainee Responsibilities & Conditions Agreement



## Expectations of Trainees:

- NH UI Claimant  
 NH Resident Only

- Attend mandatory orientation and/or classes
- Establish own training opportunity and promise to accept no payment in kind for this training period
- Participate in the program scheduled in advance, not to exceed 6 weeks and 24 hours per week
- Acknowledge No promise of a job exists between employer and trainee
- Act responsibly in the training work site
- Agree that you are a trainee, NOT an employee of the company, nor an agent of New Hampshire Employment Security.
- Maintain eligibility for NH UC, EUC or EB benefits, if applicable
- Remain able and available for work and Pursue an active work search during non training time, unless otherwise exempt
- Continue to file for unemployment compensation benefits timely, using the paper continued claim form, if applicable
- Complete skills assessment survey and Complete skills learned form
- Provide feedback to strengths, skills and experiences acquired on the training program timely

## Training Position Terms and Conditions

1. I agree to attend all hours agreed upon in the training plan up to a maximum of 24 hours per week not to exceed 6 weeks; and if unable to attend, I agree to notify the employer and NHES in advance.
2. I agree to follow the rules of the work place training site and the instructions provided by the training supervisor.
3. I agree to provide timely training progress and feedback to NH Employment Security.
4. I understand that the employer will pay me no wages while I am in training.
5. I understand there is no promise of employment resulting from this training opportunity and the employer is under no obligation to hire me upon completion of training.
6. I understand that in order to continue to collect my unemployment compensation benefits, I must maintain my eligibility for benefits and continue to file weekly claims, if applicable.
7. I understand NHES reserves the right to revoke my participation in this program for good cause; and that the employer may discontinue the training at any time for any reason.
8. Agree to abide by state, federal and local rules, laws and regulations.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

# New Hampshire Employment Security Trainee Expectation Survey & Skills Inventory



## Pre-Training

Last four digits of Social Security #

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Where do you plan to look for training opportunities?

Briefly list your current strengths, skills, and experiences.

What strengths, skills or experiences, that you do not currently possess, do you want to acquire during the training?