

# SOUTHERN WORKFORCE BOARD, INC.



## ON-THE-JOB TRAINING (OJT) POLICY

### SWB – #110

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SWB is an Equal Opportunity Employer/Program and Activities. Auxiliary aids and services are available upon request to individuals with disabilities.

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## **I. Purpose:**

To transmit the Board's policy concerning awarding On-the-Job (OJT) Training Contracts to be established with employers for WIOA Title I participants to acquire occupational skills training through the use of an on-the-job training contract format. The OJT is selected for participants when appropriate as it provides the most direct opportunity for unsubsidized employment for WIOA participants.

**AUTHORITY:** The authority for this policy derives from State's On-the-Job Training Policy," and will also comply with the State's Data Validation, Program Eligibility and Document Uploader Requirements for Adult Programs.

## **II. Background:**

OJT activity shall be conducted in accordance with Workforce Innovation and Opportunity Act and the Southern Workforce Board, Inc. Two-Year Strategic Plan. In Oklahoma's rapidly changing economy, new and growing companies face both uncertainties and possibilities. On-the-Job Training (OJT) provides the opportunity for employers to hire employees and provide them with the new and additional skills needed to successfully perform on the job. OJT provides Workforce Innovation and Opportunity Act (WIOA) participants the opportunity to receive training while employed, and to be paid wages comparable to other employees in similar positions. For employers, OJT agreements with the Local Workforce Investment Board provide an opportunity to be reimbursed a percentage of the wages they pay to WIOA OJT participants while they acquire additional job skills. OJT gives employers the opportunity to tap into a pool of workers who are good candidates for a job but need additional training to be able to perform successfully on a specific job.

OJT is an important training services activity whereby employers provide necessary equipment and training for jobs by means of a "hire first - earn while you learn" strategy. WIOA participants who successfully complete the OJT period are subsequently retained in permanent employment. OJT is intended for occupations in the higher skills categories. It is not subsidized employment of low-skill occupations, which require very little training time. OJT is only appropriate for the length of time necessary to be trained in the specific occupation not to exceed 1040 hours. OJT may be sequenced with or accompanied by other types of services such as occupational, pre-vocational or literacy training. OJT contracts may be written for either full-time or part-time employment.

## **III. Description:**

OJT contracts will be written for "Job Openings" and not demand occupations. Employers may use OJT in these instances by training and then hiring eligible clients. Reimbursement is provided to those employers to pay for the extraordinary costs of such training because they exceed the expenses normally incurred in training individuals normally hired for the position. Employers will be targeted and OJT contracts will be promoted by ALL staff including Service Provider Staff, Board Staff and Integrated Center Staff.

The term "on-the-job training" means training provided by an employer to a paid participant while engaged in productive work in a job that:

- Provides knowledge or skills essential to the full and adequate performance of the job;
- Provides reimbursement to the employer of up to **50%** of the wage rate of the OJT participant, 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 OJT participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.

OJT is training conducted by a private, public or private non-profit sector employer that occurs while an individual is engaged in productive work, learning the skills and information necessary for full and adequate performance on the job. On-the-job training occurs while the participant is engaged in productive work that provides knowledge and skills essential to the full and adequate performance of the job. If administered correctly and operated properly, OJT provides the most direct opportunity for unsubsidized employment for WIOA participants, and provides compensation for the employer's extraordinary costs associated with training participants and compensation for the costs associated with the lower productivity of such participants.

#### **IV. Policy**

The Southern Workforce Board, Inc. defines On-the-Job Training (OJT) as paid training that is provided by an employer to a participant while engaged in productive work in a job that allows the participant to acquire knowledge or skills essential to the full and adequate performance of the job. An OJT Contract **must** be limited to the period of time required for the OJT 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 skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employment plan however; no OJT Contract shall exceed 1040 hours. The training is limited in duration as appropriate to the occupation for which the participant is being trained. The employer is reimbursed up to fifty percent (50%) of the participant's (regular hourly-worked) wage, for the costs of providing the training and additional supervision related to the training.

#### **V. OJT Job Development and Outreach**

OJT development will begin through an outreach process in which potential qualified employers are identified and OJT contracts are written.

Employer outreach will be a joint responsibility of:

- (1) The One-Stop Operator and/or Business Service Manager
- (2) Other WIOA Title I Service Providers in SWB area; and
- (3) Employer Engagement Team.

The One-Stop Operator and/or Business Service Manager will assure that properly-trained staff members are assigned to the task of engaging qualified employers. The One-Stop Operator and/or Business Service Manager will develop effective outreach tools and protocols that are appropriate to the needs of SWB businesses. To the extent possible, all outreach methods and materials will be designed from a business perspective. Outreach activities should be delivered in a manner that highlights the benefits of properly-designed structured OJT activities. The SWB Executive Director will have the ultimate authority to approve all outreach methods, materials and tools.

In every instance in which WIOA Title 1 Service Providers, or the One-Stop Operator and/or Business Service Manager engages an employer, care shall be taken to assure that no funds received under Title 1 of WIOA will be used to assist, promote, or deter union organizing.

The SWB and its Service Providers will actively recruit the participation of eligible employers which meet the following profile:

- (1) The employer is in compliance with federal, state and local laws, etc.;
- (2) The employer maintains a safe working environment for its employees;
- (3) The employer offers wages and benefits that are competitive in the labor market;
- (4) The employer has adequate staff and equipment to carry out the on-the-job training component;  
and
- (5) There is a reasonable expectation that successful OJT trainees will be retained in employment with opportunities for career advancement and wage progression.

#### **A. Individual Training Account (ITA) is not Required**

The WIOA emphasizes a shift to more individual decision-making on the part of the program participant. Under WIOA in Oklahoma, adults and older youth who have been determined eligible are allowed to obtain and select training through an Individual Training Account (ITA). There are situations however, in which the best job preparation for some individuals is not through an ITA but by utilizing an OJT.

Contracts for OJT services are available through the Oklahoma Works Centers as established by the Southern Workforce Board. The contract must be completed and signed before the OJT participant starts working. The Board's designated staff and employer must sign an OJT contract for each OJT participant. OJT systems operated by the WIOA Adult, Dislocated Worker and Youth Service Providers must include the method for collecting and reporting required information. This data collection and reporting system should be tied to the State's reporting requirements. The WIOA Adult, Dislocated Worker and Youth Service Providers must keep information that leads to a description, rating or an assessment of the success of the OJT employer – that is as far as their ability to be successful in training and employing the participant/worker. The collected information should include the identification of the employer, number of participants in the employer's OJT, and number of participants successfully completing the training and being subsequently hired into the occupation for which they trained. This record keeping by the Service Provider will also contain information as relates to the employer's ability to provide accurate time sheets within the required time frame and other activities as related to the contract. This information will be supplied by the Service Provider to the Southern Workforce Board, Inc. at the end of the program year in a cumulative report and utilized in the future to establish an *OJT Eligible Provider List for the Southern Oklahoma Workforce Development Area*.

#### **B. Groups with Special Needs:**

- 1) Employed Participants: Employed individuals are allowed to participate in an OJT activity under the Workforce Innovation and Opportunity Act. However, special attention must be given by the OJT Service Provider to ensure that the OJT contract is for a position that requires "skills" considerably different compared to the current position that the participant is holding as employment. Where a person has related training or experience, more attention must be given to the necessity and rationale for the training provided.
  - a) The employee is not earning a self-sufficient wage as determined by the Southern Workforce Board, Inc. Local Policy;
  - b) The requirements in 680.710

- On-the-job training (OJT) is provided under a contract with an employer in the public, private non-profit, or private sector. Through the OJT contract, occupational training is provided for the WIOA participant in exchange for the reimbursement of up to 50 % (not to exceed 1040 hours) of the wage rate (not to exceed the State's average wage cap) to compensate for the employer's extraordinary costs.
  - The local program must not contract with employers who have previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.
  - An OJT Contract must be limited to the period of time required for a 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 skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employment plan.
- c) The OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the Local Board.

2) Dislocated Workers: Under WIOA there is no provision for the receipt of unemployment compensation benefits for dislocated workers participating in training. OJT services are authorized for dislocated workers. However, the OJT Service Providers must advise the participant who is receiving unemployment compensation benefits, that immediately upon beginning an OJT assignment, s/he are to report his/her wages when earned to the unemployment compensation authorities as required by Oklahoma and federal law.

3) Veterans: Priority of service must be given to informing military veterans of job training opportunities including OJT training and other services of interest to veterans.

4) Individuals with Disabilities: OJT Service Providers must provide equal opportunity for those participants with a disability to participate in an OJT activity. Reasonable accommodations will need to be made with the OJT employer in regards to the American with Disabilities Act. WIOA Service Providers are strongly encouraged to involve the Voc-Rehab Partner in the OJT contract development for participants with disabilities.

### **C. Pre-Award Review:**

The OJT training provider employer must be reviewed on-site prior to the execution of the first OJT Contract agreement for each Program Year (July 1 – thru June 30). The pre-award review may be conducted by the WIOA Case Manager or a Southern Workforce Board Representative.

#### **Pre-Award Review - WIOA funds may not be used or proposed to be used for:**

- The encouragement or inducement of a business, or part of a business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location; and

- Customized training, skill training, or on-the-job training or company specific assessment of job applicants or employees of a business or a part of a business that has relocated from any location in the United States, until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her job at the original location.

To verify that an establishment which is new or expanding is not, in fact, relocating employment from another area, standardized pre-award review criteria must be completed and documented jointly by the Southern Workforce Board, Inc. with the establishment, as a prerequisite to WIOA assistance. The employer wishing to implement training must be reviewed on-site prior to the execution of the first training agreement of each year.

The ~~Standardized~~ Pre-Award Review form (Attachment A) will be used to provide documentation of the new or expanding establishment. Although the Pre-Award Review form must be completed before the execution of a contract –State Guidance has determined that the pre-award review and the signing of the contract may occur during the same visit to the establishment. The ~~Standardized~~ Pre-Award Review form includes the following:

- The names under which the establishment does business, including predecessors and successors in interest;
- The name, title, and address of the company official certifying the information;
- Whether WIOA assistance is sought in connection with past or impending job losses at other facilities;
- Whether WARN notices relating to the employer have been filed;
- Whether Worker’s Compensation coverage is provided to employees;
- The employer has not had any wage and hour or child labor violations during the past 12 months;
- The training activity shall not impair an existing contract for services or collective bargaining agreement, and no such activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned;
- The employer has not exhibited a pattern of failing to provide WIOA enrolled training participants with continued long-term employment with wages, benefits, and working conditions equal to that of regular employees doing similar work for a similar length of time; and
- The number of employees currently employed.

**On-the-Job Training (Minimum Requirements)** — Training is to be provided to a paid OJT participant while engaged in productive work in a job that:

- Provides knowledge or skills essential to the full and adequate performance of the job;
- Provides reimbursement to the employer of up to 50 percent of the wage rate (not to exceed State average Wage Cap) of the participant for the extraordinary costs of providing the training and additional supervision related to the training; and
- Determines the appropriate length of the contract, with consideration given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant’s IEP or Goals and Talents. At no time shall the Contract exceed 1040 hours.

**Training is to be provided by an employer that:**

- Has not failed to meet the requirements of a previous OJT Contract. The exception to this requirement is if the employer failed to meet the requirements of a previous OJT Contract through no fault of his/her own;
- Has not reduced the workforce with the intention of filling the vacancy with the individual receiving training from the OJT Contract or displaced a currently employed worker as a result of the OJT Contract; and
- Has not violated the terms of any collective bargaining agreement.

**D. Training Contracts/Agreements**

State Guidance requires a written Contract that provides a “structured” occupational training opportunity. Under this policy, structured is defined as a Contract that specifically describes the occupation, wages, training duration, and a detailed job description. The employer provides this training on-the-job in exchange for a reimbursement to compensate for the employer’s extraordinary costs associated with the training and the lower productivity of the OJT participant. The extra costs are presumed and need not be documented. OJT contracts may be written by the WIOA Title 1 Case Manager and approved by the WIOA Title 1 Project Director.

An OJT Contract must be limited to the period of time required for the OJT 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 skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant’s individual employment plan. **An OJT Contract is not to exceed 1040 hours.**

OJT Contracts must not be entered into with employers who have displayed poor patterns of retaining OJT participants in the past. Consideration will be given to such factors as the number of contracts written with an employer, and the elapsed time since the last contract with regard to this requirement.

OJT employers must have not violated labor laws, discrimination laws, environmental protection laws, or health and safety laws. This may be accomplished through a written assurance from the employer incorporated into the contract. OJT employers must also ensure that workers compensation is provided to participants in the OJT activity on the same basis as the compensation is provided to other employees in similar work situations.

OJT Contracts using WIOA Title 1 funds may not be executed if the employer has relocated to the region from another location in the United States within 120 days AND if the relocation resulted in jobs lost by employees at the original location. OJT Contracts should not be written for jobs:

- Where an employer would typically be able to train a new employee in the first few days or weeks on the job;
- Where the principal source of income is tips, commissions or piecework; or
- That is intermittent or seasonal in nature.

In Addition:

- **OJT Contracts cannot be used to assist, promote, or deter union organization.**
- Wages paid to OJT participants **must** be at least the prevailing entry wage for any specific entry occupation in this community, however, **not to exceed the State's average wage cap.**
- If the employer operates under a collective bargaining agreement, the wage and benefits **must** be those specified in that union agreement and the job opening **must** be cleared with the appropriate union.
- The Southern Workforce Board, Inc. uses the Contract (Attachment G) and is subject to all Federal, State and Local Monitoring.

OJT contracts/agreements shall comply with All State Guidance. The minimum elements required in the Contracts/Agreements are as follows:

1. Trainee name;
2. Trainee Wage;
3. Name, address and telephone number of the employer and physical location of the employer (if PO Box);
4. Employer identification number;
5. Training occupation/job title – If available attach a copy of the employer's job description;
6. Description of occupation involved, skill(s) and competencies to be provided and learned; Designated staff should include the rationale for those skills and competencies to be learned i.e. O\*NET, Job Description, etc. **This information is entered into the participant's IEP or Goals and Interest fields of OSL.**
7. Definition of what constitutes successful completion of training such as minimum number of hours to be completed, employer evaluation, and/or minimum mastery of skills;
8. Beginning and end dates, and hours of training to be provided;
9. Agreement on maximum allowable costs of training;
10. The employer intends to retain the OJT participant upon satisfactory completion of training;
11. Employer is to be reimbursed of up to 50 percent of the wage rate of the participant for the extraordinary costs of providing the training and additional supervision; and
12. Collective Bargaining Unit Concurrence.

**In addition to the training conditions listed above, OJT Contracts must contain the following three clauses.**

#### **1. Termination of OJT Participants**

The employer agrees that the OJT participant shall not be terminated from training without giving prior notice to the **Board's Designated Staff that signed the OJT Contract** and reasonable opportunity is given for correction or improvement of performance. The employer and WIOA Counselor also agree that they will immediately notify the Board's designated entity if the OJT participant has an attendance or disciplinary problem or has demonstrated an inability to perform in accordance with the training outline contained in the Contract. The employer understands that the

termination of an OJT participant is subject to the Board's grievance procedures.

## **2. Displacement of Currently Employed Workers**

The employer agrees that no currently employed worker shall be displaced by the OJT participant including a partial displacement such as a reduction in the hours, wages, or employment benefits. The employer also agrees that no OJT participant shall be placed into a position that is currently vacated by an employee who is on layoff or into a position in which the Employer has terminated the employment of an employee with the intention of filling the position with an OJT participant. The employer further agrees that this Contract does not infringe in any way upon the promotional opportunities of current employees not involved in OJT.

## **3. Access to Records**

The employer agrees that at any time during normal business hours, and as often as deemed necessary, the Southern Workforce Board, Inc.'s designated staff monitor or Board contracted entity (rather than a Board staff person), State of Oklahoma, U.S. Department of Labor, or other authorized federal agencies or their agents may inspect and monitor any records or activities pertaining to this Contract. Such inspection shall be made to determine if the employer is in compliance with the terms and provisions of this Contract and if the OJT participant is making sufficient progress.

## **Modifications**

Modifications to the OJT contract may be made as needed through mutual agreement of the employer and the Service Provider. Modifications to this contract may be made by the OJT Service Provider agency and the Southern Workforce Board's fiscal agent in order to de-obligate funds in the event of a trainee's termination or situations in which a trainee does not begin OJT training within a reasonable time or extending the training period, to de-obligate or increase funds, correcting errors made in the initial contract, obtaining new or additional authorized signatures. The OJT Contract Modification form (Attachment G) will be used for this purpose.

## **Recordkeeping System**

The Service Provider/Fiscal Agent is responsible for payment and will be is accountable for making sure that fiscal records are maintained properly. The Southern Workforce Board/Fiscal Agent Procurement and Contracting Policy and Records Retention Policy must be adhered to. All contract files will be maintained by the Southern Workforce Board, Inc.'s fiscal agent who is responsible for payment and must contain all payment information, as well as the required documentation listed below. The Service Provider will review calculations of hours and wages and track the expenditures. As each invoice and time sheet is submitted, the Service Provider will review the documents for accuracy and process the request to SWB for payment. This will allow for the balance to be maintained by the Service Provider and will contain all payment information, as well as the required documentation. All contract files will be uploaded to OKjobmatch by the Service Provider according to the state and local upload guidance.

**Employer Orientation** — The employer will receive an orientation from the WIOA Case Manager to ensure the employer understands the purpose of the OJT program, the terms of any contract, and other topics.

- The contract terms;
- The purpose of the OJT (including the training plan);

- The best method of communicating with the service provider;
- The process of preparing and submitting timesheets; and
- That the OJT participant **must** receive an orientation from the employer, which includes the employer's expectations, training, and evaluation methods. It should be made clear to the employer that orientation which is provided to all new employees is not reimbursable; only orientation specific to the training plan may be reimbursed; and
- Termination procedures, in accordance with board policy, and as described in the Contract (#4 under Employer Assurances.)

The orientation may be provided in segments or all at once in a single meeting. The OJT Employer Orientation Form (Attachment H) must be completed and maintained in the OJT contract file.

**OJT Employee Orientation** — the employer will provide an orientation to the OJT employee that covers:

- The employer's rules;
- Expectations;
- Safety information; and
- Benefits.

The Employee Orientation Form (Attachment I) must be completed and maintained in the OJT contract file.

## **E. Documentation**

The documentation listed below must be maintained in the OJT Contract file in addition to the required elements stated in this guidance:

- Employer Eligibility Pre-Award Review Form (Attachment A);
- Pre-Award Checklist Form (Attachment B);
- Pre-Award Review Form Letter (Attachment C);
- Additional Employer Information Form (Attachment D)
- Training Time Documentation Record (Attachment E)
- Training Plan Form (Attachment F);
- Contract (Original) (Attachment G);
- Employer Orientation Certification Form (Attachment H);
- Employee Orientation Certification Form (Attachment I);
- Contract Modification Form (Attachment K);
- Final Certification Form (Attachment L);
- Payment Timesheet/Invoice (Attachment M);
- Training payment invoices;
- Monitoring reports, including problems, corrective action, and follow-up;
- Proof of Workers Compensation Insurance Coverage;
- Staff should include the rationale for those skills and competencies to be learned, i.e. O\*NET, Job Description, etc. This information must be entered into the participant's IEP or Goals and Talent fields of OSL;
- If the employer does not retain the OJT participant or the participant fails to satisfactorily

- complete training – designated staff should document the justification for either situation;
- Rational for the OJT duration must be entered into the Participant’s individual Employment Plan/Individual Service Strategy (ISS).

The Southern Workforce Board Monitor will ensure that contract documentation is accurate and complete.

A Training Plan must be developed for each WIOA participant engaged in an OJT activity. The Training Plan does not need to be kept in the Contractor file but must be uploaded in OSL & be included in the WIOA participant’s file.

#### **F. Hire First Principle**

Employers must agree to hire the participant prior to any training for all OJT Contract/Agreement positions. This does not mean that the employers can "try out" or work the trainee for a period of time prior to contract funding to see if the trainee will work out. The following statements must be shared with the potential Employer Contractor so that there is a clear understanding:

- The employer "hires" the participant as of the entry date into the OJT program;
- The participant is considered to be an employee, not a trainee, of the Contractor;
- The participant is entitled to all the rights and benefits of all regular employees; and
- The employer has made a commitment to provide continued employment after training.

#### **G. On-Site Contractor Review, Monitoring & Oversight**

The Southern WIB Board Monitor will monitor each OJT Contract on-site at least once during the training period to ensure compliance with contract terms and to help solve any concerns between the Service Provider, Employer(s), and/or OJT participant. The Board Monitor should verify that the participant is receiving the training contracted for in the agreement, and that the participant is not required to engage in activities prohibited by WIOA. The Board Monitor must also review participant’s attendance records to ensure that the participant is attending the succeeding in the training, and review employer records to assure that the participant is receiving proper wages and that the employer is withholding taxes and paying workers compensation (or equivalent insurance). Any compliance issues requiring correctives must comply with the local monitoring policies and procedures.

Frequent contact with the employer and/or OJT participant is essential. The WIOA Title 1 Case Manager must monitor OJT contracts monthly, at a minimum, in order to evaluate the OJT Participant's progress, to document that the training is being provided as outlined in the contract, for compliance with provisions of the contract and to ensure that reimbursements are being made in accordance with procedures.

Methods of contact can include on-site visits, phone or email and in-person visits at other locations. Methods of contact must be sufficient to assure that training is being provided as specified in the OJT contract. **Contact information will be documented in case notes on a monthly basis.**

## **H. Adult Training Funds**

The Workforce Innovation and Opportunity Act, specifies that in the event that funds allocated to a local area for the Adult Program's training activities are limited, priority for career services funded with Title I Adult funds must follow priority of service policy.

## **I. Eligible Occupations**

In order to develop an OJT contract, the occupation to be trained for must be a qualifying occupation. In general, all occupations that require a period of significant training and instruction to acquire specific skills and knowledge are eligible for on-the-job training.

1. The objective of any training is unsubsidized employment. The Workforce Investment Area's history shows that employment is much more likely to occur from an OJT than from classroom training, therefore OJT Contracts should be written for "Job Openings" and not demand occupations.
2. The occupation must be one in which specific occupational training is a pre-requisite for employment and be rated on the Specific Vocational Preparation Level (SVP) scale of at least three. Waivers to this requirement are permitted provided sufficient justification is contained in or attached to the OJT participant's "Training Time Documentation Record" (Attachment E).
3. The occupation must provide a minimum weekly number of hours totaling twenty four (24). Waivers to this requirement are permitted provided sufficient justification is contained in or attached to the OJT participant's "Training Time Documentation Record" (Attachment E).
4. For youth, the position must:
  - a. Include a written program of structured job training that will provide the OJT youth participant with an orderly combination of instruction in work maturity skills, general employment competencies and occupational specific skills; and
  - b. Be for positions that have career advancement potential.

## **J. Prohibited Occupations**

OJT contracts shall not be written for the following occupations:

1. The occupation must not be seasonal, intermittent, or temporary.
2. The occupation must not involve payment in the form of a commission as the primary source of reimbursement to the OJT participant.
3. The occupation must not include political or religious activity.
4. OJT shall not be conducted at work sites where adequate provisions have not been made for the OJT participant's occupational safety and health.
5. Occupations that have an "SVP" training time of more 12 months.

## **K. Employer Eligibility**

The next step in developing an OJT is to identify an eligible OJT employer interested in providing OJT

to a WIOA participant. A pre-award survey must be conducted prior to the writing of an OJT contract in order to verify that the employer is eligible for an OJT contract. The review should be completed before any potential trainees are referred to the employer for possible participation in an OJT activity.

1. The employer is a legitimate employer, having full-time employees, and conducting their trade or business at an appropriate work site.
2. The employer provides Worker's Compensation insurance or equivalent on-site medical and accident insurance for work-related activities.
3. The employer is not involved in a current labor dispute and does not have a history of frequent lay-offs.
4. The OJT contract is not being used to displace currently employer workers or to reduce the hours of currently employed workers below their normal schedule.
5. The OJT contract is not being used to replace a currently laid-off worker or deny a current worker promotional opportunities.
6. The employer would not have hired the OJT participant in the absence of the OJT contract.
7. The OJT will be conducted at the employer's place of business, and will not be subcontracted.
8. If the employer is a temporary employment agency, a) the OJT participant must be treated as all other agency employees, b) the employment must not be seasonal, temporary, or intermittent, and c) the employer must have a contractual relationship with the Workforce Investment Area.
9. The employer must not have failed to provide long-term employment. Employers who fail to provide long-term employment or similar wages and working conditions and fail to provide satisfactory explanations are not eligible for OJT contracts utilizing Southern Workforce Board's WIOA program funds for a period of one year from the date of determination of ineligibility. An "Eligible OJT Employer Provider" list will be generated as OJT Contracts are used more frequently and presented by the Service Provider on a quarterly basis.
10. If the employer has previously been involved in an OJT training program or similar federally funded training activity, performance must be reviewed for the three years prior to the review date. The OJT Service Provider agency must obtain the dates and contract numbers of any training contracts during this period, and document using the OJT Additional Employer Information Form (Attachment D):
  - A. The number of individuals who participated in OJT contracts,
  - B. The number of participants who completed training and continued employment with the employer,
  - C. The length of time that participants were employed following training,
  - D. The average length of employment for other new hires of the employer in similar occupational positions,
  - E. The average hourly wage of participants following training, and
  - F. The average hourly wage of other individuals similarly employed, following a length of time equal to the training received by the participants.

11. Employers whose record shows a lower retention rate of participants compared to other similarly situated employees are not eligible, unless the employer provides a narrative explanation that justifies such lower rate. Acceptable explanations include participants quitting voluntarily, participants terminated for cause, or unforeseeable changes in business conditions.
12. Employers whose record shows a lower wage rate for participants compared to other similarly situated employee's, or working conditions at lower levels or to different extents than similarly situated employees are not eligible, unless the employer provides a narrative explanation that justifies such lower rate or conditions.
13. An employer may apply for reinstatement of eligibility after one year by documenting the following:
  - a. Employer has had a change in management;
  - b. Employer has had a change in procedure of handling personnel which is more conducive to long term employment for OJT participants; or
  - c. Employer has submitted a corrective action plan that provides specific action taken to prevent another failure to provide OJT participants with long-term employment, and comparable wages and working conditions.
14. If an employer has recently relocated (within 120 days) and that relocation has resulted in a loss of employment at the original location, no contract(s) shall be written with that employer.

Service Provider staff will use the OJT Employer Pre-Award forms, (Attachments B & C) to provide documentation of the new or expanding establishment. The OJT Employer Pre-Award Forms contains two parts: the OJT Pre-Award Checklist, and the Pre-Award Review Form. If the employer is unable or unwilling to sign the State Mandated Pre-Award Review Form, then no contract can be executed.

#### **L. Participant Eligibility**

In order to use WIOA funding for an OJT activity, the participant/trainee must be deemed an eligible WIOA Adult, Youth or Dislocated Worker who is suitable for the OJT being offered, as determined by his or her Individual Service Strategy (ISS) or Individual Employment Plan (IEP). The WIOA Case Manger will identify and connect the trainee to the OJT employer.

1. The participant must be assessed and the assessment and his or her ISS/IEP must support and reflect that OJT is the appropriate service for the participant.
2. The participant must not lack the basic skills needed to perform the job. KeyTrain and other software or instruction may be provided to bring deficient skills up to the needed level before beginning the OJT.
3. The participant must not have **significant** prior experience and/or education in the selected occupational area.
4. The participant must not be on temporary lay-off and expecting to be recalled by their former employer.
5. The participant must not be awaiting other program activity participation (i.e., awaiting the beginning of Occupational or Classroom Training).

6. The participant must not have been previously employed by the prospective OJT Contractor/Employer in the same job, or a similar job except in accordance with this policy.
7. Under no circumstances will an OJT be allowed in situations where an individual has been hired by the employer prior to the execution of an OJT contract for the specific job the contract is initiated.
8. A potential WIOA participant may be referred to the OJT Service Provider agency for WIOA eligibility determination and certification for OJT participation from an employer or other agency. Such referrals are known as “reverse referrals”, and are subject to the following additional conditions:
  - a. The participant must progress through the OJT Service Provider’s eligibility and assessment process as would any other client;
  - b. The completed ISS or IEP must indicate that OJT is necessary for the participant to perform the work associated with the occupation
9. If the proposed OJT participant is a youth and is a high school dropout, the youth participant will be encouraged to participate in the OJT if he/she also enrolls in and attends a school, course, or program that leads to a high school equivalency, or agrees to re-enroll in and attend a traditional school, an alternative school, or an alternative course of study approved by the local education agency.
10. OJT contracts may be written for eligible employed workers when the employee is not earning a self-sufficient wage as determined by the Southern Workforce Board and the OJT relates to the introduction of new technologies, new production or service procedures, upgrading to new jobs that require additional skills or workplace literacy.

#### **M. Training Plan Form Attachment F**

A Training Plan Form (Attachment F) must be constructed for each OJT position as written in an OJT Contract/Agreement. The Training Plan Form is a part of the OJT Training Contract/Agreement and the worksheet will be used as tool to determine the specifics of the Training Outline (Section D of the OJT Contract). The training plan will be developed by the WIOA Title 1 Case Manager in conjunction with the trainee. At a minimum, the Training Plan Form must contain the:

1. Skill and/or Knowledge Area  
This area shall describe a general skill or knowledge to be learned (e.g., operate a lathe). The training outline worksheet must clearly state the specific units of knowledge and skills that will be acquired during the training period. It must list these skills and units of knowledge in the sequence in which they are to be taught and identify the approximate number of hours of training time to be devoted to each.
2. Evaluation Method  
A description of how each skill will be measured shall be included (e.g., observation, product inspection, etc.).
3. Performance Evaluation  
Each skill shall be measured to determine if the performance is at the entry level for the selected job. An overall evaluation must then be established to determine if the

participant has acquired the skills at a level necessary to successfully function in the job. Therefore, the participant’s starting capabilities should be carefully measured against the skill requirements of the job.

The employer shall evaluate each standard at the middle and end of the contract period through the use of the Training Plan and Evaluation Form (Attachment J) to determine the attainment of the OJT achievement objectives as stated. The employer shall also conduct periodic evaluations using the Training Plan Review and Evaluation Form (Attachment J).

4. Training Hours

The training outline worksheet (Attachment E) shall list the number of training hours devoted to each skill. This will also be entered in the training outline section of the OJT contract. The employer is expected to complete the training outline utilizing the maximum hours allowable. The OJT Service Provider agency must coordinate with the employer to shape the training outline to the needs of the OJT Employee/Trainee.

**N. Length of Training**

1. Specific Vocational Preparation

On-the-Job Training shall be limited in duration to a period no longer than that generally required for developing the skills needed for the position being trained but cannot exceed 1040 hours.

The training hours generally required for a specific occupation is determined by a Specific Vocational Preparation (SVP) number assigned to the Dictionary of Occupational Titles (DOT) code number for the occupation. The SVP number shall determine the maximum number of training hours allowed for the occupation. Special cases such as disabilities or other extraordinary barriers may justify exceeding the SVP, but must be rationalized in the “Training Time Documentation Record” (Attachment E).

Occupational Codes can be found at the O Net Codes website at: <https://www.onetonline.org>

The rating scale to determine maximum training time is reproduced below:

<b>SVP</b>	<b>MAXIMUM OJT TRAINING TIME</b>
3	400 hours
4	700 hours
5	1000 hours
6	1300 hours
7	1600 hours

SVP	MAXIMUM OJT TRAINING TIME
8	1900 hours
9	2080 hours

**Note:** This maximum time is only a starting point for determining reimbursable hours. These hours must be reduced by an amount of hours not less than those reflected in the reduction formula presented in the next section.

## 2. Reduction of Training Time

The training time for a specific OJT must be reduced for related prior occupational experience, education, and training. Follow the below policy in determining the amount of the reduction.

1. Prior Experience - the maximum training length of OJT shall be reduced by:
  1. One week (40 hours) for each month of prior employment in the same occupation with a different employer. (Determination of same occupation shall be determined by the case manager upon evaluation of the individual's specific job duties and skills performed in the previous occupation.)
  2. Forty (40) hours for each three (3) months prior employment in a directly related job.
2. Related Education/Training - the maximum length of OJT shall be reduced by:
  1. Eighty (80) hours shall be deducted for any occupational certification or degree in field of the OJT Contract.

### **O. Training Contract/Agreement**

The OJT Training Contract, also known as the OJT Agreement, finalizes and formalizes the OJT arrangements. It must be preceded by the steps above, and must include the Training Outline, the Terms and Conditions, and the contract pages.

In constructing the OJT Contract/Agreement and in negotiations with prospective OJT employers, the OJT Service Provider agency staff are to keep in mind that the Board will not reimburse any OJT employer for any amount in excess of fifty percent (50%) of the trainees wages actually paid during the training period specified in the OJT Contract/Agreement, except for the costs of special tools which are not ordinarily supplied by the employer, but which are necessary to the trainee's continued employment and are consistent with the Southern Workforce Board's policies.

### **P. Approval and Certification**

The *OJT Pre-Award Review* must be forwarded to the Southern Workforce Board's fiscal agent representative for approval. The On-the-Job Training Contract/Agreement must be accurately completed, not contain any whiteout, signed by the Employer/Contractor, and signed by the OJT Service Provider Contractor agency WIOA Project Director or his/her designee.

## Q. Terms and Conditions

The *OJT Pre-Award Review* must be forwarded to the Southern Workforce Board's fiscal agent representative for approval. The On-the-Job Training Contract/Agreement must be accurately completed, not contain any whiteout, signed by the Employer/Contractor, and signed by the OJT Service Provider WIOA Representative.

### Training

1. The OJT Contract must be completed and signed before the OJT employee starts the training.
2. The employer shall provide the training prescribed in Section D of the Contract (Attachment G) and complete the Training Plan Form (Attachment F). The OJT employee shall be the employer's employee, shall be on the employer's payroll, shall be entitled to the same consideration and shall be governed by the same policies as other employees. The employer shall extend to the OJT employee all of the entitled benefits offered all employees of the employer. The OJT employee must be provided with the same terms of employment, working conditions, wages and fringe benefits provided to other employees in the same or similar positions.
3. The employer must collaborate with the WIOA Counselor in the development of a training plan for the OJT employee that includes competencies needed to be satisfactorily skilled in the OJT position. These competencies will be listed on the Training Plan Form (Attachment F). The employer will complete an evaluation on this form to document competencies gained.
4. The employer certifies that this is not a temporary job. The OJT employee shall be retained by the employer in unsubsidized employment upon completion of the OJT period, based upon satisfactory job performance by the OJT employee.
5. The employer will provide an orientation to the OJT employee that covers the employer's rules, expectations, safety information and benefits.

### Fiscal

1. Southern Workforce Board, Inc. shall reimburse the employer on a monthly basis in an amount not to exceed the maximum training reimbursement. Reimbursable wages shall not include undocumented payments to the OJT employee. **No reimbursement shall be made** for work performed outside of the terms of the Contract, or during periods of work stoppages, fringe benefits which include paid holidays, sick leave or vacation leave. Overtime hours in excess of 40 hours per week shall be reimbursed at the regular rate of pay. The employer must pay the overtime rate in excess of the regular rate in full. This does not preclude a participant from working overtime; however, the reimbursement to the employer must be based on the regular wage rate.
2. The OJT employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT Contract. Wages must be paid to the OJT employee by check or direct deposit. Reimbursement time sheets must be signed in ink by both the employer and the OJT employee and must be submitted according to the Contract agreement. Inaccurate or incomplete timesheets or timesheets submitted more than thirty (30) days after the end of the training period may not be honored, at the sole discretion of Southern Workforce Board, Inc. Copies of the timesheet(s) are to be maintained by the employer along with a copy of the OJT Contract.
3. All reimbursement requests submitted by the employer shall be supported by business receipts, time and payroll records, and other records normally kept by the employer.

4. The employer shall preserve all OJT employee payroll records, fringe benefits and personnel records for three (3) years after the end of the training period, or longer if any litigation or audit is begun or any claim is instituted which involves these records. The employer shall retain the records beyond the three (3) year period until the litigation, audit findings or claim has been resolved.
5. The Southern Workforce Board, Inc. will issue OJT Contract numbers utilizing the following system: The county followed by the next contract number followed by the program. Example: 07-10-Adult.
6. The employer agrees that at any time during normal business hours, and as often as deemed necessary, Southern Workforce Board, Inc., State of Oklahoma, U. S. Department of Labor, or other authorized Federal agencies or their agents may inspect and monitor any records or activities pertaining to this Contract. Such inspection shall be made to determine if the employer is in compliance with the terms and provisions of this Contract and if the OJT employee is making sufficient progress.
7. Wages are monies paid by the employer to an OJT participant for work the OJT participant performs. Tips, commissions, and piece work are not considered wages and are not eligible for reimbursement.

### **Employer Assurances**

1. The employer shall provide workers' compensation coverage for the OJT employee and assures that the training shall be provided in accordance with State Guidance.
2. Employer agrees not to discriminate in their hiring or employment practices and to comply with the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended.
3. Employer agrees to adhere to Southern Workforce Board, Inc. Grievance Procedures if a complaint arises in connection with the OJT employee and the training.
4. The employer agrees that the OJT employee shall not be terminated from training without giving prior notice to the OJT employee's WIOA Counselor and reasonable opportunity is given for correction or improvement of performance. The employer also agrees that it will immediately notify the OJT employee's WIOA Title 1 Counselor if the OJT employee has an attendance or disciplinary problem or has demonstrated an inability to perform in accordance with the training outline contained in the Contract. The employer understands that the termination of an OJT employee is subject to Southern Workforce Board, Inc. Grievance Procedures.
5. Employer will comply with Federal and State laws governing the OJT program.
6. The employer assures that OJT funds will not be used to assist, promote or deter union organizing.
7. The employer assures that the OJT employee will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship.
8. The employer assures that the OJT employee will not be required to participate in political activities.
9. No fees shall be charged to any OJT employee or employer for referral or placement services relative to this OJT Contract.
10. The employer certifies that no member of the OJT employee's immediate family is engaged in an administrative capacity for the employer, or will directly supervise the OJT employee. For

the purpose of this Contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the OJT employee's spouse.

11. Employer has not exerted any undue influence or engaged in conduct which would constitute a conflict of interest or the appearance of a conflict of interest in order to be awarded the funds under this Contract.
12. The employer assures they are not involved in a strike, lockout or other unusual labor condition.
13. Employer agrees to comply with all applicable local, state and/or federal laws and ordinances. The employer assures that they have not violated any of the following within the last three years: a) antidiscrimination in its employment practices or delivery of services or other activities on the grounds of race, color, religion, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any sensory, mental or physical disability.

### **Additional Terms**

1. Either party may terminate this Contract at any time by giving ten (10) days advance written, signed notice of intent to terminate to the other party.
2. Southern Workforce Board, Inc. may terminate this Contract if:
  - The State or Federal Government terminates or reduces the funding which makes this Contract possible;
  - The employer has violated the terms and conditions of this Contract; or
  - The employer does not retain at least 25% of the OJT participants hired within a 12-month period.
3. This Contract may be amended by mutual written agreement of the parties. All amendments shall be signed by both parties prior to the start date of the amendment and must be attached to the Contract.
4. Southern Workforce Board, Inc. may unilaterally amend this Contract if there are changes in Federal, State or Local Laws, rules, regulations or policies.
5. This Contract has been and shall be construed as having been made and delivered within the State of Oklahoma and it is agreed by each party hereto that the laws of the State of Oklahoma, both as to interpretation and performance, shall govern this Contract. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provision thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in the State of Oklahoma.
6. The employer agrees that no currently employed worker shall be displaced by the OJT employee including a partial displacement such as a reduction in the hours, wages, or employment benefits. The employer also agrees that no OJT employee shall be placed in a position that is currently vacated by an employee who is on layoff or into a position in which the employer has terminated the employment of an employee with the intention of filling the position with an OJT employee. The employer further agrees that this Contract does not infringe in any way upon the promotional opportunities of current employees not involved in the OJT training.
7. All services to be rendered or performed by the employer under this Contract shall be performed or rendered entirely at the employer's own risk. The employer expressly agrees to indemnify and hold harmless Southern Workforce Board, its officers, agents, contractors, employees or otherwise, from any and all liability, loss or damage, including reasonable cost of defense that they may suffer as the result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against Southern Workforce Board, Inc. which result from, arise out of, or are in any way connected with the services to be performed by the employer under this Contract.

## **OSL Documentation Requirements**

The service provider must upload all documentation listed below with exception of Monitoring reports.

- Employer Eligibility Pre-Award Review Form (Attachment A);
- Pre-Award Checklist Form (Attachment B);
- Pre-Award Review Form Letter (Attachment C);
- Additional Employer Information Form (Attachment D)
- Training Time Documentation Record (Attachment E)
- Training Plan Form (Attachment F);
- Contract (Original) (Attachment G);
- Employer Orientation Certification Form (Attachment H);
- Employee Orientation Certification Form (Attachment I);
- Contract Modification Form (Attachment K);
- Final Certification Form (Attachment L);
- Payment Timesheet/Invoice (Attachment M);
- Training payment invoices;
- Proof of Workers Compensation Insurance Coverage;
- Staff should include the rational for those skills and competencies to be learned, i.e. O\*NET, Job Description, etc. This information must be entered into the participant's IEP or Goals and Talent fields of OSL;
- If the employer does not retain the OJT participant or the participant fails to satisfactorily complete training – designated staff should document the justification for either situation;
- Rational for the OJT duration must be entered into the Participant's individual Employment Plan/Individual Service Strategy (ISS).