

## SOUTHWESTERN LOCAL AREA

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**SUBJECT:                    On-the-Job Training Policy**

**PURPOSE:                To Establish Policy for On-the-Job Training**

**BACKGROUND:** On-the-Job training is defined in WIOA Section 3(44). It is 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 adequate performance of the job. This training is limited in duration as appropriate to the occupation for which the participant is being trained. OJT takes into account the content of the training, the prior work experience of the participant, and the skills gap or service strategy of the participant. OJT employers are reimbursed for the extraordinary costs of providing the training and additional supervision related to the training on a sliding scale based upon the number of employees located at an employer's single location. Employers with less than 250 employees, up to 75% of the OJT hourly wages during the training period may be reimbursed. Employers with more than 250 employees, up to 50% of the OJT hourly wages during the training period may be reimbursed.

**ACTION:**

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. The OJT contract must include a training plan that identifies the skills gap, methods, benchmarks, and time frames to bridge the gaps.

OJT payments to employers are deemed to be compensation for the extraordinary costs associated with training participants and the costs associated with the lower productivity of the participants. Employers are not required to document such extraordinary costs. A copy of the OJT contract including the training plan must be maintained in at the OJT worksite and the employer must maintain records sufficient to reflect all costs submitted for reimbursement.

An orientation must be provided to the employer covering the requirements and procedures of the OJT contract and training plan referencing the Local Area's Policy and Procedures Manual, provided as Attachment A to this policy.

A contract shall not be developed with an employer who has previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits, and working conditions that are not equal to those provided to regular employees who have worked a similar length of time and who are doing the same type of work. Also, contracts should not be entered with an employer for a job that provides an entry level wage rate of less than \$12.00 per hour without approval from the Workforce Development Director.

For policies, procedures and details related to the OJT process reference the Southwestern Workforce Development Board's OJT Policy and Procedures Manual.

**EFFECTIVE DATE:**                      **IMMEDIATE**

**EXPIRATION:**                              **INDEFINITE**

**CONTACT:**                                  **David Garrett**

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**David Garrett**  
**Workforce Development Director**



## **On-the-Job Training Policy and Procedural Manual**

Revised Oct. 2010  
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## Purpose of the On-the-Job Training

On-the-Job Training (OJT) is one of the allowable program activities authorized by Section 134 (c)(3)(H) of the Workforce Innovation and Opportunity Act of 2014 (WIOA). OJT may be provided in what may be termed a regular OJT contract for entry-level employees or customized training for employees already employed but who are in a dead-end, entry-level job but who are promoted to another job requiring extraordinary training.

OJT is training conducted by a private for-profit, public, or private non-profit 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.

The three unique features of OJT are:

1. The individual begins training as an employee of the employer and is subject to the same conditions of employment as other similarly employed individuals.
2. The individual receives training in an occupational setting, under appropriate consistent supervision, thus acquiring occupational skills and knowledge in an *on-the-job* training environment.
3. The employer retains the trainee as a regular employee after completion of the training period.

OJT is for adults whose skill levels are inadequate to gain employment without special consideration from the employer and for dislocated workers who have been permanently laid-off, terminated or laid-off due to a plant closure, long-term unemployed individuals, or displaced homemakers.

OJT is directed at employers who are not able to fulfill their skilled labor force needs with qualified, experienced workers. Employers may utilize OJT in these instances by hiring and then training eligible individuals. Reimbursement is provided to those employers to pay for their extraordinary costs of training because these costs exceed the costs involved in training persons normally hired in the occupation involved.

## Outreach and Recruitment

OJT training can and should be marketed to both employers and job seekers. Information about OJT should be integrated into the employer services function and the employment/skills function of the Integrated Services Delivery Model.

Outreach may be done directly or indirectly to both employers and job seekers. Integrating OJT outreach into the employer services function minimizes the chance of multiple staff contacting one employer. Outreach includes, but is not limited to; face-to-face contact, email, introductory letter, newsletters, press release, networking with other agencies, and speaking engagements.

Sample outreach strategies include:

- Researching companies thoroughly before contact and note previous labor needs.
- Working with nearby agencies to target high growth industries for regional outreach.
- Educating employers about how OJT training can enhance their business, cut waste, help train employees, reduce turnover, and increase profits.
- Educating job seekers about how to explain OJT training to potential employers.
- Projecting company savings by utilizing OJT.
- Ensuring employer generated required paperwork is minimal.
- Encouraging the job seeker use an introductory letter from the OJT provider when interacting with employers as part of the job search OJT outreach.

### **Coordination of Case Management & Business Services Functions**

The OJT Process in Region A is coordinated between Case Manager(s) and the Business Services Representative. The Case Manager is focused on working with the participant to determine if they are eligible for WIOA and supportive services. The Business Services Representative focuses on reviewing business services programs with the employer and to determine if OJT is appropriate a pre-award analysis is successfully completed. Both the Case Manager and the Business Services Representative work together with the objective of a successful placement and outcome.

### **Employer Criteria**

In general, employers are eligible to participate as OJT employers/subcontractors if they have been unable to meet their skilled labor force needs through normal recruiting procedures. Prior to entering into an OJT agreement, a pre-award analysis should be conducted to ensure that the employer can provide both training and long-term employment to an OJT trainee as well as meet the minimum standards.

- If applicable, the Local Area can assess the past performance of the employer in training employees under previous contracts and shall not undertake development of an OJT contract with an employer who has repeatedly failed to retain employees after completion of an OJT contract.
- The employer must not utilize an OJT contract to displace current employed workers or to reduce the hours of those employed workers below their normal schedule.

- The employer should provide OJT trainees with the same benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time doing the same type of work. OJT Trainees must also be provided the same worker's compensation coverage as regular employees.
- The employer must provide information such as an IRS Employer Identification number and a State Employer Account number to demonstrate that it is a legitimate employer, having full-time employees, and conducting its trade or business at an appropriate worksite.
- The employer must not be involved in a current labor dispute and must not have a history of frequent layoffs.
- An OJT contract cannot be written for a position in which a worker is currently on layoff or for a position which will deny a current worker promotional opportunity.
- The OJT must be conducted at the employer's place of business and may not be subcontracted.
- An OJT contract must not be written for employers who have relocated from one area to another unless it is determined that such relocation will not result in an increase in unemployment in the area of the original location or in any other area. Funds cannot be used or proposed for use to encourage or induce the relocation of an establishment, or part thereof, that results in a loss of employment for any employed by such establishment at the original location. A company that relocates, and in which such relocation results in job loss at the original site, is ineligible for OJT for the first 120 days after the company commences operations at the new or expanded location. The Local Area must conduct an OJT pre-award analysis with the establishment seeking WIOA assistance. This pre-award analysis must include the company official providing information, including other company names, and whether the company is relocating or expanding from another area with a resulting loss in employment.
- The maximum number of OJT training slots under an OJT project should not exceed 25% of the employer's regular workforce for employers with 10 or more employees. The maximum number of training slots under the OJT project should not exceed 50% of the employer's regular workforce for employers with less than 10 employees. A new or expanding business/industry may train 35% of the number of permanent employees projected to be working at the end of one year from the date the business began operation or began expansion of its workforce. The training of an individual in circumstances where the employing entity is a sole proprietor may be allowed if the employer can demonstrate that sufficient training and supervision will be afforded the OJT trainee.
- The employer must be in compliance with all applicable business licensing, taxation, and insurance requirements. The employer must not be in violation of any local, state, or federal labor laws.
- OJT contracts should not be written with highly mobile, highly competitive industries where minimal training is needed.

- OJT contracts should not be written with industries having a substantial number of experienced and able workers presently unemployed and available to fill job openings with no extraordinary amount of training.
- During the twelve months prior to execution of the OJT contract, the employer's operation may not have experienced a high turnover or layoff of employees in similar positions having the same or similar job title(s) as the proposed OJT training position(s). The exception to this rule is circumstances out of the control of the employer, such as a pandemic.
- OJT contracts will be permitted with firms in which current and/or past Workforce Development Board members are employed or otherwise have a financial or personal interest.

## Reverse Referrals

When an employer identifies a potential candidate for employment who lacks the skills the employer requires upfront and is in need of OJT, they must refer the individual to the NCWorks Career Center for WIOA and OJT eligibility determination. This must be done prior to the hiring selection of extending an offer of employment.

## Occupational Qualifications

In general, OJT may be offered in those occupations that provide opportunities not otherwise available, lead to economic self-sufficiency, and provide upward mobility.

- The occupation must be one in which there is a documented current or anticipated demand.
- The occupation must not be seasonal, intermittent, or temporary.
- The occupation must not involve payment in the form of a commission as the primary source of reimbursement to the OJT employee/trainee.
- The occupation must not include political or religious activity.
- The occupation must be one in which specific occupational training is a prerequisite for employment. The occupation must require at least 30 days or 240 hours of training to reach full productivity.
- The occupation should provide for permanent, full-time employment (full-time employment being defined as a 40 hours per week) with benefits.
- OJT training shall be conducted at worksites that meet the prevailing standards with respect to wage, hours, and conditions of employment.
- Occupations in a promotional line that do not infringe in any way on the promotional opportunities of currently employed individuals.

- For dislocated workers, training must be in an occupation which provides new skills from those possessed by the dislocated workers, and the occupation must be one in which the OJT was the motivation for the individual being hired.
- OJT should not be used to substitute for the following trainings: professional occupations requiring licensing, testing or certification; clerical positions which typically require classroom instruction (i.e. clerk typist, secretary, stenographer).
- Training may not be provided for occupations that are currently included or will be included under an employee-leasing contract whereby job openings for a particular occupation at a business facility are filled by staff of the leasing contractor.
- Training may not be provided for occupations where adequate supervision and/or monitoring are not available. These include traveling salespersons, out-stationed job positions, truck or van drivers and other positions requiring more than an occasional trip from the worksite.
- OJT training may not be provided for occupations that make money primarily through tips, such as wait staff or servers.

## **Trainee Requirements**

The OJT program is client-focused, and the development of OJT contracts is primarily directed at locating employers for specific clients. Consideration for OJT training shall be offered to those most severely disadvantaged in terms of length of time unemployed and lacking the education, training, or work experience for obtaining employment without assistance from the OJT program.

Only those individuals who meet the eligibility requirements for individualized services, who have received an assessment and for whom an Individual Employment Plan (IEP) has been developed may be considered for OJT, as well as any type of training under WIOA. An individual referred to the career center by an employer may be considered for OJT only after the individual has met eligibility requirements for services, individual has received an assessment, and for whom an IEP has been developed and indicates an OJT is appropriate.

Proper program eligibility is required for each funding source, i.e. WIOA formula, low income, state set-aside, National Emergency Grants (NEG) (dislocated worker), CAP recipients or Trade Act eligible.

Regardless of the funding stream, 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 IEP.

The results of objective assessment, as documented on the individual's IEP, must indicate that the participant is in need of, and can benefit from, the activity of OJT. The IEP must capture the past work history of the applicant from the official file, assess the test results, capture additional information from the applicant about past work experience, volunteer experience, and identify strengths and weaknesses of the applicant. It must include documentation as to the new skills to be acquired during training and how skill gap deficiencies will be overcome with the training.

Once the preliminary IEP information has been gathered and the assessment process is completed, the following considerations should be addressed:

- Does the participant need to learn skills for the desired position, or have those skills already been acquired?
- Does the participant have a need for training?
- Confirm that OJT the best way for the individual to obtain the skills needed?
- Can the position be obtained at this company without OJT training? If a need for OJT cannot be documented, a direct placement or referral to other services should be considered. If a need for OJT has been determined and recorded on the IEP, a referral may be made to appropriate employers.
- Is the participant likely to succeed in training?

Factors used to select OJT as the most appropriate referral may include the participant's need for occupational training, participant's job readiness, and match of referral to the participant's needs, and employment objectives, as well as capability of the participant to complete the training. In summary, it is the responsibility of the Local Area to ensure the eligibility of the participant and to assure the individual's suitability for OJT with the employer.

The following criteria will be used to determine suitability for consideration as an OJT trainee:

- Candidate must be enrolled in WIOA as an adult or dislocated worker participant.
- Candidate must receive assessment(s) specific to the occupation to determine a skills gap and establish criteria for the training plan before being approved for OJT.
- Target populations are to be selected for participation from veterans, public assistance recipients, women, minorities, dislocated workers, displaced homemakers, and disabled persons.

The Case Manager provides outreach/recruitment, eligibility verification, coordination, counseling, follow-up, reporting/record retention, monitoring, tracking of referrals, contracting, suitability assessment, objective assessment, orientation, job development and placement, job search assistance, supportive services, referrals and tracking of actual participation time.

The Case Manager verifies eligibility of participants enrolled into the OJT program. Copies of all verification documents are to be kept in the participant's file. Determination of eligibility will be made according to regulations of WIOA and the Local Area policies. Documentation will be gathered and maintained for the following:

- Selective Service registration for males born on or after January 1, 1960.
- Residence

- Birth date and Age
- Citizenship and Alien status
- Social Security number

Depending on the eligibility path taken, the following items will be verified:

- Family size
- Income for the determination period for each applicable income source
- Cash public assistance
- Food stamps
- Homeless status
- Foster child
- Unemployment compensation
- Disability
- Dislocated worker status

**All clients must be verified as “eligible” prior to entering an OJT work agreement or training.**

A client is considered to be appropriate for an OJT, if:

- Client has little or no marketable skills related to the occupation.
- Client has skills that are either obsolete or unmarketable in the local labor market.
- Client has lost their previous job or is at risk of losing their current job due to a plant closure or layoff in an industry or occupation with unlikely prospects of finding or remaining in a similar job in the local labor market.
- Client has not already completed training under a previous OJT contract.

### **Additional Eligibility Criteria**

- Client has identified an occupational area for which immediate employment is a realistic goal.
- Client has the interest and aptitudes necessary to succeed in an OJT position in a specific occupation and meets the WIOA eligibility criteria by completing career services prior to receiving training.
- Client has a general knowledge of the expectations of the workplace: i.e., attendance, punctuality, adhering to workplace requirement, acceptable dress, and grooming, performing job duties, accepting supervision, dealing with co-workers, and, in general, accepting responsibilities associated with employment.
- Client has resolved or has plans to resolve such employment barriers as transportation, childcare, housing, health, or other barriers that can prevent successful OJT participation.

- Client has a positive attitude toward working and is eager to begin OJT participation.
- Client has the basic skill level in reading, math, understanding the English language, and other areas necessary to begin the OJT training.
- Client does not have significant prior experience and/or education in the occupational area for which OJT is being considered.

A school dropout, under age eighteen, is not eligible for OJT unless enrolled in and attending a regular school, alternative school, or an alternative course of study leading to a high school diploma or equivalency.

A client is considered to be ready for an OJT, if he or she meets these requirements and is prepared and motivated for employment but lacks the specific occupational skills required for employment. Employer referrals (“reverse referrals”) may be enrolled in cases when the employer confirms the OJT is the impetus for hiring.

The OJT program may not be used to train workers currently attached to an employer’s payroll. OJT is designed for individuals whose skill levels are inadequate to gain employment without special consideration from an employer. The “hire first, train later” aspect of OJT simply allows the employer to select employees from among eligible applicants referred to the employer. Again, these clients should be individuals who cannot reasonably expect to secure employment without subsidized training. OJT should not be used to train individuals in an occupation for which they already possess the appropriate skills.

### **Orientation**

The Case Manager provides the client with the following information:

- Wage rate and benefits
- Length of training period
- Number of hours of work
- Job description
- Participant’s Rights and Grievance Procedures
- Reporting procedures (timesheets, pay day, etc.)
- Name and title of supervisor
- Training site
- Reporting Accident Procedures

The OJT Policy and Procedures Guide is used for participants to verbally review the information contained therein. Signatures will be obtained verifying the receipt of orientation and maintained on file. The employer’s orientation will include all required forms for an OJT contract. The Business Services Representative will provide assistance with the employer throughout the agreement period to assist the Case Manager.

## **Counseling/Evaluations**

It is strongly recommended that counseling be of a positive nature. When problems are discussed, they could be addressed in a manner that participants understand the expectations for improvement.

During the OJT contract period, a mid-point evaluation of training and at final invoice date, a final evaluation of trainee skills will be conducted using the OJT Trainee Evaluation Form. The mid-point evaluation is an opportunity for the employer, supervisor, and the trainee to review the progress of the trainee and to make any necessary adjustments to the training shown in the training plan. Completion of the final evaluation of skills section of the form indicates a successful completion of the training plan and an agreement by the employer to continue the employment on an unsubsidized basis.

It is not necessary that all skills or learning objectives be mastered by the conclusion of training; rather the goal is for the trainee to master as many of the objectives as possible and have satisfactory progress in all other categories. Some objectives may require longer training than the OJT contract and training plan allow.

## **OJT Supportive Services**

OJT participants may receive additional supportive services as outlined in the SWDB Adult and Dislocated Worker Supportive Services policy.

In addition, supportive services for an OJT includes items required by the employer or tools that may be needed for the individual to be successful in the job. Examples of these items are uniform, steel-toed boots, safety goggles, or manuals and are dependent upon financial need.

The Case Manager will contact the OJT participant the first week, and at least monthly to provide counseling and to monitor progress.

## **Training Plan: Duration and Outline**

The length of training of OJT occupations shall not exceed that period of time generally required for acquisition of skills in a particular occupation; however, the maximum training period cannot exceed six months. Specific Vocational Preparation (SVP) codes, as indicated in Job Zone on the O\*NET Standard Occupational Classification (SOC) are used to establish a uniform method for determining maximum length of training.

To find the code go to <http://www.onetonline.org/>

Enter occupation or keyword. Select the specific occupational title and click enter. Scroll down to *Job Zone*. The Specific Vocational Preparation (SVP) ranges will be shown.

SVP conversions are used as a guideline not to exceed the six-month training limitation:

<u>SVP level</u>	<u>Maximum Hours</u>
2	240
3	520
4	1040
5	1040

In OJT for Dislocated Workers, the SVP levels or O\*NET SOC codes which reflect the maximum number of allowable training hours are the same as those in the above table. The maximum SVP training hours for each client should be adjusted based on training needs and abilities of individual clients.

OJT employers are reimbursed for the extraordinary costs of providing the training and additional supervision related to the training on a sliding scale based upon the number of employees located at an employer's single location. Employers with less than 250 employees, up to 75% of the OJT hourly wages during the training period may be reimbursed. Employers with more than 250 employees, up to 50% of the OJT hourly wages during the training period may be reimbursed.

## **Skills Gap Assessment**

An analysis with an identification of the skills needed for the occupation is a prerequisite for participant skill gaps. A comprehensive assessment and a service plan are needed to compare an individual's existing skill set with the skills required by the occupation. An Individual Employment Plan (IEP) must be formalized, and an individualized OJT Training Plan must be developed for the acquisition of new skills for the trainee. The OJT Training Plan will contain specific skills that the employer requires for competency in the occupation. An analysis of the trainee's prior work history and the job skills gained through work or education are compared to the skills depicted in the employer job description for the OJT position. The resulting skills gap will be the basis for the development of the OJT Training Plan. The Specific Vocational Preparation (SVP) code found in O\*NET will be used to determine the maximum standard hours (OJT training duration) needed for training for the OJT occupation. The OJT Training Plan will adjust the maximum standard training hours based on the skills gap assessment(s) of each trainee. Each skill to be obtained should be shown in the OJT Training Plan and should be brief and concise, but comprehensive and must be measurable and observable.

A skills gap analysis provides insight to the following questions:

- What skills does the participant have?
- What skills are needed for competency in the OJT occupation?
- What are the differences between the two?

For OJT participants the following assessment tools may be used to identify the participant's current skill level(s) and to identify the skills gap between current and competency skills needed to complete the OJT Contract:

- Interview with participant
- Explore previously held positions and skills developed.
- Educational level of the participant should be considered as well as transferrable skill sets like critical thinking, problem solving, soft skills, etc.
- Discussion of perceived skills deficiencies.
- O\*NET to compare basic skills and determine OJT training duration.
- Aspiring Minds AmCat assessments to validate the skills gap for the occupation.
- Professional judgment by Case Manager

The specific types and sources of information used to identify the scope of the skills gap must be included in the Activity Notes of the participant's case file as justification for the training under the OJT Contract.

OJT participant training plans must include at least the following elements:

- A training plan with new skills to be learned and length of time necessary to acquire the new skills.
- A statement of the method and amount of employer reimbursement
- A statement of the number of trainees to be trained by specific occupation (DOT Code or O\*NET SOC Code) and employer job titles.
- A job description from the employer (not a copy of the DOT/O\*NET SOC description) for each occupation.
- Trainee's wage rate
- A reduction of training time based on existing skills of the trainee.
- Name of trainee's supervisor/trainer
- How the progress of the trainee is measured/evaluated

## **Contract Development with Employer**

The Business Services Representative with the Case Manager develops and negotiates the OJT contract. Priority for OJT contract development shall be directed toward employers in the private sector; however, contracts may be developed with public sector or non-profit sectors when no other opportunities exist in the private sector. Priority will be given to employers within growth industries that offer jobs reflecting use of new technological skills.

Contract negotiations must be conducted with the employer or the person who has the authority to act on behalf of and make decisions for the business. The negotiation process includes a review of all WIOA OJT contract rules and regulation in order to lessen audit exceptions and problems of non-compliance with the Act and contract provisions.

The cost of training will be determined as a result of negotiating the program content and the length of training to be given by the employer. The present skill level of the participant, the specific job duties of the training position and the quality of training will determine the length of the contract and cost of the training. The job description must accurately reflect the duties of the job. By obtaining a job description from the employer and the average amount of time an employee will spend on each of the job duties within the position, a correct occupational code can be assigned and the proper length of training for the contract can be negotiated within the specified allowable maximums.

In those instances when a contract is negotiated for a new or expanding business and not for a specific client or group of clients, knowledge of applicant skills within the local labor market can be used as a guide for determining the length of training.

### **Training Wages**

Participants in OJT shall be paid the same wages, including periodic increases, as other workers for the same or similar jobs. Even though participants should receive any pay increases similar to other employees, the employer will only be reimbursed the negotiated percentage of the beginning wage rate. OJT contracts may not be written for an amount less than the Fair Labor Standards Act of 1983 or applicable state or local minimum wage law.

Determine the lowest entry rate of pay the employer pays new employees hired in the occupation proposed for OJT training. If the training includes cross training in several occupations, negotiate the contract using the lowest entry rate of pay for various occupations.

If the proposed training is for a salaried position, determine that this salary, when converted into an hourly rate, meets the minimum wage requirements.

### **Working Conditions and Labor Laws**

WIOA OJT employees are subject to the same personnel rules, working conditions and benefits as regular employees hired by the employer. It is the responsibility of the person who negotiates the OJT contract to determine if participants will be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, and if all employer and occupational eligibility requirements are met. If the

participant will not be covered by the required benefits, a contract should **not** be written or approved.

*Worker's Compensation:* Participants must be covered by Worker's Compensation Insurance. The person who negotiates the OJT contract must verify that the employer provides Worker's Compensation for its employees. If the employer does not have this coverage or equivalent coverage, a contract **cannot** be negotiated.

*Fringe Benefits:* Participants shall be afforded the same benefits, at the same level, as other regular employees working a similar length of time and doing the same type of work. This means that if other new employees are considered for salary increases after 30 days, the OJT trainee shall also be considered for a raise using the same evaluation process and the same increase schedule.

*Paid Time Off:* OJT trainees shall be afforded all paid leave and paid holidays as other employees in accordance with the personnel rules covering regular employees, but all fringe benefits shall be a cost to the employer and shall not be included in the OJT cost reimbursement. The person who negotiates the contract must determine that the OJT employee(s) will be provided all benefits afforded other regular, newly hired employees of the same employer.

*Union Concurrence:* The person who negotiates the OJT contract must determine if other employees of the employer who perform the same or similar work are included in a collective bargaining agreement. If such agreement exists, the union agent who represents the employees must be made aware of and must concur that the terms and conditions of the proposed training will not conflict with the union collective bargaining agreement. If such written concurrence will not be provided, a contract **cannot** be written. No negotiation should be undertaken when the employer declines to consult with the bargaining agent during the negotiation process.

*Grievance Procedures:* The employer must have established grievance procedures for resolving employee complaints and the OJT trainees must be made aware of and be subject to these procedures. The employer must agree to abide by the Local Area grievance procedures for resolving grievances and complaints from the OJT trainee.

### **Contract Agreement for the Employer**

The Contract Agreement for the Employer must include the following:

- Name, address, and telephone number of the employer.
- Name of the contract administrator for the employer.
- Description of any additional services to be provided beyond training and any training provided by other than the OJT employer, with any subcontractors identified and their specific responsibilities clearly defined.
- Beginning and ending dates of the agreement.
- Concurrence of any collective bargaining agent.

- Record keeping requirements, including participant time and attendance documentation and payroll records.
- Invoicing procedures, including frequency of billings, and required supporting documentation.
- Worker's compensation, or if not applicable, alternative insurance for injuries to participants.
- No displacement of currently employed workers or infringement on promotional opportunities.
- General provisions and assurances

NC Division of Workforce Development has created OJT Contract Form to be used by all WIOA OJT programs in the State. The form is in the OJT Forms section of this manual.

## WIOA Terms and General Assurances for OJT

The following terms and general assurances are part of the OJT Contract to be reviewed by the employer prior to signing the contract.

### **1. Employer Criteria**

- a. The employer must provide information such as an IRS Employer Identification number to demonstrate that they are a legitimate employer, having full-time employees, and conducting their trade or business at an appropriate worksite.*
- b. The employer must not be involved in a current labor dispute and must not have a history of frequent layoffs.*
- c. OJT training may not be subcontracted and must be conducted at the employer's place of business, which meets prevailing standards with respect to wage, hours, and conditions of employment.*
- d. Employer referrals to WIOA NCWorks Career Centers are permitted. Eligibility and suitability for OJT must be determined and verified prior to hiring and/or the beginning of training.*
- e. OJT contracts are permitted with firms in which current and/or past Workforce Development Board (WDB) members are employed. Contracts may not be permitted where WDB members have certain ownership or other interests in the firm. Refer to NCGS 14-234(al)(4).*
- f. The employer must be in compliance with all applicable business licensing, taxation, and insurance requirements. The employer must not be in violation of any local, state, or federal labor laws.*

### **2. OJT Training Occupation**

- a. The OJT training occupation must not be seasonal, intermittent, or temporary.*
- b. The occupation must not involve payment in the form of a commission as the primary source of payment to the OJT employee.*
- c. The occupation must be one in which specific occupational training is a prerequisite for employment.*

- d. *The occupation must provide full-time employment. (Full-time is defined as a 40-hour work week, except where fewer or greater hours are normal to the occupation, but in no case less than 30 hours per week.) Contracts may be negotiated for part-time employment if such negotiation is undertaken for a specific participant, but only in those instances where full-time employment is not feasible due to limitations (i.e. individuals with an impairment or disability).*
- e. *Training may not be provided for occupations where adequate supervision and/or monitoring are not available. These may include traveling salespersons, out-stationed job positions, truck or van drivers and other positions requiring more than an occasional trip from the employer worksite.*

### **3. Payments**

- a. *The employer shall be reimbursed for training costs upon timely submission of the invoice appropriately certified by the employer's signatory official. Payment shall be based on the hours actually worked for which wages are paid under each training slot, times the negotiated fixed hourly rate. Payment of overtime shall be restricted to work consistently with the training plan. Payment shall include reimbursement of costs associated with employment and training services which have been integrated into the training plan and for which wages have been paid.*
- b. *No reimbursement shall be made for a period of work stoppage at the employer's worksite.*
- c. *Each trainee's wages shall be paid in full for the period for which reimbursement is being requested prior to the transmittal of an invoice to the WDB for payment.*

### **4. Availability of Funds**

*Payment for contract activity extending into the next program year is conditional on the availability of WIOA funds in that program year. No obligations will be incurred by the employer if such funds are not available. The employer will be notified in advance when funds are limited.*

### **5. Records Retention and Review**

- a. *The employer shall maintain records (business receipts, payroll records), sufficient to reflect all costs incurred in the performance of this contract until the appropriate Workforce Development Board audit has been fulfilled, or until the expiration of 3 years from the date of final payment under this contract.*
- b. *The employer's establishment and records related to the participant, as may be engaged in the performance of this contract, shall be subject at a reasonable time to inspection, audit, review and evaluation by the US Department of Labor, State of North Carolina, and the Workforce Development Board.*
- c. *The employer agrees to reimburse to the Workforce Development Board any and all funds received under this contract which are determined by audit to have been spent in activities not in compliance with the provisions of this contract.*

### **6. Contract Modifications**

*This contract may be modified, terminated, or cancelled whenever it is determined that such action is in the best interest of the WIOA program or employer. Terminations, cancellations, and modifications shall be effective on the date of execution.*

### **7. Sectarian/Religious Activities**

*No participant enrolled under the contract shall be employed on the construction, operation, or maintenance of any facility as is used, or to be used, for sectarian*

*instruction or as a place for religious worship. Participants may not be trained or employed in sectarian and/or political activities.*

**8. Disclosure of Confidential Information**

*Confidential information about any trainee shall be divulged by the employer only as necessary for purposes related to evaluation of the employee's performance.*

**9. Nepotism**

*No persons shall be hired under this contract if a member of his or her immediate family is employed in an administrative capacity by the employer. The term "administrative capacity" includes those who have selection, hiring, placement, or supervisory responsibility for OJT participants and "immediate family" shall include Wife/Husband, Son/Daughter, Mother/Father, Brother/Sister, Son/Daughter-In-Law, Mother/Father-In-Law, Stepparent, Stepchild, Grandparent, and Grandchild.*

**10. Debarment and Suspension**

*The employer certifies that neither he/she nor the company's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.*

**11. Equal Opportunity and Non-Discrimination**

*The employer shall not discriminate against any employee or applicant because of race, color, religion, sex, age, disability, political affiliation, beliefs, citizenship, or national origin and agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity clause. This contract is subject to the Civil Rights Act of 1964 and ensuing Regulations in 29 CFR Part 31.*

**12. Grievances**

*The employer will ensure that the OJT trainee is informed of established grievance procedures for resolving employee complaints.*

**13. Maintenance of Effort**

*Employer sponsored training in existence prior to initiation of this project shall be continued and may not be reduced in any way as a result of this contract (except for reduction unrelated to the provisions and purposes of this contract.)*

**14. Conditions of employment**

*Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws and ordinances (including but not limited to labor and employment laws, environmental laws or health and safety laws.*

## **Training Plan**

After determination of the occupation in which the participant will be trained, an OJT training plan must be developed. This plan will be a formal and written program of the structured job training that will provide participants with an orderly combination of instruction in work maturity skills, general employment competencies and occupationally specific skills that will enable the participant to work toward self-sufficiency. OJT providers can use O\*NET and/or a company job description as a basis to begin listing skills or tasks. Applicable AmCat Assessments will be administered to the potential trainee to assist in determining the skills gap. Keep each skill description concise and comprehensive and make sure the individual tasks are measurable and observable.

The Training Plan must include:

- Trainee information with employer information including name and contact information.
- OJT information with start and end dates, wage rate, reimbursement percentage, and reimbursement rates.
- Occupational information of job title and description, O\*NET code, SVP Code, training information including list of specific skills or tasks the employer agrees to provide to the participant, estimated standard training hours for each skill, and anticipated participant training hours.
- Estimated start date and end date for each skill or task.
- Signatures of trainee and date, of employer and date, and of OJT provider and date.
- Job description should be attached to the training plan.

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, level of difficulty, and the participant's IEP. The level of difficulty is determined from an assessment of the job description.

For example, if the job requires the repair of machinery, a determination needs to be made of tools needed, the precision needed to use the tools successfully, skills needed to diagnose problems, and the training needed to successfully disassemble and reassemble parts. O\*NET is a useful resource to use in determining the length of training; however, O\*NET should not be relied upon exclusively at the risk of overlooking the needs, skills, and abilities of the participant and the specific needs of the employer.

The training plan becomes the work statement of the contract and followed as a guide when delivering training. The training plan is also useful for determining whether the services contracted for are delivered. Once skills have been identified and a method for measuring them has been established, trainee progress can be determined.

## Schedule and Hire Date

No employee who is hired into a training position under an OJT contract may be employed prior to the date the contract is negotiated. The negotiation date is that date on which the employer provided all necessary information for completing the contract proposal. The effective date of the contract shall be negotiated between the Business Services Representative, Case Manager, and the employer and shall be based upon the need of the participant(s) to start work and the time needed for processing the proposal. The employer must also be made aware of the fact that **no** reimbursement will be paid for any training costs incurred prior to the effective date of an approved contract.

All OJT trainees shall enter training within two (2) calendar months of the effective date of the contract. If any of the training slots are not filled at the end of the entry period, the funds are to be de-obligated within ten (10) working days after the end of the entry period.

## **Reimbursement and Invoicing**

Payments to employers for OJT shall be in compliance with WIOA program guidelines. Payments to employers are in compensation for the extra costs associated with training participants. Employers are not required to document these costs. Extra costs associated with training of participants are usually understood to mean:

- More intense supervision
- Above average material waste
- Abnormal wear on tools
- Down time
- Lower rates of production

The participant must receive wages and fringe benefits equal to those similarly employed by the employer. The reimbursement is not a wage subsidy. It is expected that the participant will continue working after the payments to the employer end. It is also expected that the participant will continue to receive compensation and benefits commensurate with the job performance. Payment to employers should be managed by an invoice system that clearly documents the number of hours worked each day by the participant and rate of pay for the time period. Invoices must be signed by both the participant and the employer or only by the employer if accompanying documentation (timesheets/timecards) is signed by the participant and reconciled to the invoice. Also, payments to employers must be based on the starting wage in the contract and not on scheduled raises and regular pay increases.

At the beginning of each month, the employer will provide the Business Services Representative with signed time sheets or timecards for an invoice to be generated for the employer's signature to include with the time sheets for reimbursement. In the event the OJT starts later in the month or an employer misses submitting documentation in a timely manner this process may start at the beginning of the next full month.

## **Program and Financial Monitoring**

The monitoring of OJT contracts shall be the responsibility of the Local Area and the OJT Provider. Any on-site monitoring reviews and evaluations will be coordinated among Local Area and OJT Provider staff to eliminate duplication.

At a minimum, OJTs are monitored for the following:

- Compliance with the training outline/statement of work
- Review of the employer's payroll records for a comparison of time and attendance invoices, and comparison of contracted wage rate vs. wages paid, and start date of employment vs. contract start date.

- The original documents (timecard, timesheet, etc.) which show the actual hours worked for a given time period are reviewed approximately every month when received prior to reimbursement.

The Local Area monitors OJT activities of each contract to ensure the goals of the OJT program are being met through; appropriate administrative procedures, controls and records are maintained, contract terms and conditions are being fulfilled.

Programmatic monitoring is ongoing throughout the year. Programmatic monitoring is an internal review of participants on a WIOA case load. Each Case Manager doing OJTs is monitored. After monitoring an email consisting of any findings is emailed to the Case Manager and/or OJT Provider. If the finding is correctable the Case Manager will correct and send an email with corrections made back to the monitor.

Financial monitoring occurs approximately every month when time sheets/cards are received prior to the invoice being signed by the employer. This documentation is entered into a spreadsheet and shows the actual hours worked for a given time period and the amount per hour to be reimbursed.

A monitoring review may be conducted at the employer location when there are indications of problem areas, such as layoffs or rumors of layoffs, decrease in hours of training as reported, complaints (either written or verbal) from trainees, rumors of employer filing for bankruptcy, etc.

Monitoring and evaluation of the OJT includes documenting information received directly from the trainees as well as information from the trainee's supervisor about how the training is progressing. The Case Manager is in contact with the trainee monthly and the Business Services Representative checks in monthly with the employer when obtaining timesheets for invoicing. In addition, there is a mid-point and final evaluation of the trainee and program.

## **Contract Modifications**

From time to time, OJT contracts may require changes for which a formal modification is necessary. Modifications should be signed by the same individual who signed the original contract or his/her successor. Contracts cannot be amended after the ending date of the contract period.

Contract modifications may be necessary for the following reasons:

- The ending date of the contract may be extended in order for a trainee to complete the training program, provided the extension does not violate any statutory requirement. The reasons for extending the ending date could be due to illness of a trainee, acts of God such as flooding, or equipment failures at the place of business that delayed the training program. The beginning date of a contract should not be changed.
- Training slots may be increased by a contract modification if such increase will not exceed the allowable number of trainees and if the additional training slots will be filled prior to the two-month entry period.

- The entry period for hiring OJT trainees may be extended if such extension will not cause the training period to extend beyond the statutory limitation of the contract. Normally an extension of the entry period must also include an extension of the contract ending date.
- When an employer fails to fill one or more of the authorized training slots by the end of the entry period, those unfilled slots must be de-obligated by completing a contract modification. The amendment is to be completed within ten working days after the end of the entry period. When none of the training slots are filled, de-obligate the funding and cancel the contract.
- Modifications are also used to correct errors in the original training program budget and the description of the job duties of the position(s) covered by the contract.
- Contract modification (bilateral modification, bilateral cancellation, and unilateral termination) documents will be provided by the Southwestern Local Area.

## **Reporting and Record Keeping**

OJT records and reports that are prepared and maintained by the Local Area/OJT Provider should include a copy of the OJT invoices, instructions for completion of the OJT invoice, record of subcontracted funds, and expenditure report. Appropriate forms will be provided by the Southwestern Local Area.

### **OJT Employer File**

The following documents will be electronically maintained in the OJT Employer file:

- Contract
- Training Plan/Outline
- Contract modifications
- Employer timesheets and invoices
- Evaluations/monitoring

OJT contracts shall be maintained in an orderly fashion and separated by active and inactive contracts.

## **Attachments: OJT Forms**

The following are forms for the OJT Program. These forms are available through the Southwestern Workforce Development Board.

Pre-Award Analysis

Contract Agreement

Training Plan

Evaluations

Invoice Sample

Timesheet Sample

Trainee Rights

Check Lists

**[Insert OJT Provider Name/Logo]**  
**On-the-Job Training (OJT) Contract: Pre-Award Analysis**

**Section 1: Employer Information**

*Complete the following Employer Information*

COMPANY NAME:		FEIN #:
CONTACT PERSON:		TITLE:
COMPANY ADDRESS:		
PHONE:	FAX:	EMAIL:
TYPE OF ORGANIZATION: PRIVATE FOR PROFIT <input type="checkbox"/> PRIVATE NON-PROFIT <input type="checkbox"/> PUBLIC <input type="checkbox"/>		
COMPANY NAICS CODE:	# OF CURRENT EMPLOYEES IN THIS LOCATION:	YEARS IN EXISTENCE:

**Section 2: Criteria for OJT Employers**

YES	NO	Employer Requirements
<input type="checkbox"/>	<input type="checkbox"/>	1) Does the employer agree to ensure that the OJT will <b>not</b> result in the replacement of laid-off workers?
<input type="checkbox"/>	<input type="checkbox"/>	2) Does the employer ensure that the company has not exhibited a pattern of failing to provide OJT trainees with continued long-term employment?
<input type="checkbox"/>	<input type="checkbox"/>	3) Does the employer commit to providing long-term employment for successful OJT trainees, barring unforeseen economic conditions?
<input type="checkbox"/>	<input type="checkbox"/>	4) Does the employer agree to ensure that the OJT will <b>not</b> result in the full or partial displacement of currently employed workers nor will it infringe on promotional opportunities of current workers?

<input type="checkbox"/>	<input type="checkbox"/>	5) Does the employer agree to ensure that trainees will be provided the same benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work?
<input type="checkbox"/>	<input type="checkbox"/>	6) Does the employer agree to ensure that trainee wages to be paid are at least equal to both: a) the federal, state or local minimum wage (Fair Labor Standards Act), and b) other employees in the same occupation with similar experience?
<input type="checkbox"/>	<input type="checkbox"/>	7) Does the employer agree to ensure that trainees are provided with the same workers' compensation coverage as regular, non-OJT employees? a) Worker's Compensation Company: b) Account #: c) Effective Dates: _____ to _____
<input type="checkbox"/>	<input type="checkbox"/>	8) Does the employer agree to ensure that the OJT will <b>not</b> result in the impairment of existing contracts for services or collective bargaining agreements?
<input type="checkbox"/>	<input type="checkbox"/>	9) Does the employer agree to ensure that OJT funds will <b>not</b> be used to directly or indirectly assist, promote, or deter union organizing?
<input type="checkbox"/>	<input type="checkbox"/>	10) Does the employer agree to ensure that WIOA funds will <b>not</b> be used to relocate operations in whole or in part?
<input type="checkbox"/>	<input type="checkbox"/>	11) Does the employer confirm that the company has operated at current location for at least 120 days (unless the new location did not result in the layoff of employees at another location)?
<input type="checkbox"/>	<input type="checkbox"/>	12) Does the employer agree to provide safe working conditions for OJT trainees?

### Section 3: Authorized Signatures

*I hereby certify that the above information is, to the best of my knowledge, true and correct.*

EMPLOYER SIGNATURE:	TITLE:	DATE:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:

### Section 4: INTERNAL USE ONLY

Outcome of Pre-Award Analysis

1. Does the employer meet all requirements of the OJT pre-award analysis? YES  NO

2. Will an OJT Contract be developed? YES  NO

If not, please explain.

[Insert OJT Provider Name/Logo]

## On-the-Job Training (OJT) Contract: Employer Agreement

### Section 1: Contact Information

Complete the following Employer Information		
WIOA OJT AGENCY:	WIOA OJT AGENCY REPRESENTATIVE:	PHONE NUMBER/ EMAIL ADDRESS:
COMPANY NAME:		<input type="checkbox"/> <input type="checkbox"/>
ADDRESS:		PHONE NUMBER:
EMPLOYER REPRESENTATIVE:	TITLE:	EMAIL ADDRESS:
CONTRACT START DATE:		CONTRACT END DATE:

### Section 2: Contract Agreement

This contract is entered into between \_\_\_\_\_, hereinafter called the Workforce Innovation and Opportunity Act (WIOA) OJT Agency, and \_\_\_\_\_, hereinafter called the Employer.

The parties hereto agree that the Employer will employ worker(s) and provide OJT services to individuals referred by the WIOA OJT Agency and deemed acceptable by the Employer in accordance with the associated pre-award analysis and training plan(s) attached and made a part thereof. Reimbursement will be paid pursuant to the terms and conditions set forth under the General Assurances on the reverse side of this signatory sheet. In no case shall total reimbursement exceed \_\_\_\_% of the gross wages paid to the trainee(s) during the training period. In addition, the Employer agrees that it will perform under this contract in accordance with the WIOA and the regulations, procedures and standards promulgated there under. The Employer shall comply with all applicable federal, state and local laws, rules and regulations which relate to the employment of persons who perform work and are trained under this contract.

Individuals employed under this contract must be certified as being eligible by the WIOA OJT Agency. The Employer agrees to submit an invoice for reimbursement to the WIOA OJT Agency. In addition, the Employer agrees to complete and submit the attached evaluation for each trainee at the midpoint and end of the training period.

### Section 3: Authorized Signatures

*I agree to all terms, conditions, and general assurances set forth in this contract. I hereby certify that the information is, to the best of my knowledge, true and correct.*

EMPLOYER REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:

### Section 4: Contract Agreement Modification, **if applicable**

Contract Agreement terms modified:

Reason for modification or cancellation:

*I hereby certify that I agree to the contract agreement modification(s) as stated above.*

EMPLOYER REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:

# On-the-Job Training General Assurances

## 1. Employer Criteria

- a. The employer must provide information such as an IRS Employer Identification number to demonstrate that they are a legitimate employer, having full-time employees, and conducting their trade or business at an appropriate worksite.
- b. The employer must not be involved in a current labor dispute and must not have a history of frequent layoffs.
- c. OJT training may not be subcontracted and must be conducted at the employer's place of business, which meets prevailing standards with respect to wage, hours, and conditions of employment.
- d. Employer referrals to NC Career Centers are permitted. Eligibility and suitability for OJT must be determined and verified prior to hiring and/or the beginning of training.
- e. OJT contracts are permitted with firms in which current and/or past Workforce Development Board (WDB) members are employed. Contracts may not be permitted where WDB members have certain ownership or other interests in the firm. Refer to NCGS 14-234(al)(4).
- f. The employer must be in compliance with all applicable business licensing, taxation and insurance requirements. The employer must not be in violation of any local, state or federal labor laws.

## 2. OJT Training Occupation

- a. The OJT training occupation must not be seasonal, intermittent, or temporary.
- b. The occupation must not involve payment in the form of a commission as the primary source of payment to the OJT employee.
- c. The occupation must be one in which specific occupational training is a prerequisite for employment.
- d. The occupation must provide full-time employment. (Full-time is defined as a 40-hour work week, except where fewer or greater hours are normal to the occupation, but in no case less than 30 hours per week.) Contracts may also be negotiated for part-time employment if such negotiation is undertaken for a specific participant, but only in those instances where full-time employment is not feasible due to limitations (*i.e.*, individuals with an impairment or disability).
- e. Training may not be provided for occupations where adequate supervision and/or monitoring are not available. These may include traveling salespersons, out-stationed job positions, truck or van drivers and other positions requiring more than an occasional trip from the employer worksite.

## 3. Payments

- a. The employer shall be reimbursed for training costs upon timely submission of the invoice appropriately certified by the employer's signatory official. Payment shall be based on the hours actually worked for which wages are paid under each training slot, times the negotiated fixed hourly rate. Payment of overtime shall be restricted to work consistent with the training plan. Payment shall include reimbursement of costs associated with employment and training services which have been integrated into the training plan and for which wages have been paid.
- b. No reimbursement shall be made for a period of work stoppage at the employer's worksite.
- c. Each trainee's wages shall be paid in full for the period for which reimbursement is being requested prior to the transmittal of an invoice to the WDB for payment.

## 4. Availability of Funds

Payment for contract activity extending into the next program year is conditional on the availability of WIOA funds in that program year. No obligations will be incurred by the employer if such funds are not available. The employer will be notified in advance when funds are limited.

## 5. Records Retention and Review

- a. The employer shall maintain records (business receipts, payroll records), sufficient to reflect all costs incurred in the performance of this contract until the appropriate Workforce Development Board audit has been fulfilled, or until the expiration of three years from the date of final payment under this contract.
- b. The employer's establishment and records related to the participant, as may be engaged in the performance of this contract, shall be subject at a reasonable time to inspection, audit, review and evaluation by the U.S. Department of Labor, State of North Carolina, and the Workforce Development Board.
- c. The employer agrees to reimburse to the Workforce Development Board any and all funds received under this contract which are determined by audit to have been spent in activities not in compliance with the provisions of this contract.

## 6. Contract Modifications

This contract may be modified, terminated, or cancelled whenever it is determined that such action is in the best interest of the WIA program or employer. Terminations, cancellations, and modifications shall be effective on the date of execution.

## 7. Sectarian/Religious Activities

No participant enrolled under the contract shall be employed on the construction, operation, or maintenance of any facility as is used, or to be used, for sectarian instruction or as a place for religious worship. Participants may not be trained or employed in sectarian and/or political activities.

## 8. Disclosure of Confidential Information

Confidential information about any trainee shall be divulged by the employer only as necessary for purposes related to evaluation of the employee's performance.

## 9. Nepotism

No persons shall be hired under this contract if a member of his or her immediate family is employed in an administrative capacity by the employer. The term "administrative capacity" includes those who have selection, hiring, placement, or supervisory responsibility for OJT participants and "immediate family" shall include: Wife/Husband, Son/Daughter, Mother/Father, Brother/Sister, Son-In-Law/Daughter-In-Law, Mother-In-Law/Father-In-Law, Stepparent, Stepchild, Grandparent, and Grandchild.

## 10. Debarment and Suspension

The employer certifies that neither he/she nor the company's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

## 11. Equal Opportunity and Non-Discrimination

The employer shall not discriminate against any employee or applicant because of race, color, religion, sex, age, disability, political affiliation, beliefs, citizenship or national origin and agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity clause. This contract is subject to the Civil Rights Act of 1964 and ensuing Regulations in 29 CFR Part 31.

## 12. Grievances

The employer will ensure that the OJT trainee is informed of established grievance procedures for resolving employee complaints.

## 13. Maintenance of Effort

Employer sponsored training in existence prior to initiation of this project shall be continued and may not be reduced in any way as a result of this contract (except for reduction unrelated to the provisions and purposes of this contract).

## 14. Conditions of employment

Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws and ordinances (including but not limited to labor and employment laws, environmental laws or health and safety laws).

[Insert OJT Provider Name/Logo]

## On-the-Job Training (OJT) Contract: Training Plan

### Section 1: General Information

Please complete the following:

TRAINEE NAME:		JOB TITLE:	
O*NET CODE:	SVP CODE:	HOURLY STARTING WAGE: \$	HOURLY ENDING WAGE: \$
REIMBURSEMENT PERCENTAGE: %	REIMBURSEMENT RATE: \$	MAXIMUM TRAINING HOURS:	MAXIMUM REIMBURSABLE AMOUNT: \$
COMPANY NAME:	COMPANY ADDRESS:		
TRAINEE SUPERVISOR:	TITLE:	PHONE/EMAIL:	
EMPLOYER REPRESENTATIVE NAME:	WIOA OJT AGENCY REPRESENTATIVE:	WIOA OJT AGENCY REPRESENTATIVE CONTACT	
PAY SCHEDULE: Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Other <input type="checkbox"/>	PAY DAY:  PERIOD COVERED:	RATIO OF TRAINEES TO SUPERVISOR:	
BENEFITS AVAILABLE (list):			



**Section 3: Authorized Signatures**

*By signing below, I agree to adhere to the Training Outline and my responsibilities thereof.*

EMPLOYER REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
SUPERVISOR SIGNATURE:	TITLE:	DATE:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
TRAINEE SIGNATURE:		DATE:

**[Insert OJT Provider Name/Logo]**  
**On-the-Job Training (OJT) Contract: Trainee Evaluation**

Trainee Name: \_\_\_\_\_ Supervisor Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

**Section 1: Evaluation**

JOB SKILLS OBJECTIVES	MIDPOINT EVALUATION OF SKILLS	MIDPOINT DATE	FINAL EVALUATION OF SKILLS	FINAL DATE
	Mastered objective Satisfactory progress Unsatisfactory progress In Process		Mastered objective Satisfactory progress Unsatisfactory progress Continuing	
	Mastered objective Satisfactory progress Unsatisfactory progress In Process		Mastered objective Satisfactory progress Unsatisfactory progress Continuing	
	Mastered objective Satisfactory progress Unsatisfactory progress In Process		Mastered objective Satisfactory progress Unsatisfactory progress Continuing	
	Mastered objective Satisfactory progress Unsatisfactory progress In Process		Mastered objective Satisfactory progress Unsatisfactory progress Continuing	

Having satisfied the requirements of the training plan, employment continues on an unsubsidized basis: \_\_\_\_\_

**Section 2: Authorized Signatures**

*Midpoint Evaluation*

<i>I hereby certify that the above information is accurate.</i>	
EMPLOYER SIGNATURE:	DATE:
SUPERVISOR SIGNATURE:	DATE:
TRAINEE SIGNATURE:	DATE:

*Final Evaluation*

<i>I hereby certify that the above information is accurate.</i>	
EMPLOYER SIGNATURE:	DATE:
SUPERVISOR SIGNATURE:	DATE:
TRAINEE SIGNATURE:	DATE:

**Section 3: Comments (explain any unsatisfactory evaluation items)**

**ON-THE-JOB TRAINING: INVOICE #**

Employer: \_\_\_\_\_  
 Trainee: \_\_\_\_\_

Start Date: \_\_\_\_\_  
 End Date: \_\_\_\_\_

Total Contract Amount: \$

Maximum Contract Hours:

Timesheet Start Date	Timesheet End Date	Hourly Wage	Reimbursement Rate	Hours Invoiced	Total Invoiced
					<b>\$0.00</b>
<b>Total to Date:</b>					\$0.00
<b>Remaining Contract Balance:</b>					

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

WIOA Representative: \_\_\_\_\_

# OJT Weekly Time Sheet

Employer:

Employee:

Period Start Date:

Period End Date:

	Date	Time In	Lunch Start	Lunch End	Time Out	Hours Worked
<i>Example:</i>	10/23/2020	10:00 AM	1:00 PM	1:30 PM	6:30 PM	8
<b>Monday</b>						
<b>Tuesday</b>						
<b>Wednesday</b>						
<b>Thursday</b>						
<b>Friday</b>						
<b>Saturday</b>						
<b>Sunday</b>						
					<b>Total Weekly Hours:</b>	<input type="text"/>

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

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

**WIOA OJT Trainee Rights**  
**Benefits, Nepotism Policy & Hatch Act Information**

**Civil Rights**

No action may be taken in selecting trainees; in assigning them to an employment or training site; or in terminating them from WIOA or from a WIOA activity if such action is based on discrimination with regard to race, creed, color, national origin, political affiliations, religion, sex handicap or age or with regard to any other term, condition, benefit or privilege or employment or training.

**Other Rights & Benefits**

- Each trainee in OJT shall be assured of worker’s compensation or of comparable insurance coverage.
- Each trainee in an OJT program shall be provided with wages, benefits and working conditions to the same extent as other employees similarly employed.
- Each trainee before beginning WIOA employment or training shall be informed of all rights and benefits to which the trainee may be entitled, and of pay procedures, time limits, and programmatic goals.
- Trainees who are found to be in need of financial assistance as prerequisite to their WIOA participation will be provided needs-based or other payments, as deemed appropriate, by the Workforce Development Area.
- Trainees will receive counseling services and will be provided with a copy of the Plan of Action located in the Individual Service Strategy. The Plan of Action summarizes the trainee’s employment goals and the necessary steps to reach those goals.
- Trainees will not be required or permitted to work, be trained, or receive services under conditions which are unsanitary or hazardous in any way to their health or safety.
- Each OJT trainee shall be informed of the name of his or her respective employer.
- Each Trainee shall be informed of the complaint and hearing procedure applicable to the WIOA activity to which assigned. The right to file a complaint about any aspect of WIOA is granted by law to all WIOA trainees.

**Nepotism Policy**

No persons shall be enrolled in an OJT program if a member of his/her immediate family is employed in an administrative or decision-making capacity by the OJT Subcontractor (employer). This includes those who have selection, hiring, placement or supervisory responsibility for OJT participants. “Immediate family” shall include wife/husband, son/daughter, mother/father, brother/sister, son/daughter-in-law, mother/father-in-law, stepparent, stepchild, grandparent, and grandchild.

**Political Activities/Hatch Act**

The federal Political Activities Act places certain restrictions on the political activities of individuals employed in federally funded activities. No Contractor staff or participant/trainee may engage in partisan or non-partisan political activities during hours for which that person is paid or funded with grants administered through the Local Area. No Contractor staff or participant/trainee may, at any time, engage in partisan political activities in which such person may represent himself/herself as a spokesperson of the program or funding source or of the Local Area.

**I certify by signature below that the information above has been explained to me and I understand my rights and responsibilities as a participant in the WIOA OJT Program.**

\_\_\_\_\_  
Participant’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
WIOA Case Manager/Employment Specialist Signature

\_\_\_\_\_  
Date

**WIOA ORIENTATION: OJT PROGRAM**  
**Participant Program Orientation**

- Training Plan: Provide a copy prior to the start of training with the following information:
  - Training site
  - Name of Supervisor
  - Wage rate and benefits
  - Length of training period
  - Hours of work
  - Job description with title
  
- Procedural Guidelines
  - Reporting accident procedures
  - Timesheets, pay day and other reporting procedures
  
- OJT WIOA Trainee Rights and Responsibilities
  
- Individual Employment Plan
  
- Trainee Evaluation

**I affirm that the above information has been discussed with me and that I understand my responsibilities as a participant in the WIOA OJT Program.**

Applicant Signature \_\_\_\_\_ Date: \_\_\_\_\_

**WIOA Orientation: OJT Program Employer/Supervisor**  
**Employer Orientation Process**

- **WIOA Purpose/Goals**
  - Availability of Funds
  - Overall Program Expectations
  
- **NCWorks Career Center Partners**
  - Available Supportive Services
  - Referrals Process
  
- **WIOA OJT Contract\***
  
- **WIOA/OJT Terms and General Assurances\***

<ul style="list-style-type: none"><li>Employer Criteria</li><li>Payments</li><li>Contract Modifications</li><li>Disclosure of Confidential Information</li><li>Debarment and Suspension</li><li>Grievances</li><li>Conditions of Employment</li></ul>	<ul style="list-style-type: none"><li>OJT Training Occupation</li><li>Records Retention and Review</li><li>Sectarian/Religious Activities</li><li>Nepotism</li><li>Equal Opportunity and Non-Discrimination</li><li>Maintenance of Effort</li></ul>
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- **OJT Training Plan/Outline\***
  - Participant Name
  - Participant Hourly Wage Rate and Benefits
  - Participant Pay Schedule and Period
  - Participant Supportive Services
  - Job Description and Title
  
- **Participant Rights and Responsibilities (Counseling Component)**
  
- **Monthly Reimbursement Process**
  - Timesheets/cards\* (provide if necessary)*
  - Invoice Process and Form\**
  
- **Monitoring and Follow Up**
  
- **OJT Mid-point and Final Evaluation\***

*\* Items that need to be on file in Employer's folder and maintained by WIOA Case Manager*

I affirm that the above information has been discussed with me and that I understand my responsibilities as a subcontractor in the WIOA OJT Program.

**Employer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_