

ON-THE-JOB TRAINING POLICY

Southern 14 Workforce Investment Board, Inc, LWIA #26

The Southern 14 Workforce Investment Board and its service provider entities shall use the most current Department of Commerce policies/notices and its attachments under the Workforce Innovation and Opportunity Act of 2014.

General Requirements

1. On-the-job training (OJT) programs must provide potential new employees (adults, dislocated workers or eligible youth, when appropriate) or eligible underemployed workers with the opportunity to acquire new skills or knowledge essential to job performance.
2. The Local Workforce Innovation Board (LWIB) may approve the purchase of items required for the OJT such as tools, equipment, and uniforms.
3. The participant must be an employee during the OJT contract period and the employer must agree to the contract prior to the person's start date.
 - a. Employment will continue upon successful completion of training. Successful completion includes:
 - 1) Acquired the skills identified for the training program and met the goals of the Individualized Services Employment and Training Plan (ISTEP);
 - 2) Complied with all company and employment obligations throughout the training.
 - b. The intent of an OJT is full-time paid employment that leads to self-sufficiency according to the most current Lower Living Standard Income Level or at or above the self-sufficiency level established by the LWIB standard.
 - c. Consideration may be given to an OJT placement that is less than full-time if an individual is receiving a service other than education or training and has one or more of the following barriers to employment: adult or youth with a disability, an ex-offender, a youth aging out of foster care, eligible migrant and seasonal farmworkers, an individual who is homeless, or an English language learner, who has low literacy levels and faces substantial cultural barriers.
 - d. Employers may not hire OJT employees as independent contractors.
4. Employers are ineligible for an OJT contract if they 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.
5. Training does not have to occur at the employer's location. a. OJT providers are not subject to the eligibility requirements for WIOA training providers. b. Although these providers are not included in the State Eligible Training Provider List (ETPL), they are considered to be eligible providers of training services (§ 680.530).
6. Local Workforce Innovation Boards (LWIBs) may combine OJTs with other forms of training.

- a. As part of a participant's ISTEP, OJT may combine other types of training such as work experience, classroom, and remediation. Training is paid for using an Individual Training Account (ITA).
 - b. OJT may combine with ITAs to support placing participants into Registered Apprenticeship programs (§ 680.750 and § 680.330).
 - c. When combining OJT with other types of training such as those above, only the OJT hours are eligible for wage reimbursement.
7. OJT participants are not eligible to receive Needs Related Payments (NRPs).
8. OJT participants cannot be immediate family members of the business owner or direct supervisor. The term "immediate family" includes a spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, sibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, grandparent, and grandchild.

Participant Eligibility

1. OJT participants must be determined eligible for each applicable funding source (i.e., WIOA Adult, Dislocated Worker, or Youth formula funded programs) and have worked with the career planner to complete the following:
 - a. A thorough personal assessment of the participant's pre-existing knowledge and skills relevant to the OJT position; and
 - b. An Individualized Services Employment and Training Plan (ISTEP) that meets the specific skill requirements for the position at the hiring employer.
2. OJT may be used to train an underemployed customer who currently works at the OJT employer only if the OJT elevates that employee to reach at least a self-sufficient wage through skill upgrade training that relates to any of the following:
 - a. The employee is not earning a self-sufficient wage as determined by the Local Workforce Innovation Board (LWIB) policy;
 - b. The OJT contract complies with the OJT Reimbursement section of this policy;
 - c. The OJT relates to the introduction of new technologies, new production or service procedures, an upgrade to a higher-skilled position requiring the individual to learn additional skills;
 - d. Other appropriate purposes identified by the LWIB (§ 680.710); or
 - e. LWIBs may choose to consider OJT contracts for eligible youth when it is appropriate based on the needs identified by the objective assessment of the individual youth and the individual's likelihood of long-term success if given the opportunity (WIOA Section 129(c)(2)(C)).

Employer Eligibility

1. Employers in the public, private non-profit or private sector may use OJT programs.
2. A staffing agency is an eligible employer for WIOA-funded OJT if the staffing agency meets the following conditions:
 - a. The position is "temp to hire" and the host employer will hire the participant within a time as defined by LWIB policy.
 - b. The placement from the staffing agency must be full-time as defined by the host employer.

- c. The OJT participant wages and working conditions are 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.
3. The wage provided by the employer to the OJT participant must be at least equal to the federal, state or local minimum wage (Fair Labor Standards Act).
4. In addition to meeting the General Requirements of this policy, an employer will be ineligible to receive a WIOA OJT contract at the worksite location if:
 - a. The employer has any other individual on layoff from the same or equivalent position.
 - b. The same or equivalent position is open due to a hiring freeze.
 - c. The OJT would infringe upon the promotion of or displacement of currently employed workers or a reduction in their hours.
 - d. The employer has terminated the employment of any regular employee or caused an involuntary reduction in its workforce with the intention of filling the vacancy with OJT participants.
 - e. The positions are for seasonal employment.
5. The employer must have the capacity and commitment to ensuring that the OJT program will address skills gaps specific to the individual and that staff has the time and knowledge to carry out the necessary training.
6. The employer agrees to cooperate with monitoring and reporting efforts as required by WIOA legislation, including a pre-award survey and adhere to all other applicable local, state and federal rules and regulations.

Apprenticeship

1. The LWIB may establish an OJT contract with an employer that has a registered apprenticeship program, but only the OJT hours are eligible for wage reimbursement through the OJT portion of the program.
2. Individual Training Accounts (ITAs) and OJT funds may be combined to support placing participants into a registered apprenticeship program, just as they can be used together for a participant who is not in a registered apprenticeship.
 - a. The LWIB may choose to set the duration or a financial limit on ITAs and OJTs for apprenticeships as defined in the LWIB policy for such programs.
 - b. An ITA may support the classroom portions of the apprenticeship program, and OJT funds may only support the on-the-job training portions of the program.
3. Depending on the length of the registered apprenticeship and local OJT policies, WIOA OJT funds may cover some or all of the registered apprenticeship training.

LWIB Responsibility

1. LWIBs must set policy for implementing OJTs including:
 - a. The position(s) authorized to negotiate OJT contracts on behalf of the LWIB.
 - b. A procedure that verifies the employer is suitable for OJT and meets state and federal policy and guidelines (i.e., working conditions (safety and health), wage structure, turnover rate, etc.).
 - c. Procedures guiding OJT contract modifications and employer disputes with the grantor and/or the trainee.

- d. The maximum length of time the OJT may be in place as well as financial limits for the OJT that considers:
 - 1) The amount of time it should take the individual named in the contract to become proficient in the occupation for which he or she is hired, as defined by DOL's Specific Vocational Preparation (SVP), including apprenticeships.
 - 2) The participant's pre-existing knowledge and skills relevant to the position for which he or she is hired based on the required personalized knowledge and skills assessment.
 - 3) The LWIB financial limits for OJTs or ITAs.
 - e. A policy on the use of staffing agencies, if the LWIB chooses to allow OJT contracts with staffing agencies. At a minimum, the policy must include:
 - 1) The maximum length the "temp to hire" can be in place before the host employer must hire the participant full-time.
 - 2) A description of how the host employer and the staffing agency will meet the OJT obligation, including who will act as the employer of record. Both must sign the contract to ensure an understanding with reporting requirements and provide assurance that both will abide by provisions within local and state policy.
2. Prior to entering into an OJT contract with an employer, the LWIB's designee must conduct a pre-award survey that includes verification of employer eligibility outlined in the Employer Eligibility of this policy.

OJT Contracts and Modifications

1. Upon determining the employer's capacity to provide OJT programs, the LWIB designee negotiates an OJT contract with the employer to determine an individualized training plan, reimbursement rate and training length, among other contract provisions deemed appropriate by the LWIB. The standardized OJT contract that LWIBs will use is attached to this policy.
2. The LWIB designee is responsible for selecting and contracting with employers in the public, private non-profit or private sector to provide high quality OJT programs (WIOA Section 134(c)(3)(G)(ii); § 680.700).
3. The LWIB must perform a standardized pre-award review, prior to receiving a contract that at a minimum:
 - a. Is documented jointly by the LWIB designee and the OJT employer that includes names under which the establishment does or has done business, including the name, title, and address of the company official certifying the information.
 - b. Determine whether WIOA assistance in connection with past or impending job losses at other facilities has occurred; including a review of whether the employer filed any WARN notices within the previous four (4) months.
4. The OJT contract must be limited to the period required for each participant to become proficient in the occupation for which he or she is hired and the training is being provided (§ 680.700(c)).
 - a. The appropriate duration and intensity of the training is based on a skills gap assessment that considers the following:
 - 1) The skill requirement of the occupation;
 - 2) The academic and occupational skill level of the participant;

- 3) Prior work experience; and
- b. The participant’s individual employment plan (WIOA Section 134(c)(2)(A)(1)(xii)(II)). b. The skill requirement of the occupation should align with the SVP time estimate determined by USDOL which includes the time required to learn the techniques, acquire the information and develop the skills needed for average performance in a job. This occupational preparation includes time spent in training programs, academic training, and related work experience.

Level	Time
1	*Short demonstration only
2	*Beyond short demonstration up to and including 30 days
3	Over 30 days, up to and including 3 months
4	Over 3 months, up to and including 6 months
5	Over 6 months, up to and including 1 year
6	Over 1 year, up to and including 2 years
7	Over 2 years, up to and including 4 years
8	Over 4 years, up to and including 10 years
9	Over 10 years

5. OJT contracts with eligible employers may allow the employer to provide OJT to a single employee or to multiple employees. In the case of multiple employees, each person must have an individualized assessment of knowledge and skills relevant to the position to determine the content and duration of the OJT training plan.
6. OJT contracts need to be modified if there are significant changes, such as layoffs or changes in federal, state, and local rules and policies pertaining to the implementation of OJTs.

OJT Reimbursements

1. OJT is provided for a WIOA customer in exchange for a negotiated reimbursement wage rate to compensate for the employer’s extraordinary costs of training and additional supervision related to the training (WIOA Section 3(44) and § 680.730).
- a. The LWIB may approve increasing the reimbursement wage rate up to 75% when taking into account the following factors:
- 1) The characteristics of the participants taking into consideration whether they are “individuals with barriers to employment” thus, LWIB policy may provide a higher rate of reimbursement for individuals who will require more intensive training than individuals without barriers;
 - 2) The size of the employer;
 - a) The LWIB shall consider the size of the business based on the total number of full-time employees at the location where the OJT will occur.
 - 3) The quality of employer-provided training and advancement opportunities; and
 - 4) Other factors the LWIB determines to be appropriate, including but not limited to: the occupation of training, receipt of an industry recognized credential after training, the number of employees participating, the participant’s work history, labor market conditions, hourly wage, fringe benefits, promotional opportunities, the career planner’s overall training budget, etc.

- b. An employee in OJT may work overtime hours, but overtime hours are not eligible for wage reimbursement.
- c. Funds provided to employers for OJT must not directly or indirectly assist, promote or deter union organizing.
- d. WIOA funds may not be used to provide OJT if the business has relocated from a location that resulted in any employee losing his or her job at the original location. In this instance, the business would only be eligible for OJT after they have been operational at the current site for more than 120 days.

OJT Monitoring and Evaluation

1. The LWIB designee is also responsible for monitoring local OJT outcomes for participants and employers, including whether the OJT programs result in long-term employment or if applicable, an industry-recognized credential.
2. Local procedures must ensure verification of reimbursement requests, hours worked and the rate of pay by reviewing such documentation as invoices, timesheets and payroll or other documentation prior to payments being made to ensure compliance with program requirements and contract provisions.
3. On-site monitoring and/or desk reviews should be conducted by the LWIB designee shortly after the participant begins work, with additional visits scheduled at appropriate intervals (determined by length of OJT Training Plan).
4. The LWIB designee must establish periodic reviews with the employer to evaluate the progress of the participants' in the OJT.
5. OJT programs will be subject to State monitoring.