



ON-THE-JOB TRAINING (OJT)

PURPOSE

The purpose of this policy is to provide guidelines to Workforce Alliance of the North Bay's (WANB) Service Providers to be used in the provision of On-the-Job Training (OJT) activities, pursuant to the requirements of the Workforce Innovation and Opportunity Act (WIOA), Department of Labor Regulations (DOL), State Directives, and WANB policy.

SCOPE

Workforce Innovation and Opportunity Act Title I contracted Service Providers

RESPONSIBLE PARTY

Workforce Alliance of the North Bay
Regional Workforce Development Board

REFERENCES

- WIOA (Public Law 113- 128) Section 3(44) and Section 134(c)(3)(H)
- Title 20 CFR "WIOA Final Rule" Sections 680.200, 680.700-680.750
- Training and Employment Guidance Letter (TEGL) 19-16 "Guidance on Services provided through the Adult and Dislocated Worker Programs under the Workforce Innovation and Opportunity Act (WIOA) and the Wagner-Peyser Act Employment Service (ES), as amended by title III of WIOA, and for implementation of the WIOA Final Rules." (March 1, 2017)

DEFINITIONS

On-the-Job Training (OJT) - is training by an employer that is provided to a paid participant while engaged in productive work in a job that:

- Provides knowledge or skills essential to the full and adequate performance of the job;
- Provides reimbursement to the employer, typically up to 50 percent of the wage rate of the participant for the extraordinary costs of providing the training and additional supervision related to the OJT; and
- Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.

POLICY

- I. On-the-Job Training (OJT) must be provided through a contract that provides a structured training opportunity for the OJT trainee to gain the knowledge and skills to be competent in the job for which they are hired. The contract must be completed and signed by all parties before the OJT trainee may begin the OJT.

OJT's must be a minimum of four weeks and no more than 26 weeks, not to exceed 1,040 hours, with a minimum starting wage of at least \$16.00/hr. Hourly wage shall be based on the employers starting wage for the position and the duration needed for the participant to gain the required competencies. All OJT's should be for a demand occupation and/or part of a career ladder.

OJT may be sequenced with other WIOA program services, such as work experience or classroom training.

A. Participant Eligibility

1. OJT trainees must meet program eligibility requirements and be enrolled in a WIOA program or special project administered by WANB. OJT may be provided for enrolled participants who are either employed or unemployed.
2. An assessment must be conducted and justify OJT is the appropriate training service. The assessment must support the participant is suitable for OJT based upon the skill requirements of the occupation and employer, the academic and occupational skill level of the participant, the participant's prior work history and experience, and the participant's level of commitment.
3. OJT for employed participants may be provided when the employee is not earning a self-sufficient wage and the OJT relates to the introduction of new technologies, new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes.
4. Participants who received funding through an Individual Training Account (ITA) or other WIOA funded training may also be eligible for OJT.

B. Employer Eligibility

1. To qualify for an OJT contract, the employer must meet the following requirements:
 - a) Has not previously exhibited a pattern of failing to provide OJT trainees with continued long-term employment as a regular employee with wages, benefits, and working conditions at the same level as other employees performing the same type of work for the same length of time.
 - b) Verifies WIOA funds will not be used to relocate operations in whole or in part.
 - c) Has operated at its current location for at least 120 days. If less than 120 days, employees were not laid off at the previous location as a result of the relocation.
 - d) Must not have workers currently in a layoff status or utilize OJT participants to fill job openings as a result of a labor dispute.
 - e) OJT funds will not be used to directly or indirectly assist, promote, or deter union organizing.
 - f) The OJT will not result in the full or partial displacement of employed workers or alter promotional opportunities for current employees.



- g) Must comply with the non-discrimination and equal opportunity provisions of WIOA and its regulations.
 - h) Must provide trainees the same worker's compensation, health insurance, unemployment insurance, retirement benefits, etc. as regular non-OJT employees.
 - i) Pay OJT wages at the same rate, including periodic increases, as other participants or employees who are similarly situated in comparable occupations with the same employer, and who have equivalent training, experience and skills; and, no less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1) or the applicable Federal, State or local minimum wage.
 - j) Must be financially solvent and have adequate payroll record keeping systems that track hours worked, gross pay, deductions and net pay.
 2. These requirements must be documented in the case file.
 3. OJT contracts may be written with registered apprenticeship programs or participating employers in registered apprenticeship programs.
 4. Liquor stores, bars, grocery stores, restaurants, churches or any building where religious sectarian activities are conducted, and home-based businesses may not qualify to participate in the OJT program if they cannot provide permanent full-time employment that leads to self-sufficiency.
 5. Training positions for commission salespersons, temporary or seasonal workers do not qualify for OJT.
- C. Employer Reimbursement
 1. Employers may be reimbursed up to 50 percent of the wage rate of an OJT trainee for the extraordinary costs of providing the training and additional supervision related to the OJT. The primary wage rate cannot be in the form of a commission.
 2. OJT reimbursements must be for regular wages paid by the employer. Payments for overtime, vacation, holidays, sick leave, work plant closures or any time in which training does not occur is not allowable.
 3. Timesheets, payroll register or other acceptable documentation as approved by the WANB Fiscal Manager with an invoice shall be provided for reimbursement.
- D. Training Duration
 1. Training shall be limited to the period of time required for a participant to become proficient in the occupation for which they are receiving the OJT. In determining the appropriate length of training, the following factors should be taken into consideration: the skill requirements of the job, the Specific Vocational Preparation (SVP) Code, the academic and occupation level of the participant, and the participant's prior work experience.
 - a) On the Job training must be at a minimum four weeks and no more than 26 weeks, not to exceed 1040 hours or \$10,000.
- E. OJT Contract
 1. An OJT contract (Agreement) is required for every participant entering into an OJT program. The Agreement stipulates the general terms and conditions that must be



adhered to by the Employer and Service Provider. The Agreement includes the requirements of WIOA rules and regulations, disclosures, the occupation, skills and measurable competencies to be learned, the length of time the training will be provided and the employers training cost.

2. Prior to the start of the training, the Employer, the Service Provider and Trainee must sign the Agreement.
3. Any modifications to the Agreement must be in writing, signed and dated by all parties prior to the effective date of the modification. Verbal modifications are not valid.

F. OJT Monitoring

1. OJT Agreements are required to be monitored by Service Provider staff at the mid-point of the training agreement and an evaluation of the of the Trainee's skills must be completed by the Employer. This evaluation must be signed by the Employer and Trainee. An on-site monitoring visit must be conducted and shall ensure that training objectives are being met in accordance with the participant's training plan. Any issues identified during the monitoring review must be addressed, resolved and documented within a timely manner. Non- compliance or deviations to the OJT Agreement may result in a Corrective Action(s).

G. OJT Final Evaluation

1. Upon completion of the OJT, a final evaluation must be completed and signed by the Employer and Trainee. This evaluation certifies that the participant has successfully completed the training and has attained the necessary skills ensuring proficiency in the occupation for which the training is being provided and/or within an occupation that requires the same/similar standards.

H. Exceptions

1. Exceptions to this policy may be approved by WANB Executive Director on a case-by-case basis for specific training programs or employment opportunities with higher support costs/needs or for special projects and grants that allow for flexibility.

POLICY UPDATE HISTORY

December 12, 2019 – New Policy

September 15, 2023 – Revision added maximum reimbursement, disclosures, employers training calculations, and timesheets and invoice requirements.

INQUIRIES

Questions regarding this policy can be sent to Operations Unit.

