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## **I. Introduction**

This “On the Job Training” (OJT) Operating Guide has been developed to provide guidance and to serve as a reference for Missouri Career Center staff to utilize when entering into OJT agreements/contracts with employers and Workforce Investment Act (WIA) Title I customers in accordance with WIA Rules and Regulations (Sec. 663.700 to Sec. 663.730) and DWD Issuance 15-2009.

Throughout this OJT Operating Guide, specifics to the Workforce Investment Act (WIA) (as they relate to entering into an OJT contract) are discussed. This guide should be used along with other state and local policy issued on these programs.

Enrollment in OJT is the culmination of a customer’s assessed needs to become self-sufficient. Missouri Career Center (MCC) Skills team staff must assess and determine if the customer lacks adequate work experience and/or occupational training and is in need of training services to meet an employer’s minimum hiring requirements.

The Workforce Investment Act of 1998 defines OJT as:

...training by an employer that is provided to a paid customer while engaged in productive work in a job that:

- a) *Provides knowledge or skills essential to the full and adequate performance of the job;*
- b) *Provides reimbursement to the employer of up to 50% of the wage rate of the customer, for the extraordinary costs of providing the training and additional supervision related to the training; and*
- c) *Is limited in duration as appropriate to the occupation for which the customer is being trained, taking into account the content of the training, the prior work experience of the customer, and an employment plan of the customer, as appropriate. (WIA Section 101(31))*

### **A. General Principals**

OJT in the NEMO Workforce Investment Board region will be conducted using the following general principles:

1. OJT is not just a placement activity; it is a training program. The program neither “purchases” a job slot nor “subsidizes” wages. Instead, it provides reimbursement to the employer for the extra time that a WIA customer requires for training on the job. OJT reimbursement is “compensation” for the extraordinary costs associated with the lower productivity of such customers.”

2. The training provided under an OJT contract must sufficiently prepare the customer to perform meaningful work. In order to do this, three (3) steps are necessary:
  - (a) The employment and training needs of the customer must be carefully assessed, documented and addressed in Toolbox through the Initial Interview, Assessment, and IEP.
  - (b) The IEP should remain an ever-evolving document that is developed by both the employment professional and the customer themselves.
  - (c) The employer's job skill requirements must be specifically identified and carefully analyzed.
  - (d) A realistic *training plan* must be constructed which documents the skills required, stipulates a schedule for achieving those skills, and contains criteria for measuring the attainment of those skills.
3. Functional Leaders must ensure adequate systems and internal procedures are in place for OJT programs in order to ensure full compliance with all aspects of the program. The OJT Program must be managed efficiently with accountability. At a minimum, this means that:
  - (a) Clear procedures must be in place for the entire OJT process, from customer assessment to worksite monitoring.
  - (b) Written agreements/contracts between employers, customers, and staff must clearly assign accountability and describe a mechanism for measuring performance.
  - (c) Reporting, monitoring, and record-keeping procedures must document that training plans and agreements/contracts are being correctly carried out.
4. OJT occurs while the customer is engaged in productive work which provides knowledge and skills essential to perform the job. Due to the new and emerging industries and the complexity of the skills, some jobs may require a combination of classroom training and on the job training.
5. OJT can reimburse wages for an individual to attend up to 20% of the total OJT contract hours (maximum 160 hours) of company sponsored classroom training. The training is conditional based upon the following provisions:
  - the company is incurring the costs of the training
  - the training is not funded using other funding sources such as State or Federal training program funds
  - the training is directly related to the job and
  - the training is required of all individuals hired for this position.

Documentation of the need for actual class room training will be included on the training plan and the IEP. Documentation will be retained in the OJT customers file.

6. Payments to employers for OJT shall be in compliance with program guidelines. Regions must ensure that payments to employers are in compensation for the extraordinary costs associated with training customers and in compensation for the costs associated with the lower productivity of such employees. Employers, however, are not required to document these extraordinary costs (WIA sec. 663.710 (a)).
7. Prior to WIA OJT approvals, Functional Leaders should notify the Workforce Investment Board of the companies use or intention to use State and Federal training funds such as the States Customized Training funds.

Notification to WIB should include:

- name of business
- number of positions expected to be placed at this business with OJT agreements/contracts
- job title(s) and
- estimated begin and end dates

## **II. Assessment and Individual Employment Plan**

Regardless of the funding stream, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the customer and prior work experience, as identified in the Individual Employment Plan (IEP)/Individual Service Strategy (ISS). Prior to enrolling a customer in an OJT training component, Missouri Career Center Skills team staff must conduct an initial interview, assessment and an Individual Employment plan. The results of the initial interview, assessments and the Individual Employment plan should be entered into the Toolbox case management system.

### **A. Purpose of the Initial Interview**

The purpose of the Initial Interview is to conduct a brief informal assessment of the customer's immediate needs. Missouri Career Center (MOCC) Staff should enter the results of the customer's current situation and barriers to employment. The resource and activities tab should identify a plan to address those barriers and address the needs of the customer. The Initial Interview should be reviewed and updated regularly, even monthly (if needed), as the customers situation changes. The results of the initial interview will be entered into the Toolbox case management system.

### **B. Purpose of Assessment**

The purpose of an assessment is to help the individual and MOCC Training team staff make decisions about appropriate employment goals and to develop effective service strategies for reaching those goals. We strongly believe that meaningful service planning cannot occur in the absence of effective assessment practices. The results of the assessment should be entered into the Toolbox case management system.

All customers shall be given an assessment to substantiate the type of training needed in accordance with DWD and local WIB guidance as it pertains to the customer's individual program. The assessment should include a combination of all of the following:

- Educational attainment
- Employment history
- Transferable skills
- In-depth information about basic literacy and occupational skill levels
- Interests
- Aptitudes
- Family and Support systems
- Financial situations/needs
- Emotional and physical health (including disability related issues)
- Attitudes toward work
- Motivation
- Support service needs
- Legal situation/needs

Special attention should be given to the academic levels, skill levels, and service needs of each customer. An assessment should also include identification of the customer's transferable skills, based on the theory that job skills are transferable to other jobs requiring similar worker traits and aptitudes. A key factor to the success of the customer is an evaluation of the customer's financial needs to effectively assist them in making career decisions that will lead to self sufficiency.

### **C. Purpose of an Individual Employment Plan**

Missouri Career Center Skills Team staff are required to complete an Individual Employment Plan (IEP) (for youth, WIA youth program operator staff will complete an Individual Service Strategy (ISS)) for all customers in accordance with applicable federal, state, and local regulations. IEP information and data is captured throughout multiple areas in Toolbox case management system.

Development of the Individual Employment Plan (IEP) can be the most useful service provided to the customer. The IEP comprises a holistic process incorporating the customer's vocational and educational abilities and interests, past work experience and any special needs to assess his or her capacity to function in various activities. It should result in a realistic and individually based Training Plan.

The Assessment/IEP must be jointly developed between the customer and case manager to:

- (a) Test and/or assess scores for basic skills level, interest, aptitude, etc., Test scores and assessment results should be entered on the appropriate tab in Toolbox
- (b) Document assessment data showing the customer's interests, employability readiness, including past employment and educational information
- (c) Document the results of the comprehensive assessment of the customers transferable skills
- (d) Identify and document the need for training which should include the requirements of the employer and the skills the customer lacks
- (e) Document the customer's employment and training needs to include information about any barriers to training and employment (such as disabling conditions, childcare difficulties, work limitations, education, or transportation); for determination of support service needs.
- (f) Develop action plans to deal with such barriers
- (g) Document activities and services to be developed or accessed to meet the customer's needs
- (h) Develop information about education and career goals; to include short-term and long-term educational and occupational goals

- (i) Identify an individualized strategy for employment by participation in program activities to placement in unsubsidized employment that will lead the customer to self sufficiency

This information should be used to develop a comprehensive package of appropriate services that will address barriers and enable the customer to either enter employment or an educational component that meets their educational or occupational goals and will assist the customer with reaching self sufficiency.

#### **D. Required Elements of an Individual Employment Plan**

NOTE: Information and data required on the IEP is captured throughout multiple areas in Toolbox. The information on the IEP should have back up documentation, when appropriate. The IEP must include, at a minimum, the following elements:

1. Participant's name and social security number
2. Date the IEP was initiated
3. Current/prior educational status
4. Current/prior work history and experience;
5. Assessment of customer's skills, assessment of customer's interests, a determination of short-term and long-term educational and occupational goals;
6. Test/assessment scores for basic skills level, interests, aptitude, etc;
7. Identification of barriers to employment that might hinder the customer's ability to find and maintain unsubsidized employment and the determination of support service needs;
8. A plan of action to overcome barriers identified and to enter unsubsidized employment;
9. A listing of services that will address customer needs. This may be in the form of a listing of all services available through a partner agency and selection of those services the counselor and the customer have chosen;
10. Post-program follow-up service needs;
11. Disclaimer that the IEP is not a guarantee or contract to provide services and
12. Participant and counselor signatures

#### **E. Documentation**

The information on the IEP should have back up documentation, when appropriate. This may include copies of the various testing and assessment materials given to the customer. Service notes should be used to document the IEP update process, and should be clearly identified as such. Service notes should be entered into Toolbox as appropriate. Missouri Career Center staff is required to keep the IEP updated according to NEMO Workforce Investment Board standards. Missouri Career Center staff will review each customer's progress at least every 30 days in meeting program

and service strategy objectives, including the customer's acquisition of basic/occupational skills, and the adequacy of supportive services provided as related to OJT.

#### **F. Determination of Appropriate OJT Services**

1. Once the preliminary IEP information has been gathered and the assessment process is completed, the following considerations should be addressed:
  - Does the customer need to learn skills for the desired position, or have those skills already been acquired?
  - Does the customer have a need for training?
  - What is the best way, for the person to obtain the skills needed i.e.; OJT, occupational skills training or other?
  - Can the position be obtained without subsidizing the employer?
2. 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. IEP documentation of a customer's appropriateness for OJT is required PRIOR to employer selection.
3. Factors used to select OJT as the most appropriate referral may include:
  - Participant's need for occupational training, customer's job readiness, match of referral to the customer's needs, interests and employment objectives; and
  - Capability of the customer to complete the training

### **III. Programming**

#### **A. Priority of Service**

In addition to the Assessment minimum required elements, the following policies and/or requirements established by the NEMO Workforce Investment Board shall be considered:

1. Veterans Priority of Service

Priority of service shall be given to those individuals with qualifying veterans' status in regards to *DWD Issuance 15-2009*

2. WIA Adult Priority of Service

Due to limited funding a Priority of Services has been implemented in the Northeast Region in addition to qualifying veteran status. Priority of services shall be given to WIA Adults as follows:

- ***First Priority** will be given to adults who are recipients of public assistance and other "low-income" individuals. Low income is defined Section 101 (25) of the Workforce Investment Act.*
- ***Second Priority** will be given to unemployed and/or employed individuals who are not recipients of public assistance or low-income individuals but are within 150% of the current poverty level as identified by the Department of Health and Human Services (HHS) or the Lower Living Standard Income Level Guidelines (LLSIL) whichever is higher, and possess multiple barriers to employment. Those possessing the higher number of barriers will be given preference for intensive and training services over those with fewer barriers. A request for wavier to serve individuals in the second priority level must be approved by the NEMO WIB prior to enrollment into intensive or training services.*

#### **B. Labor Market Information**

Labor market information should be a guiding principal when determining a customer's career goals and making decisions about OJT training sites. The goal of any training program is for the customer to obtain the knowledge, skills and abilities that will allow them to obtain employment, earning a self sufficient wage. Staff should provide the customer with the tools, knowledge and opportunities to obtain employment earning a self sufficient wage. An emphasis should be placed on jobs in high growth or emerging occupations with high wage potential. The Northeast Region has identified health care and manufacturing as targeted industries. Occupations in demand can be documented through several labor market resources available such as: MERIC, O'NET or employer identified job opportunities.

## **C. Compliance**

1. All customers will be served by the Missouri Career Center staff in compliance with *NEMO Workforce Investment Board Issuances*.
2. An OJT contract must be limited to the period of time required for a customer to become proficient in the occupation for which the training is being provided.
3. An OJT cannot be written for employees that have held previous or current employment with the employer requesting the OJT contract.

## **D. Reimbursement Amounts**

The Workforce Investment Act provides for reimbursement to the employer of up to 50% of the wage rate of the customers in On-the-Job training. Individuals in OJT shall be compensated at the same rates, including periodic increases, as trainees or employees who are similarly employed in similar occupations by the same employer; and, who have similar training, experience, and skills. Such rates shall be in accordance with applicable law, but in no event, less than the higher of the rate specified in Section 6 (a)(1) of the Fair Labor Standards Act of 1938 or the applicable state and local minimum wage.

## **E. Adults and Dislocated Workers**

OJT services may be made available to employed and unemployed adults and dislocated workers who:

1. Have met the eligibility requirements for Core and Intensive services and have received at least one intensive service as outlined in WIA section 663.240 and have been determined to be unable to obtain or retain employment through such services and
2. After an interview, evaluation or assessment and case management have been determined to be in need of training services and found to have the skills and qualifications to successfully complete the selected training program (WIA section 663.300) and
3. Will be provided a self-sufficient wage in accordance with the Northeast Region *Self Sufficiency definition*. and
4. Have selected a program of services directly linked to high growth or emerging occupations in the local area
5. The employer must have the intent to hire the individual upon the completion of the contract
6. The Individual Service Strategy must state the individual's career goal and the goal must be in an occupation in which the OJT contract is being developed. The Occupational code and wage for the OJT occupation should be entered on the ISS in Toolbox

## **F. Employed Worker (WIA)**

1. OJT agreements/contracts may be written for employed workers when:
  - (a) The employee is not earning a self sufficient wage as determined by local NEMO Workforce Investment Board policy; and
  - (b) The OJT relates to the introduction of new technologies, introduction to new production or service procedures, and
  - (c) Upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the NEMO Workforce Investment Board, and
  - (d) OJT is provided under a contract with an employer in the public, private non-profit, or private sector, and
  - (e) Through the OJT contract, training is provided for the WIA customer in exchange for the reimbursement of the wage rate to compensate for the employer's extraordinary costs, and
  - (f) An agreement/contract may not be entered into with an employer who has previously exhibited a pattern of failing to provide OJT customers with continued long-term employment with wages, benefits, and working conditions that are equal to those provided to the typical employees who have worked a similar length of time and are doing the same type for work

## **G. Incumbent Worker Training (Special Funds)**

The Northeast Region does not have an Incumbent Worker program.

## **H. Youth On The Job Training (WIA)**

1. OJT positions in most cases are not an appropriate work experience activity for youth customers under age 18. Local Title I Youth Program Operators may choose to use this service strategy for eligible youth, when it is appropriate, based on the needs identified by the objective assessment of an individual youth customer (WIA 664.460(d)). When considering OJT for youth under the age of 18 the following conditions must be met:
  - (a) Youth is an "Out-of-School" youth by definition
    - Definition - *Out-of-School Youth is defined as: – (A) An eligible youth who is a school dropout, or (B) who has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed or underemployed (WIA section 101 (33)). For reporting purposes this term includes all youth except: (i) those who are attending any school and have not received a secondary school diploma or its recognized equivalent, or (ii) those who are attending post-secondary school and are not basic skills deficient. (TEGL 17-05, Attachment B of the TEGL)*

- (b) Individual Service Strategy (ISS) must state youth's career goal and the goal must be in an occupation in which the OJT contract is being developed
  - (c) the occupation must be in the best interest of the individual
  - (d) the OJT will provide them with a self sufficient wage
  - (e) the employer must have the intent to hire the youth full time
2. All Out-of-School youth must be assessed for basic skills. All out-of-school youth determined to be deficient in basic skills will be encouraged to enroll and participate in activities to upgrade or increase their basic skills levels regardless if they possess a high school diploma or its equivalent.
  3. In cases where the OJT customer is a high school drop-out, the customer shall be encouraged to enroll in and attend classes leading to GED attainment. This may be waived by the Title I WIA Youth program operator for a limited interim time in cases where an appropriate course of study is not immediately available (i.e. summer months, school vacation periods, etc.)
  4. Those youth who are enrolled into an educational component at the date of participation or at any point during participation will be subject to the "Attainment of a Degree" or "Certificate" as it relates to Common Performance measures. Education refers to participation in secondary school, post-secondary school, adult education programs, or any other organized program of study leading to a degree or certificate.
  5. No funds shall be used to provide an activity for eligible youth who are not school dropouts if participation in the activity would interfere with or replace the regular academic requirements of the youth. (WIA sec 129 (c) (6)(C))
  6. For youth, OJT will be directed toward achieving three areas of competency. These areas are Basic Education, General Workplace Competencies, and Job Specific Skills.
  7. For youth, in addition to the Job Skills Evaluation, all customers shall have general workplace competencies evaluated once per month during the training program. General workplace competencies shall be documented on the Youth *General Workplace Competencies Evaluation*.
    - (a) The Contracting Agency will ensure that all customers develop and demonstrate general workplace competencies to include at a minimum:
      - customer's progress relative to any employment barriers identified earlier on the Individual Service Strategy.
      - customer's progress towards demonstrating basic work competencies to include: (to be evaluated by employer on Youth General Workplace Competencies Evaluation)

- (i) acceptable work habits i.e., attendance, punctuality, use of time, use of privileges and use of property;
  - (ii) acceptable work attitude to include cooperation, relationship to other employees, dependability, initiative and attitude towards directions and instruction;
  - (iii) acceptable work quality and quantity to include accuracy, knowledge of work, learning speed, application of instruction to work, and amount of work produced in terms of the particular job;
- Counseling Services to include:
    - (i) ensuring that customers and employers are adjusting to the training activity;
    - (ii) developing an atmosphere for customer/employer communication to provide a network for the resolution of problems;
    - (iii) assistance toward identifying and resolving any potential problems
  - Participants will be informed of their deficiencies in general workplace competencies after each review and counseling activity. Work competency results, observations and/or recommendations shall be documented and become a part of the customer's file.
8. When properly justified on the Individual Service Strategy (ISS) as a customer in need, the OJT may also be used in combination with Classroom Occupational Training and/or Tutoring, Study Skills Training and Instruction activities, when appropriate.
- (a) When a combination enrollment is warranted, OJT can provide tuition costs for classroom occupational training focused around job specific skills relate to the OJT. Allowable classroom occupational training would include courses to expand job specific skills, certification courses for job specific skills, and short-term courses.
  - (b) Supportive services may also be provided for up to one month to cover initial travel and childcare expenses until receipt of sufficient pay whereby there is a reasonable expectation that the customer could bear these costs him/herself. Extension for supportive services over the one month limitation can be requested through waiver by the Administrative Entity.

## **I. Apprenticesable Occupations**

Registered apprenticeships are formalized career training programs that offer a combination of structured On-the-Job training and related technical instruction to employees to train them in occupations that demand a high level of skill. Apprenticeship training standards are industry-driven; an industry or program sponsor determines the skill requirements needed to build and sustain a quality workforce.

Apprenticeships can last from one to six years (occupation dependent). During this time, apprentice employees work and learn under the direction of experienced journey

workers. Over time, apprentice employees are provided the diversity and complexity of training that leads to becoming highly skilled in their chosen occupations. As they gain skill, they are compensated through an increase in wages.

When training is proposed for apprenticeable occupations, the provider should, with the knowledge and approval of the employer, consult with the appropriate apprenticeship representative regarding the coupling of training with apprenticeship programs. The purpose is to provide individuals who receive OJT training with the opportunity to participate in a structured training program that lasts beyond the limits of the WIA OJT training, and provides for an incremental increase in wages.

Additional information regarding the apprenticeship programs can be found at [www.doleta.gov](http://www.doleta.gov).

## **IV. Employer Considerations and Contracting**

Not every employer willing to participate in the OJT program is necessarily appropriate to contract with for certain job positions, or in some cases for any job position. Missouri Career Center staff must gather information and gain a complete picture of the employer's situation and intentions prior to entering into any OJT contract situation. The Business Representative (Regional and Local) should be knowledgeable of the employers needs and provide assistance in identifying employers appropriate for OJT.

### **A. Employer Considerations**

- The NEMO Workforce Investment Board "*Employer Questionnaire*" must be complete to ensure required information has been gathered.
- The employer's responses on the "*Employer's Questionnaire*" will help Missouri Career Center staff determine if an OJT is appropriate for the job position and the employer. The employer questionnaire should be considered prior to contracting with an employer to determine the appropriateness of the OJT.

### **B. Selection of Appropriate Training**

Training should occur in high growth or emerging occupations appropriate to the customer's needs and which use occupations of high labor market demand (as evidenced by the most current labor market information) and that assure unsubsidized employment that allows the customer to earn a self sufficient wage. OJT training considered inappropriate to meet the goals of the program is:

1. Occupations in lower wage industries where prior skills or training is not a prerequisite for hiring
2. Occupations, which lead to relocation or establishments from one area to another, if the relocation results in any employee losing his or her job at the original location
3. Seasonal occupations
4. Occupations with substantial number of expenses and able workers who are presently unemployed
5. Occupations dependent on tips and/or commission to equal the minimum wage
6. Occupations with low paying, dead-end jobs
7. Occupations identified as Job Zone level 1, SVP 3 or below
8. Occupations that will not lead the customer to earn a self sufficient wage

### **C. Reverse Referrals**

It is the NEMO Workforce Investment Board's policy to accept reverse referrals provided the referrals meet the following criteria:

1. Participant's eligibility must be determined prior to employment; no pre-hires or period of employment prior to development of an OJT contract and customer training plan are acceptable; and
2. When an employer refers a potential customer to the Missouri Career Center prior to hiring, the Missouri Career Center staff must utilize normal eligibility assessment and enrollment procedures.

### **D. Employer Performance (WIA sec 663.700)**

OJT is provided under a contract with an employer in the public, private non-profit, or private sector. The Missouri Career Center staff must not contract with an employer who has previously exhibited a pattern of failing to provide OJT customers 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.

#### **1. Documentation of Employer Performance**

Prior to writing subsequent OJT agreements/contracts with an employer, the Missouri Career Center staff must obtain written documentation that the employer has not exhibited a pattern of failing to provide On-the-Job training customers with continued long-term employment, after completion of subsidized employment. The "*employer questionnaire*" may be used to document the employer's status with failing to provide On-the-Job training customers with continued long term employment.

#### **2. Employer Performance Criteria**

The NEMO Workforce Investment Board and/or their subcontractors may not re-contract with OJT employers who in two or more previous agreements/contracts which were active within the preceding 18 months failed to:

- a) Hire at least 75% of the customers trained (excluding those who voluntarily resigned, were terminated for cause in accordance with the employer's personnel practices or released due to unforeseen business reversals); and
- b) Provide continued long-term employment for those who are retained (6 months or longer upon completion of contract) with wages, benefits (including scheduled pay increases and health insurance), and
- c) Working conditions to customers 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. Violation of Retention

Employers who violate the retention elements as listed above are considered to be in violation of WIA and may not be considered for contract for a period of 12 months from the ending date of their last contract. The employer may then be reconsidered by the Northeast Region for participation in the program if they can demonstrate they have taken appropriate corrective action to be in compliance with WIA.

#### **E. Relocation of Jobs** (WIA 667.268)

WIA funds may not be used or proposed to be used for the encouragement or inducement of a business, or part of a business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location.

For 120 days after the commencement or the expansion of commercial operations of a relocating establishment, no funds provided under this Act shall be used for On-the-Job training or company-specific assessment of job applicants or employees, for any relocating establishment or part thereof which results in loss of employment for any employee of such establishment at the original location.

The NEMO Workforce Investment Board standardized Employer Questionnaire shall be used to verify that a new or expanding establishment is not relocating employment from another area. Approval for granting an OJT contract with a new or expanding business must be given by the NEMO WIB prior to awarding a contract.

#### **F. Layoffs/Displacement** (WIA sec 667.270)

OJT agreements/contracts will not be entered into with a company that has given notice of layoff nor has any individual on layoff from the same or any substantially equivalent job. In addition, the employer must not have terminated any regular employee or otherwise reduced its workforce with the intention of filling the vacancy with an OJT customer.

The prohibition against contracting with employers who have displaced any of their current employees includes partial displacement such as a reduction of current employees regular (not-overtime) hours of work, reduction in wages or employment benefits.

#### **G. Ratio of OJT Positions to Overall Employees**

Businesses should have their own program for employee development, and should not be overly reliant on OJT or other federal or state funded programs. In the Northeast Region, the ratio of OJT positions to overall employees shall not exceed one out of four (1 in 4) unless an approved "*Request for Waiver*") has been approved by the NEMO Workforce Investment Board prior to enrollment.

## **H. Employment Agencies**

Agreements/contracts may not be entered into with temporary or intermittent employment or employment in an occupation for a fee.

## **I. Affirmative Action\EEOC (WIA sec 667.275)**

The employer must have a positive record with regards to affirmative action and equal employment opportunity.

## **J. Work Environment (WIA sec 667.274)**

The work environment of the employer should be in compliance with factors relating with safety and health issues, and there should be adequate supervisory and training staff available.

## **K. Collective Bargaining Agent (WIA sec 667.270)**

If there is a collective bargaining agent in place with the employer, Missouri Career Center staff should take measures to ensure that the proposed OJT training is consistent with collective bargaining agreements. A “Request of Union Concurrence” should be completed and sent to the Union Representative prior to placing the individual with the OJT employer. (*Request for Union Occurrence*)

## **L. Turnover Rate**

Agreements/contracts will not be entered into with employers for positions that have a consistent high turnover rate, unless documentation of extraordinary circumstances surrounding the turnover rate is obtained.

## **M. Financial Stability**

Agreements/contracts will not be entered into with any business that appears to be financially unstable. The “*Employer questionnaire*” should be completed by the employer and Missouri Career Center staff should assess the businesses financial stability.

## **N. Employer Dispute**

To resolve any dispute regarding agreement/contract issues the OJT Employer will notify the NEMO Workforce Investment Board in writing. The NEMO Workforce Investment Board will respond within ten (10) working days of receipt of the written notification. If contested, this disposition may be appealed under the appropriate *DWD Complaint and Grievance Procedures*.

## **O. Contract Modifications**

This agreement/contract may be modified by agreement of both parties. Modification to the agreement/contract will generally be to increase training pay rate or increase/decrease training length.

**P. Sectarian Activities** (WIA sec 667.266)

WIA Title I financial assistance may not be spent on the employment or training of customers in sectarian activities.

**Q. E-Verify** – Functional Leaders must affirm the employer’s enrollment and participation in the E-Verify federal work authorization program prior to an agreement to an OJT contract or pre-contract.

**R. Nepotism** – OJT cannot be used to hire a relative (by blood, marriage or adoption) or a relative of the employer’s administrative staff.

## **V. JOB SELECTION STANDARDS**

Following are guidelines and/or requirements Missouri Career Center staff are to follow in selecting a job or occupation suitable for OJT:

1. The job must require specific occupational training which can be learned while engaged in productive work.
2. Occupations with Job Zone 1 (SVP level below 3 or below) would not be appropriate in most situations; however, Job Zone 2 (SVP level 4 or more) shall be appropriate for OJT funding.
3. The job must be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience and skills. The pay must be no less than the highest of the minimum wage prescribed under the section 6(a)(1) of the Fair Labor Standards Act, or applicable state or local minimum wage laws. (WIA sec 667.272)
4. The job, and its career ladder, must be a logical step in achieving the occupational objectives outlined in the customer's ISS/IEP.
5. Staff should ensure that Equal Opportunity is provided in all services without regard to race, sex, color, religion, national origin, age, disability, citizenship (applies to beneficiaries only), or participation in program activities.
6. OJT positions are encouraged in new/emerging and higher skill occupations appropriate to the customer's needs that lead to self sufficiency by local definition.
7. OJT positions must be developed in high growth/high demand occupations in need of workers within the local economy.
8. WIA funds may not be spent on the employment or training of customers in sectarian activities. (WIA sec 667.266)
9. The OJT position may not be for the same or comparable job as a customer has previously held at their current or previous employers.
10. The OJT position must include a formal, written program of structured job training that will provide customers with an orderly combination of instruction in work maturity skills, general employment competencies and occupationally specific skills.
11. The OJT position must have career advancement potential.
12. Should staff determine an OJT is inappropriate other options should be considered and appropriate referrals made.
13. OJT Agreements/contracts may be written for employed workers when the employee is not earning a self-sufficient wage as determined by the NEMO Workforce Investment Board *Self Sufficiency Definition*. Positions must relate to the following criteria:
  - Introduction of new technologies or

- Introduction to new production or service procedures, and
- Upgrading to new jobs that require additional skills, and
- Provide for a wage that allows self sufficiency

## **VI. CONTRACT NEGOTIATIONS**

### **A. Training Length Consideration**

#### **1. O'NET**

Specific Vocational Preparation (SVP) is to be used as a measure for the required level of specific occupational training and experience time. The different levels of SVP have been incorporated with Occupational Information Network (O\*NET) Career Exploration tools. The O\*NET utilizes the Standard Occupational Codes (SOC) classification system as the occupational coding system. O\*NET codes have been divided into groups called Occupational Units (OU). The Occupational Units (OU) have been further grouped into Job Zones which define the amount of education and occupational preparation necessary to exhibit an average performance for a job. These Job Zones are coordinated with the OU groupings and then attached to an SVP level. O\*NET can be accessed through the internet at <http://online.onetcenter.org>.

#### **2. Job Zone**

The SVP/Job Zone system will be used in the Northeast Region as identified in the O\*NET system to establish the maximum length of training for a given occupation:

- a) Obtain a written job description from the employer. A job description is utilized to identify the tasks to be performed, tools to be used and skills necessary to perform the job. If none exists, write one based on the employer's verbal job description. O'Net job descriptions can be used to assist in drafting job descriptions but job descriptions should be individualized to each job.  
\* Note: Assisting the employer create a job description is a value added service to the employer.
- b) Locate the title of the occupation in the O\*NET system and identify the occupations 8 digit occupational code that most closely matches the employer's job description.
- c) Using the O\*NET occupational title identify the Job Zone for the occupational title.
- d) Using the Chart below determine the maximum allowable training length for the occupation.

# Job Zone/SVP Training Time Conversion Chart

<u>Job Zone Level</u>	<u>SVP Range</u>	<u>Maximum Training Allowed</u>	<u>Preparation</u>
Job Zone 1	SVP Range Below 4.0	Allowed with Waiver only	Need little or no preparation
Job Zone 2	SVP Range 4.0 to <6.0	800 Hours	Need some preparation
Job Zone 3	SVP Range 6.0 to <7.0	920 Hours	Need medium preparation
Job Zone 4	SVP Range 7.0 to <8.0	1040 Hours	Need considerable preparation
Job Zone 5	SVP Range 8.0 and above	1040 Hours	Need extensive preparation

### 3. Minimum Job Zone

- a) Occupations with Job Zone of 1 (SVP 3 or below) would not be appropriate in most situations but may be considered under special circumstances with prior approval from the NEMO Workforce Investment Board.
- b) Job Zone 2 (SVP levels of 4 or more) shall be appropriate for OJT funding.

### B. Consideration for Contract Negotiations

In determining the appropriate length of the contract, consideration should be given to:

- the skills requirements of the occupation
- the academic and occupational skills level of the customer
- prior work experience and
- the customers IEP/ISS

Once the maximum length of training time is established, the Missouri Career Center staff will identify the skills needed to perform the job that the customer is lacking. And estimate the length of training needed to learn those skills. When calculating the skills needed consideration should be given to: prior related experience, prior related education, characteristics of the customer and/or employers request as identified in the IEP/ISS.

### C. Minimum/Maximum Training Hours To Be Paid

1. The minimum length of training in the Northeast Region for OJT shall not be less than 160 hours.

2. Regardless of the amount of training time established based on the SVP/O\*NET Job Zones and subsequent reductions in training length, an employer may only be reimbursed for up to a maximum of nine (9) consecutive months of training or 1040 hours, whichever is arrived at first.

## **VII. Contract and Training Plans**

After determination of the position in which the customer 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 customers with an orderly combination of instruction in work maturity skills, general employment competencies and occupational specific skills that will enable the customer to work toward self-sufficiency.

An OJT must be limited to the period of time required for a customer 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 skills level of the customer, prior work experience and the customer's IEP.

### **A. Fair Labor Standards**

Participants in an OJT program shall be compensated at the same rates (including periodic increases) as trainees or employees who are similarly employed in like occupations by the same employer and who have similar training, experience and skills. Such rates will be in accordance with applicable law, but in no event less than the higher of the rate specified in Section 6(a)(1) of the Fair Labor Standards Act or the applicable state or local minimum wage.

### **B. Contract/Training Plan Elements**

The *OJT Training Contract* or the *OJT Training Plan* for Title I WIA Adult, Dislocated Worker and Youth shall include:

- (a) Number of customers to be trained in each occupation
- (b) Name of customer
- (c) Social Security Number
- (d) Occupation
- (e) O\*NET Code
- (f) SVP Level
- (g) Actual starting and targeted ending dates of training
- (h) Number of hours per week trainee will work
- (i) Initial wage rate and scheduled raises (if any)
- (j) OJT reimbursement dollar amount and the reimbursement percentage

- (k) Contract negotiations -method used to determine Maximum OJT obligations amount (Training Plan)
- (l) Name or job title of person responsible for training
- (m) Use of O\*NET and/or company job description or training outline that reflects what the customer will learn
- (n) List of specific skills or tasks the employer agrees to provide to the customer
- (o) List tasks focusing on job duties and tasks involved in the work activity
- (p) Use O\*NET and/or company job description as a basis to begin listing skills or tasks to the extent they are accurate
- (q) Length of overall training in hours, and portions there of, per task/skill (or skill cluster)
- (r) List any other separate training that may be provided
- (s) An outline of any other separate classroom training that may be provided by the employer; and employer for reimbursement under the OJT contract
- (t) Keep each skill description concise and comprehensive
- (u) Keep individual tasks measurable and observable
- (v) Signature of trainee and date
- (w) Signature of employer/trainer and date
- (x) Verification employer is registered with E-Verify
- (y) List programs providing assistance with training such as Customized Training

### **C. Summary of Negotiations**

1. Missouri Career Center staff shall use the standardized Northeast Missouri Workforce Investment Board Training Contract (*Contract Negotiations*) to document how the length of training was established for every individual trained through OJT. Once the training length is determined it shall be documented on the customer's Training Plan (which is part of the contract). When completing the Contract Negotiations portion of the agreement/contract the following questions should be addressed:
  - (a) Training Length Determination/Comments –
    - What factors were considered in determining the appropriate training length? Add any additional comments which are felt to be necessary.
    - Additional Methods of Training - Describe any other methods of training, if applicable.
2. Authorized signature for agency - Authorized Signature for Agency (located on both the *OJT Contract*) shall not be the agency representative that negotiated the contract. Authorized Signature shall be an agency administrative representative

responsible for approving contract negotiations conducted by personnel.

#### **D. Employer Orientation**

An *Employer Orientation* must be completed with each employer and/or employer representative and will discuss at a minimum the contract provisions and training plans. A case note will be entered on the employer's record in Toolbox of pertinent information about the OJT and a notation that the employer has received an OJT orientation.

#### **E. General Assurances**

All OJT employers shall adhere to the *General Assurances*. Employers are informed of these assurances at the contracting stage and they are to be reinforced throughout the employer orientation process. The General Assurances are part of the contract.

#### **F. Modification to Agreements/contracts**

1. A contract modification can be written to increase or decrease a contract at any time during the duration of the contract or to extend the contract ending date.
2. A separate contract form shall be used for modifications (utilizing the same contract number) and clearly marked as "Modification" in the upper right corner. All appropriate documentation pertaining to the justification for the contract modification must be present in the OJT customer's file.
3. As in the original contract, the authorized signature for agency must be administrative personnel and not the agency staff person directly working with the employer.

### **VIII. Invoicing/Payments to Employer**

Employers are required to be registered with E-Verify and process all employees through this system in accordance with the State of Missouri regulations. The employer must provide an affidavit of work authorization affirming the company's enrollment and participation in the E-Verify federal work authorization program utilizing the standardized "Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization" form as provided by DWD. The affidavit must be signed, notarized and retained in the customers file.

Payments to employers for OJT shall be in compliance with program guidelines. Functional Leaders and Missouri Career Center staff must ensure that payments to employers are in compensation for the extraordinary costs associated with training customers and in compensation for the costs associated with the lower productivity of such customers. Functional Leader and employers must establish record keeping and record retention systems which assure that employer records adequately support OJT Invoices.

OJT employers will only be reimbursed through the *OJT invoice system (timesheet)* which clearly documents the number of hours worked each day by the customer, total hours worked per week, total reimbursable hours per week and rate of pay for the time period.

The number of hours to be reimbursed shall not exceed 40 hours per week.

All *OJT Invoices* must be signed by the employer and customer OR only the employer's signature is required if accompanying documentation (timesheets/time cards) is signed by the customer and reconciled to the invoice. Employers must establish a record keeping and record retention system that assures the employer's records adequately support OJT invoices.

Payments to employers must be based on scheduled raises and regular pay increases, if they occur as identified in the contract. Payments to employers cannot be made on overtime hours, shift differential, premium pay, other non-regular wages paid by the employer or periods of time in which no training occurs (illness, holidays, plant downtime or other events).

Each OJT employer shall supply file documentation outlined below with each reimbursement request (OJT Invoice). All information on documents related to the invoice must support the invoice information.

1. A copy of the timesheet or timecard showing daily hours worked which must be signed by both the employee and the immediate supervisor.
2. A copy of the payroll register, pay record, or check stub which shows computation of the gross wages and net wages paid. Note: Computation must agree to hours worked required in bullet above.
3. A copy of the cancelled check may be, but is not required to be, submitted.

Employers may not pay OJT customers in cash.

## **IX. Monitoring**

Monitoring is the responsibility of the Functional Leader (the duty may be assigned to another designated Missouri Career Center staff). The monitoring will include customer training and corresponding employer payroll records. On site monitoring of OJT employers to verify compliance and ensure validity and propriety of the reimbursement amounts claimed is required at a minimum of once during the contract.

The monitoring shall occur midway through the training contract. All employers will be required by contract to maintain their own internal supporting documentation in accordance with contractual record retention requirements.

### **A. Monitoring Conducted By Functional Leader**

The Functional Leader shall comply with monitoring and documentation requirements as outlined in DWD Issuance 02-2001, Change 1 and the NEMO Workforce Investment Board Sub-state monitoring plan or any subsequent issuance.

#### **1. Monitoring within the Northeast Region**

- (a) Certification by employer that employee was not employed prior to the beginning of the OJT contract. (Applicable to first reimbursement request for each OJT employee only.)
- (b) A copy of the payroll register, pay record, or check stub which shows hours worked and rate of pay. (To be submitted with each invoice.)
- (c) Prior to making payments, each OJT contract with an employer, whether written for each individual OJT Trainee or as a contract for multiple OJT Trainees, shall be monitored on site.

The Program Operator shall randomly select a sample of OJT customers for monitoring. For agreements/contracts with four (4) or less customers 100% must be monitored. For agreements/contracts with five (5) to ten (10) customers, 50% must be sampled. For agreements/contracts with ten (10) or more customers, 25% must be sampled for monitoring.

- (d) The monitoring shall, at a minimum, include verification of the following:
  - Time and attendance record used to prepare payroll of employer
  - A copy of payroll register, pay record, or check stub that sets out hours worked and rate of pay
  - The employer personnel action, which shows official date of hire, if such a form is used by the employer, or another form that could closely verify employment date. (Example: I-9 form; W-4 Form or MO W-4)

- W-4 Federal forms and I-9 forms can be accessed through the internet at [www.irs.gov](http://www.irs.gov). State of Missouri W-4 forms can be accessed on line at

<http://www.dor.mo.gov/tax/business/withhold/forms/>.

- (e) Documentation of monitoring shall include:
- NEMO WIB standardized OJT monitoring
  - Evidence that any discrepancies noted were either sufficiently explained and/or repaid, if appropriate.
- (f) The NEMO Workforce Investment Board requires that additional monitoring be conducted at least once during the contract period. The required elements are meant to identify areas of concern regarding employee training, as well as documentation of successful training. Any problems noted concerning the training of the OJT trainee should be dealt with as they arise, so that immediate corrective action may be taken. The interviews should be conducted using the standardized NEMO Workforce Investment Board OJT Monitoring forms.

## **2. Monitoring Records Outside the Northeast Region**

For OJT trainees whose payroll records are located outside the Northeast Region, the requirements listed below shall apply. The Program Operator shall conduct the review noted below before making payments instead of the procedures outlined in Section A.

- a) All documentation as required in Section A.1. of this part shall be submitted to the Program Operator.
- b) Conduct a "desk audit" of all documentation submitted by the employer, including normal mathematical computations and comparison of endorsements, if any, to customer's file.
- c) If possible, at least once during the customer's training, a face-to-face interview should be conducted with the employer and employee to verify the hourly wage, approximately how many hours were worked during the pay period, the start date at the company and to confirm that the customer is being paid in accordance with the contract.
- d) The Functional Leader or designated Missouri Career Center Staff conducting the interview as mentioned above (in #2C) shall prepare a written report using the Northeast Missouri Workforce Investment Board standardized monitoring forms; OJT *Monitoring* and shall note the time, place and information used to verify the OJT reimbursements.

## **B. NEMO Workforce Investment Board Monitoring Oversight**

Monitoring of OJT programs is part of the NEMO Workforce Investment Board's official oversight responsibility. The NEMO Workforce Investment Board will conduct a sub-state monitoring of programs as outlined in NEMO WIB Sub-state monitoring plan. A minimum of 10% of OJT employers who have contracted

with the program operator will be monitored. OJT employer's payroll and training system records will be monitored to ensure on-going integrity and compliance with WIB standards.

## **1. Monitoring Requirements**

Programmatic and contractual compliance is structured to include, but not necessarily limited to, the following:

- (a) Require the subcontractor to implement the system as outlined in the Northeast Workforce Investment Board OJT Operating Guidelines Manual for OJT programs funded under the Workforce Investment Act (WIA) and the Career Assistance Program.
- (b) Monitor OJT subcontractors at least annually as required by the Financial Manual and in compliance with the NEMO Workforce Investment Board's Sub-state Monitoring Plan including a review of the subcontractor's implementation of the system required.
- (c) Prepare a written report on all monitoring activities and require explanation and/or repayment for any deficiencies noted.
- (d) All corrective action plans provided by the Functional Leader dealing with monitoring findings shall be submitted to the Monitoring/Continuous Improvement Committee and approved by the WIB board.

## **2. Monitoring Content for OJT Files**

When monitoring OJT customer files, OJT agreements/contracts will be reviewed for:

- (a) Compliance with state and federal guidelines
- (b) Appropriateness of training
- (c) Reasonableness of training time
- (d) Specificity of description of skills, and
- (e) Appropriate signatures on documents outlined in this OJT Operating Guidelines
- (f) Updated Individual Employment Plans/Individual Service Strategies
- (g) Regular contact with the customer and service notes posted
- (h) Completeness, including training plan and assurances

## **3. Reporting**

Functional Leaders are required to report all OJT fiscal expenditures on the

monthly program expenditure report (CPR). Program compliance will be reviewed and included as part of the sub-state monitoring report.

## **X. Marketing**

The marketing and outreach of the OJTs will be the responsibility of all staff in the Missouri Career Centers. The Business Service team will primarily be responsible for marketing and conducting outreach to the business customers. The Skills and Employment teams will primarily be responsible for marketing OJTs to the job seekers. Communication between these teams will be necessary to avoid duplication of efforts and services. The Business Services team will coordinate with the employment team and/or skills team to identify customers that can meet the employer's needs.

At a minimum marketing includes but is not limited to: presentations to chambers, clubs, community organizations; letters; public service announcements; press releases; flyers; face to face contacts; networking; civic organizations and job fairs.

### **A. Marketing Strategies**

Marketing strategies will include:

- Research companies before contact noting previous labor needs.
- Target high growth, high wage jobs
- Educate employers about how On-the-Job (OJT training can enhance their business, cut waste, help train employees, reduce turnover and increase profits
- Project company savings by utilizing the OJT program
- Presentations at local chamber, rotary clubs, Job Fairs or meeting where business customers

In the Northeast Region the primary responsibility of the Business Services team but will be shared by all will be the primary team responsible for marketing On the Job training services to the business customers.