

Scope of Work On-the-Job Training

NEMO Workforce Investment Board

On-the-Job Training is defined as: “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 up to 50% of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; and is limited in duration as appropriate to the occupation for which the 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.”

I. Program Standards

- A. On-the-Job Training in the Northeast Region area shall be conducted using the general principals as stated in the NEMO Workforce Investment Board’s Operating Guidelines for OJT.
- B. The On-the-Job Training structure may provide for training that will upgrade an individual’s skills. This training will be for individuals determined eligible for WIA Adults and Dislocated Worker Programs who are unemployed or employed but who are working at less than their skill potential and who have minimal or no advance opportunities in the employer normal promotional line. An individual cannot be placed in OJT activities for an employer that they currently or have previously held employment.
- C. Employers may be reimbursed a portion of the employee’s wages to recover the extraordinary costs associated with training customers and in compensation for the costs associated with the lower productivity of such participants. This amount shall not exceed 50% of the individual’s wages.
- D. Participants shall be covered by Workers Compensation or a comparable medical and accident insurance.
- E. Participants enrolled in the On-the-Job Training Program component will be tested and interviewed to ascertain the individuals need for services not available through this program, and maximum effort will be made to utilize other agencies and program services to achieve the participant’s goals.
- F. The On-the-Job Training Program will be directed toward achieving three areas of competency which are: work maturity skills, general employment competencies and specific occupational skills.
- G. The O*NET Occupational Information Network System and SVP levels shall be utilized to establish maximum training lengths under On-the-Job Training (see Contract Negotiations - NEMO Workforce Investment Board Operating Guidelines for OJT).
- H. In no case shall the training time exceed the greater of nine months.

II. Customer Services

A. Enrollment

1. The Skills Team will only enroll applicants in the On-the-Job Training Program who have been certified as WIA Adult or Dislocated Worker eligible and who through a comprehensive assessment and Individual Employment Plan indicate appropriateness for the OJT Program.
2. The priority of order for the Title I WIA Adult Program as identified in the NEMO Workforce Investment Board Local Plan will be followed.
3. The Toolbox standardized Individual Employment Plan (IEP) will be utilized to identify customer needs for services, identify additional services and/or training needs and plans to overcome the identified barriers to employment. Customer shall receive a copy of updates to the Individual Employment Plan (IEP).
4. The Toolbox Case Management System will be utilized for identifying WIA enrollments, tracking services and activities, and tracking the progress of the customer in the Workforce System.
5. When properly justified on the Individual Employment Plan (IEP) as a customer need, the On-the-Job Training activity may also be used in combination with Classroom Occupational Training and/or basic skills training. Wage reimbursements for On-the-Job Training may only occur for occupational training activities on the job, and cannot include wage reimbursements for classroom training.
6. The Skills Team will only enroll customers in an On-the-Job Training activity in occupations determined to be in demand within the Northeast Region or an area in which they are willing to relocate.
7. Program customers enrolled into an On-the-Job Training activity will be provided the Missouri Workforce Investment Act Complaint and Grievance procedures, if not presented during intake.
8. Customers will be provided an orientation upon enrollment into OJT activities specific to the program in which they are enrolled. This will include, but not be limited to the following:
 - A. Description, purpose, conditions and standards for the OJT Program
 - B. Copy of the Training Plan describing job duties, pay provisions, and length of training
 - C. Types of services and training available
 - D. Intake and assessment phase to include:
 1. Eligibility process
 2. Complaint and grievance procedures, assessment instruments
 3. Individual Employment Plan/Individual Service Strategy
 - E. Program characteristics to include:
 1. Employer contract
 2. OJT Invoice
 3. Counseling visits
 4. Follow-up services
 5. Customer responsibilities

- F. Employment information to include:
 - 1. Working hours
 - 2. Training/indirect supervisors name
 - 3. Counselor name and telephone number
 - 9. All participants will be provided an orientation which outlines their responsibilities, work hours, and employer expectations.
 - 10. The Skills Team will ensure that the OJT worksite assignment is consistent with the customer's interests, abilities, and aptitudes as indicated on the IEP.
 - 11. The Skills Team/Local Business Service staff will ensure that employers are provided with an orientation to On-the-Job Training customers relative to the rules, standard practices, and requirements of the job.
 - 12. The Skills Team/Local Business Service Team will ensure that employers are familiar with the requirements of the employer's assurances and that they receive a copy of these.
 - 13. The Skills Team will ensure that all updates and required information such as WIA activity, IEP activity and service notes are entered into the Toolbox System in real time.
- B. Counseling and Support Services
- 1. All Career Center staff will ensure that throughout the customer's involvement with the NEMO Workforce Investment Board funded programs, services are provided which lead to the customer obtaining employment that meets the definition of self sufficiency.
 - 2. Planned and actual services shall be documented on the Individual Employment Plan and retained in the customers file. The customer's progress shall be documented through services notes in the Toolbox Case Management System.
 - 3. Support services may be provided to cover initial travel and child care expenses until receipt of sufficient pay whereby, there is a reasonable expectation that the customer could bear these costs him/her self. Care should be taken to ensure that assistance provided is coordinated with all other sources.
 - 4. Any additional training costs such as essential tools, materials and equipment necessary to enable the participant to enter training for a specific occupation, are allowable at the discretion of the Functional Leader through support services.
 - 5. The Skills Team will provide counseling services, at a minimum, monthly during the customer's actual participation in an OJT activity. The primary focus of counseling will be to assess each customer's progress relative to his/her planned training program. Documentation of the dates and subject of counseling contacts will be documented in Toolbox service notes.
 - 6. All customers shall have job specific competencies evaluated, at a minimum, twice during the training program. Job specific competencies shall be documented on the "Job Skills Evaluation". Employers shall rate job specific areas as satisfactory or unsatisfactory. The first evaluation can be used as a basis for determining the customers anticipated progress during final evaluation of job specific skills. Skills Team staff will discuss the results of the assessment with the employer and the customer. Customers will be informed of any deficiencies, and recommendations in overcoming identified barriers will be made by Career Center staff. Results of the assessment will become a part of the customer's file.

7. The Skills Team/Local Business Service staff will ensure that all participants develop and demonstrate basic work competencies to include as a minimum:
 - A. Participant's progress relative to any employment barriers identified earlier on the Individual Employment Plan.
 - B. Participants progress towards demonstrating basic work competencies to include:
 1. Acceptable work habits i.e., attendance, punctuality, use of time, use of privileges, and use of property; acceptable work attitude to include cooperation, relationship to other employees, dependability, initiative and attitude toward directions and instruction
 2. Acceptable work quality and quantity to include accuracy, knowledge of work, learning speed, application to instruction to work, and amount of work produced in terms of the particular job
 - C. Counseling Service should also include:
 1. Ensuring that customers and employers are adjusting to the training activity
 2. Developing an atmosphere for participant/employer communication to provide a network for the resolution of problems
 3. Assistance toward identifying and resolving any potential problems

C. Transitional Services

1. Follow up services are available based upon the customer's needs.
2. It is assumed the employer will retain the customer after fulfilling the contract time. In the event the customer is not retained by the OJT employer, the Career Center staff will provide placement/transitional services leading to unsubsidized employment which will provide for self sufficiency for each individual who does not complete training or who does not obtain unsubsidized employment upon completion of his/her training. These services will include but not be limited to the following:
 - A. Frequent contact with employers in order to identify job openings and to promote the hiring of the customer
 - B. Coordinating with other agencies that may have information about available jobs in the area
 - C. Referrals to other available activities and services based on the counselor's assessment
 - D. Assistance with job search efforts to include an update to the customer's MissouriCareerSource.com registration

III. Worksite Training and Job Development

A. Recruitment and selection of Worksites

1. The Regional Business Representative along with assistance from the Functional Leaders and Local Business Team members agrees to develop an effective marketing strategy for their On-the-Job Training Program. Information will be gathered regarding employer's present and future employment and training needs. Employers shall demonstrate stability and the ability to train potential WIA customers. See Employers Considerations and Contracting Section of the NEMO Workforce Investment Board Operating Guidelines for OJT. Sufficient job development will be done to ensure the customer's success and to ensure all segments of the population are served at or above performance rates.

B. Contract Provision, Negotiations and Completion

1. The Skills team will utilize the standard OJT contract format provided by the Division of Workforce Development.
2. All On-the-Job Training Contracts shall be customized to meet both the needs of the employer and to overcome the customers identified barriers.
3. The Pre-Award Review form will be utilized to ensure that the OJT employer has not caused displacement of workers due to relocation, or that the relocated business or part of a business has been in operation for at least 120 days.
4. The OJT Employer Contract and Memorandum of Record (contract negotiations) will be part of the contract. Authorized Signature shall be the Functional Leader or the WIA Representative responsible for approving contracts negotiated by personnel.
5. The length of training for OJT Contracts will be established in accordance with the appropriate O'Net and SVP system. (See Contracting Section of the NEMO Workforce Investment Board Operating Guidelines.)
 - A. The length of training time shall not exceed the greater of nine months or 1040 hours.
6. Applicable work experience and/or education negotiating the length of training will be conducted utilizing the Memorandum of Record (contract negotiations) based on several factors. (See contract Negotiations Section of the NEMO Workforce Investment Board Operating Guidelines for OJT.)
7. A detailed customer training plan shall be developed between the contracting agency and the training employer to include at least six (6) core competencies written in a competency statement structure. A copy of the training plan shall be maintained in the customer's file.
8. In cases where a customer is enrolled in combination training and the employer is paying wages for the time the participant spends in classroom occupation or basic skills training, the employer cannot be reimbursed for hours spent in classroom training.
 - A. Time spent in classroom or basic skills education training shall be excluded in the time calculations of the 1040 hours. The maximum time will continue to be limited to 9 months.
9. Employers wishing to participate in On-the-Job training must provide proper documentation that they have registered with E-verify and a copy of the Affidavit of Work Authorization that has been signed by the employer and notarized will be maintained in the customer record.

C. Employer Orientation

1. The standard OJT Employer Orientation will be utilized as provided by the Administrative Entity. The Employer Orientation includes the following:
 - A. Purpose and objective of the OJT program
 - B. Employers responsibility relative to bookkeeping requirements, payroll and attendance records, monitoring/submission of records, debt repayment policy, business licensing and taxation requirements
 - C. Participant eligibility criteria

- D. WIA regulations to include Workmen's Compensation, nepotism, maintenance of effort fairness doctrine and general assurances of the OJT contract
- E. Participant training plan
- F. Grievance Procedures
- G. Employer Orientation to participants
- H. Key contact person

V. Administrative and Management

A. Program Operational Provisions

1. All OJT Customer files shall contain:
 - A. Support documentation of eligibility
 - B. Signed Individual Employment Plan/Individual Service Strategy
 - C. Pre-Contracting Questionnaire (if applicable)
 - D. OJT Employer Contract that includes Memorandum of Record (Negotiations)
 - E. Job Skills evaluation
 - F. OJT invoices
 - G. Supporting documentation for OJT invoice reimbursements
 - H. Union Concurrence (if applicable)
 - I. Waiver (s) (if applicable)
 - J. OJT monitoring Instruments
- B. The Skills Team staff will ensure that customers and employers sign and receive a copy of the OJT Employer contract (Job Training Plan) describing training activities and conditions of employment. A signed copy shall be placed in the customers file.
- C. Wages paid to OJT enrollees will be at least equal to minimum wage rate. Employer costs for fringe benefits, employer paid holidays, sick leave, annual, or other leave are not reimbursable. Employers will only be reimbursed *while the customer is engaged in productive work*.
- D. Missouri Career Center staff will ensure all scheduled pay increases are identified upon completion of the Job Training Plan of the OJT Contract and that the rate of reimbursement is adjusted accordingly. The rate of reimbursement will not exceed the previously agreed upon percentage.
- E. All customers will be paid at the same rate as other employees in the same job class.
- F. The Skills Team staff will ensure that reimbursable hours per participant will not exceed 40 hours per week.
- G. The standard OJT Invoice will be utilized as provided by the NEMO Workforce Investment Board. Employers shall be provided with the invoice to be filled out indicating the participant's hours worked each calendar day. The invoice is to be verified and signed by the customer and the employer or the employer's authorized representative.
- H. The Skills Team staff shall monitor employers' attendance and payroll records regarding their OJT employees monthly (prior to any employer reimbursement). This shall verify the accuracy

of the OJT reimbursement invoice. Immediate steps shall be taken to clarify and rectify any discrepancies that are found.

- I. No customer may be assigned to or remain working in any position affected by a labor dispute or work stoppage.
- J. The Skills Team/Local Business Service Team will obtain written concurrence from the appropriate bargaining agency where a collective bargaining agreement exists with any OJT training site prior to the beginning of the OJT contract. The concurrence indicates that the union has been consulted and agrees with the proposed work project. If the union does not respond to the request for concurrence within 30 days, the program may proceed.