



TITLE: On-the-Job Training Procedures # 5130P

Type: Program Procedure

Date Established: 07/01/2016

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Status: Final

Supersedes: WIOA Procedures in Policy # 580R3

Procedure

Potential OJT participants (Adult/Dislocated Workers or eligible Youth) must have received the documented assessment that results in the development of the applicable Individual Employment Plan (IEP) or Individual Service Strategy (ISS) which documents the participant has the interest, aptitude and skills to meet the specific employer's OJT requirements.

WIOA Program Staffs must maintain the OJT contract with original signatures in the participant file along with copies of timesheets and any additional documentation that relates to the OJT.

OJT contracts must ensure that the OJT Employee is provided a structured training opportunity in which to gain the knowledge and competencies required by the OJT Employer for continued employment in the occupation he/she is being trained.

WIOA Program Staffs must be cautious in writing OJT contracts in the public sector where the participant is on a register. The WIOA Program Staff must document why the OJT was allowed by the agency's personnel office and a rationale for training being needed. In some cases, an individual may get onto a register but only meet minimum requirements. Without the OJT, the employer would hire another individual who has skills above the minimum.

OJT Employers (especially new employers) require an orientation from the WIOA Program Staff to ensure that s/he understands the contract terms, the purpose of the OJT, the best method of communicating with the program, the process of preparing and submitting timesheets, etc.

Contract modifications must be in writing using an OJT Contract Modification form signed and dated by all parties prior to the effective date of the modification. Verbal modifications are not valid.

Monitoring of the OJT

Contact with the OJT Employer and OJT Employee is essential. Contact must be frequent enough to evaluate the OJT Employee's progress, document that the training is being provided as outlined in the contract, for compliance with provisions of the contract and to ensure that reimbursements are being made in accordance with procedures.

The best method of contact with the OJT Employer must be pre-determined and entered on the contract. Methods of contact can include on-site visits, phone or email. On-site visits must be sufficient to assure that training is being provided as specified in the contract.

Using Waivers

WIOA program staff may request a waiver for limitations of an OJT, such as duration or type of employment. The waiver must be approved by an authorized signatory.

The waiver may be submitted on a standard waiver form or in a memo or letter format that is sent to PacMtn's Associate Director of Workforce Services (may be sent by email).

OJT Employee Eligibility and Responsibilities

- Learn & follow the Employer's company rules which may include but not be limited to:
- Come to work on time each day, adhere to breaks and lunch times.
- Call if unable to come to work due to illness, etc.
- Put forth his/her best effort each day to learn the skills required for the position.
- Dress appropriately and maintain good personal hygiene.
- Communicate with the OJT Employer. Let him or her know if you do not understand any instruction(s).
- Communicate with the WIOA program Staff to let them know how you are doing on the job, including any barriers you may experience that affect your ability to work.
- Agree not to quit the job without first speaking with the WIOA Program Staff to discuss the situation to see if there may be a

The remaining procedures would be in the OJT Sample Contract

Any discrepancies arising between PacMtn policy and or procedures with federal and state provisions due to current or future revisions will default to the current minimum federal and state regulations and guidance available. PacMtn policy and or procedures may set forth stricter requirements than provided by federal and state guidance, but in no case will PacMtn policy and or procedures not meet minimum federal and state policy.

ATTACHMENTS:

A-1 Sample Contract

A-2 Training Plan/Evaluation Form

References

Workforce Innovation and Opportunity Act of 2014

WIOA Final Rule; 20 CFR Parts 676,677, and 678; Federal Register, Vol. 81, No. 161, August 19, 2019

WIOA Final Rule; 20 CFR Parts 603, 651, 652, et al; Federal Register, Vol. 81, No. 161, August 19, 2019

WIOA Section 134(c)(3)(E)

US DOL Wage and Hour Division www.dol.gov

PacMtn Policy # 5130 - On the Job Training (OJT)

PacMtn Policy # 5100 – Individual Training Account (ITA)

Compliance with the state's eligibility policy will be based on the version of the handbook in effect at the time of the action or activity that may be at issue.

DATE APPROVED: June 4, 2016, 6/13/19

Direct Inquiries to:
Pacific Mountain Workforce Development Council
1570 Irving Street SW
Tumwater, WA 98512
Telephone: (360) 704-3568
Email: Info@pacmtn.org

PacMtn is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. WA Relay 711

ATTACHMENT A-1 OJT CONTRACT (Sample)

OJT Contract No: _____

Funding Source: _____

On-the-Job Training (OJT) Contract

This OJT contract is between the **(enter your WIOA organization name here)**, herein after called the WIOA Program Staff and **(enter name of employer here)** hereinafter called OJT Employer. Both parties agree to the contract terms as set forth below. The contract term commences on **(enter start date here)** and terminates on **(enter end date here)**.

OJT EMPLOYEE (Participant) INFORMATION

A. Name: _____ WIT ID: _____

B. On a register for this position before start date of the OJT? _____ Yes _____ No

C. Is s/he an employed participant? Yes No *If yes, all three must apply: 1) Was not earning a self-sufficient wage; 2) OJT is for new technologies, production or service procedures; 3) OJT will increase wages, hours and/ or benefits & make the OJT Employee self-sufficient.

WIOA PROGRAM STAFF - TRAINING - REIMBURSEMENT

WIOA Contact: _____ Phone: _____ Email: _____

Type of Training (Job Title): _____ ONet Code: _____

Hourly Wage: _____ Reimbursement %: _____ Total Training Hrs: _____

Maximum Reimbursement: _____

OJT EMPLOYER INFORMATION:

Legal Business Name: _____

Owner/Officer: _____ Phone: _____

Person in charge of training: _____ Phone: _____

Alternate in charge of training: _____ Phone: _____

Training Address: _____

Reimbursement Mailing Address (if different): _____

OJT Employer's FEIN #: _____ UBI #: _____

Product or Service: _____

Number of employees: _____ # of OJT Employees working for OJT Employer: _____

Is OJT Employer new/expanding? _____ Yes _____ No Length of time in business at this address: _____

Has the company relocated the business within the last 120 days: _____ Yes _____ No

Standardized Pre-Award Review has been completed: _____ Yes: _____ No _____ N/A

Best method of communication & frequency for contact/monitoring of progress? _____

OJT CONTRACT TERMS AND CONDITIONS

TRAINING

1. The OJT Contract must be completed and signed before the OJT Employee starts the OJT Training.
2. The OJT Employer shall develop a training plan for the OJT Employee that includes competencies needed to be satisfactorily skilled in the OJT position. These competencies will be listed on the Training Plan/Evaluation Form (Attachment A-2). The OJT Employer will complete the evaluation to document competencies gained and will complete the Certification of Competencies on Attachment A-2.
3. Learn & follow the Employer's company rules which may include but not be limited to:
 - a) Come to work on time each day, adhere to breaks and lunch times.
 - b) Call if unable to come to work due to illness, etc.
 - c) Put forth his/her best effort each day to learn the skills required for the position.
 - d) Dress appropriately and maintain good personal hygiene.
 - e) Communicate with the OJT Employer. Let him or her know if you do not understand any instruction(s).
 - f) Communicate with the WIOA program staff to let them know how you are doing on the job, including any barriers you may experience that affect your ability to work. Ideally, contact will be weekly but not less than every two weeks when appropriate.
 - g) Agree not to quit the job without first speaking with the WIOA program staff to discuss the situation to see if there may be a way for you to keep your job.
4. The OJT Employer shall provide the training prescribed on Attachment A-2 and complete any evaluation and/or training progress forms that may be provided by the WIOA Program Staff. The OJT Employee shall be the OJT Employer's employee, shall be on the OJT Employer's payroll, shall be entitled to the same consideration and shall be governed by the same policies as other employees. The OJT Employer shall extend to the OJT Employee all of the entitled benefits offered all employees of the OJT Employer.
5. The OJT Employer certifies that this is not a temporary job. The OJT Employee shall be continued by the OJT Employer in unsubsidized employment upon completion of the OJT period, based upon satisfactory skill attainment as documented on Attachment A-2 – Training Plan/Evaluation Form.
6. The OJT Employer will provide an orientation to the OJT Employee that covers, at a minimum, the OJT Employer's rules, expectations, safety information, payment of wages and benefits.
7. A reasonable opportunity shall be provided for the OJT Employee to attain skills and to demonstrate positive work habits prior to termination. During the term of the OJT training, the OJT Employer shall contact the WIOA Program Staff prior to terminating the OJT Employee. (Except for serious infractions that require the immediate removal of the OJT Employee from the OJT Employer's place of business (intoxication, violent behavior, etc., or as per the OJT Employer's Personnel Rules).
8. If the OJT Employer requires regular employees in this position to provide their own tools, the OJT Employer will provide the WIOA Program Staff with a list of the required tools and/or equipment. Any tools and/or equipment purchased with WIOA funding will become the property of the OJT Employee after the OJT Employee has successfully completed the On-the-Job Training. See PacMtn Policy #530 regarding Tools and Equipment.

FISCAL

9. The WIOA Program Staff shall reimburse the OJT Employer on a ***(Enter a term such as monthly or bi-monthly)*** basis in an amount not to exceed the maximum training reimbursement. Reimbursable wages shall not include undocumented payments to the OJT Employee. No reimbursement shall be made for work performed outside of the term of the contract, or during periods of work stoppages, fringe benefits which include paid holidays, sick leave or vacation leave. Overtime hours in excess of 40 hours per week shall be reimbursed at the regular rate of pay. The OJT Employer must pay the overtime rate in excess of the regular rate in full.
10. All reimbursement requests submitted by the OJT Employer shall be supported by business receipts, time and payroll records, and other records normally kept by the OJT Employer.
11. The OJT Employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT contract. Wages must be paid by check or direct deposit. Reimbursement time sheets must be signed in ink, by both the OJT Employer and the OJT Employee and must be submitted according to the WIOA Program Staff's instructions. Inaccurate or incomplete timesheets or timesheets submitted more than thirty (30) days after the end of the training period may not be honored at the sole discretion of the WIOA Program Staff. The WIOA Employer must maintain copies of the timesheet(s) along with a copy of the OJT contract at the training location or in the WIOA Employee's personnel file.
12. The OJT Employer agrees that records which are directly related to the OJT contract are subject to review, monitoring, and audit by the WIOA Program Staff, the Pacific Mountain Workforce Development Council or its agent, the State of Washington and/or the federal government, at any time and without prior notice to the OJT Employer. However, prior notice is typically provided.
13. The OJT Employer shall provide adequate insurance coverage to protect against legal liability arising out of OJT activity. The OJT Employer shall provide the WIOA Program Staff, upon request, copies of insurance instruments or certifications from the bond/insurance's issuing agency. The copies of certifications shall show the bonding or insurance coverage, who is covered and the amounts.
14. The OJT Employer shall preserve all OJT Employee payroll records, fringe benefits and personnel records for three (3) years after the end of the training period, or longer if any litigation or audit is begun or any claim is instituted which involves these records. The OJT Employer shall retain the records beyond the three (3) year period until the litigation, audit findings or claim has been resolved.

OJT EMPLOYER ASSURANCES

15. The OJT Employer shall provide worker's compensation coverage for the OJT Employee and assures that the training shall be provided in accordance with WIOA Sec. 181 (a)(1)(A) and 20 CFR 667.272 for wage and labor standards.
16. If the OJT is being provided to one of the OJT Employer's current employees, the OJT Employer verifies that the OJT will relate to the introduction of new technologies, introduction to new production or service procedures, or is an upgrade to a new job that requires additional skills, and that the OJT position will provide the OJT Employee with additional wages, hours or benefits.
17. The OJT Employer certifies that they are financially solvent on the date of this contract, and the OJT Employer's best projection is that they will remain financially able to meet contract obligations through the end of the training period, including continued employment of the OJT Employee.
18. The OJT Employer agrees to comply with all applicable local, state and/or federal laws and ordinances.
19. The OJT Employer must not allow the OJT Employee to work or train in unsanitary, hazardous or dangerous conditions.

20. Equal Opportunity and Non-Discrimination:
As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the nondiscrimination assurances at 29 CFR Part 38.25 apply to this contract/agreement, as identified.
21. The OJT Employer must be able to provide: fulltime work (minimum of 32 hours per week is allowable but only if the OJT Employee will be able to support him/herself); equipment and materials necessary for the job if provided by the employer to other employees; and sufficient supervision of the OJT Employee.
22. The OJT Employer assures that they have not been debarred or suspended in regard to federal funding. 29 CFR Part 98
23. The OJT Employer further assures that OJT funds will not be used to assist, promote or deter union organizing. Nor will the OJT Employer allow the OJT Employee to engage in political activities during work hours. 20 CFR 663.730
24. The OJT Employer certifies that no member of the OJT Employee's immediate family is engaged in an administrative capacity for the OJT Employer, or will directly supervise the OJT Employee. For the purpose of this contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the OJT Employee's spouse. 20 CFR 667.200(g)
25. The OJT Employer assures that wage and labor standards will be adhered to and to pay the OJT Employee at the same rates, including periodic increases, and benefits as trainees or employees who are similarly situated in similar jobs. 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 or local minimum wage law. WIOA sect. 181(a)(1)(A)
26. The OJT Employer assures that the OJT Employee has not been hired into or will remain working in any position when any other person is on layoff from the same or a substantially equivalent job within the same organizational unit or has been bumped and has recall rights to that position, nor if the OJT is created in a promotional line that infringes on opportunities of current employees. The layoff period shall be the expiration of the period required by a recall list. If no recall list of re-employment rights exists, the layoff period shall be for one year from the last layoff or until the next operating year of the department or agency, whichever occurs later. 20 CFR 667.270

ADDITIONAL TERMS

27. No fees shall be charged to any OJT Employee or OJT Employer for referral or placement services relative to this OJT contract.
28. The OJT Employer shall participate in and be bound by determinations resulting from the PacMtn Complaint and Hearing Procedure unless the OJT Employer has provided an established grievance procedure and provided a written copy of such to the WIOA Program Staff. Where the OJT Employer's procedure applies, the OJT Employee shall have the right to request a review of the OJT Employer's grievance decision by PacMtn.
29. All work under this contract shall be performed entirely at the OJT Employer's own risk. The OJT Employer expressly agrees to indemnify and hold harmless the WIOA Program Staff and PacMtn and all of their officers, agents, employees or otherwise, from any and all liability, loss or damage, including reasonable cost of defense that they may suffer as the result of claims, demands, actions, or damages to any and all persons or property,

costs or judgments against the WIOA Program Staff which result from, arise out of, or are in any way connected with the work to be performed by the OJT Employer under this contract.

30. This contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that the laws of the State of Washington, both as to interpretation and performance, shall govern this contract. Any action of law, suit in equity, or judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.
31. The parties understand and agree that if the courts hold any part, term or provision of this contract to be illegal, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the contract had not contained the particular invalid provision. If it should appear that any provision of this contract is in conflict with any statutory provision of the State of Washington, the provision shall be deemed modified to conform to the statutory provision.
32. The parties agree that the forgiveness of the nonperformance of any provision of this contract does not constitute a waiver of the provisions of this contract.
33. The parties agree that this contract is the complete expression of its terms. Any oral representations or understanding not incorporated herein are excluded.
34. Either party may terminate this contract at any time by giving ten (10) day advance written, signed notice of intent to terminate to the other party.
35. This contract may be amended by the mutual written agreement of the parties. All amendments shall be signed by both parties prior to the start date of the amendment and must be attached to the contract.
36. The individual signing this contract on behalf of the OJT Employer must be the OJT Employer's authorized agent and certifies that all the information provided by the OJT Employer is correct.

I agree to all of the conditions contained in this On-the-Job Training Contract and certify that I am authorized to sign the contract for the employer:

For (Enter your Agency Name Here):

For the OJT Employer:

Authorized Representative Signature

Authorized Representative Signature

Title and Date

Date

ORGANIZED LABOR CONCURRENCE:

To be completed if the OJT occupation is subject to a collective bargaining agreement. List the following:

CONCURRENCE SIGNATURE

1. Provide the name of Union & Local #: _____

2. Print name and title of union agent: _____

I am in concurrence with this OJT contract.

Authorized Collective Bargaining Agent & Title Date

Attachment A-2

OJT Contract # _____

TRAINING PLAN / EVALUATION FORM

OJT Employee Name: _____

Occupational Training (Job Title): _____

Employer: _____

Training Plan/Skills Required	Skilled Attained Yes or No	Comments	Evaluation Date

PARTICIPANT SIGNATURE:

I understand and agree to the above listed training plan and my responsibilities as listed in PacMtn Policy # 5130.

Participant Signature

Date

Attachment A-2

OJT Contract # _____

SUPPLEMENTAL FORM TO DOCUMENT (CIRCLE ONE)

1. OJT is for a participant who is currently employed by the employer.

 2. OJT is with a religious organization
-
-

1. If the OJT is provided to one of the OJT Employer's current employees, explain how the training will relate to the introduction of new technologies, new production or service procedures, or is the OJT an upgrade to a new job that requires additional skills:

2. If the OJT is with a religious organization, provide the following information:
 - Why the training job is appropriate for the participant based upon assessment of interests and abilities.

 - List other WIOA options the participant was offered in addition/instead of the OJT.

 - Participant' statement why they think the OJT is right for them.

PARTICIPANT VERIFICATION

I verify that I have been offered other WIOA services and that I am choosing through independent choice to accept this OJT.

Participant Signature and

Date