



**WORKFORCE DEVELOPMENT
SYSTEM**

ON-THE-JOB TRAINING POLICY

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FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.

ON-THE-JOB TRAINING GUIDELINES

I. Introduction

On-the-job training (OJT) as allowed by the Workforce Investment Act is a viable training tool for eligible WIA participants. OJT can be an effective tool in assisting WIA eligible participants in becoming gainfully employed after receiving core and intensive services and have been unsuccessful in finding adequate employment. This is because the training is conducted at the work place. On-the-job training is one of the most successful forms of training under the Workforce Investment Act. Partial reimbursement of wages for training is a legitimate and effective incentive for the hiring and training of individuals who would not otherwise have been hired. WIA enrollees are either dislocated workers or economically disadvantaged (income less than 200% of poverty) persons with limited/outdated skills, and employers are often unwilling to take the risk of hiring and training these individuals. The OJT program encourages employers to take that risk.

Payments made to employers are considered to be reimbursements for costs of training, including lower productivity, which are over and above normal training that would be provided to non-WIA eligible new hires. The OJT contract is not a subsidy to employers for normal hiring and training. WIA funds must be used to buy training, not placements and wage subsidies. However, for an OJT to be most beneficial and productive for both the WIA trainee and the employer, it should be planned. Therefore, the following guidelines are designed to assist Case Managers in the planning of an OJT experience. The guidelines will also assist in meeting the federal regulations which require that, to be allowable, costs incurred in the OJT contracting process must be necessary, reasonable and allocable.

II. Identification of On-the-Job Training (OJT) Need

When is an OJT appropriate? An OJT contract is appropriate when the participant lacks the skills necessary to obtain employment with that specific employer. The need for any OJT should also be identified in the Individual Employment Plan (IEP) wherein the participant's interests, abilities, and needs are identified.

An OJT contract would be inappropriate if the participant already possesses all the skills the employer requires to do the job in question, i.e., the participant was previously employed in this occupation and needs no further training to become re-employed in the same occupation.

III. Selection of Participants for On-the-Job Training

Participants must be certified eligible for WIA prior to consideration of an OJT contract. All participants will have completed an objective assessment, have an Individual Employment Plan (IEP) in which OJT has been identified as the appropriate service activity and enrolled in WIA before training or program activity begins.

FVWDB Subcontractors will not accept referrals from employers regarding individuals the employer would like to hire and "make WIA eligible", i.e., reverse referrals. Subcontractors should screen all participants prior to being referred to employers. **All OJT Agreements must be negotiated and signed on or before the first day of employment.**

IV. Employer Eligibility for Participating in On-the-Job Training

Potentially eligible employers able to participate in OJT contracting include: private-for-profit businesses, private non-profit organizations, and public sector employers.

An employer will **not** be eligible to receive WIA OJT training reimbursements if:

- A) The employer has any other individual on layoff, involved in a work stoppage or on strike from the same or substantially equivalent position.
- B) The OJT would infringe upon the promotion of or displacement of any currently employed worker or a reduction in their hours.
- C) The same or a substantially equivalent position is open due to a hiring freeze.
- D) These funds would be used to assist in relocating establishments or parts thereof from one area to another unless it has been determined by the Secretary (DOL) that such relocation will not result in an increase in unemployment in the area of original location or in any other area.
- E) The positions are for seasonal employment.
- F) The employer is a private for-profit employment agency, i.e. temporary employment agency, employee leasing firm or staffing agency.
- G) Employer who (the actual worksite of trainee) is beyond 40 miles (except in WDA) from an office in which the Case Manager works will not be eligible for OJT reimbursements, (i.e. primary reason is because it is not cost effective to develop and monitor), unless approved by the contracted Program Operator.
- H) The position is not full time, i.e. minimum of 32 hours per week. For jobs less than 32 hours per week, the Case Manager's supervisor must approve the contract in writing, and such written approval shall be maintained in the participant's file. In no event shall an OJT contract be written for jobs which provide less than 25 hours per week.

In addition:

- 1) WIA OJT is not an entitlement program for employers. The decision to enter into an OJT contract with an employer is at the discretion of the FVWDB subcontractors. Employers who have a history of not continuing employment of WIA participants after the OJT contract is completed will not be considered for additional OJT Contracts.
- 2) Reimbursements for on-the-job training are not intended to be wage subsidies to employers; rather they are intended for extraordinary costs of training WIA participants.

V. Occupational Eligibility

OJT is allowable for occupations which are consistent with the participant's capabilities, are in demand occupations which will lead to employment opportunities enabling the participant to become economically self-sufficient and which will contribute to the occupational development and upward mobility of the participant.

Occupations selected for OJT shall meet, at the time of completion or per company policy, the following:

- A. Wage gains meet or exceed FVWDB, Inc. performance standards for WIA Adult and/or WIA Dislocated Worker; and
- B. Full time permanent positions (minimum of 32 hours per week), and
- C. All participants shall be provided benefits and working conditions 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. This will include UC coverage where the employer is normally required to provide such coverage to its employees.
- D. The position provides the participant benefits per company policy which have a monetary value (i.e. insurance, paid leave, profit sharing) other than those required by law.
- E. OJT contracts written for less than 6 weeks in length are discouraged. The Case Manager should provide justification for OJT contracts of less than 6 weeks or when contracts are written for a briefer period than indicated by applying FVWDB's methodology for determining the length of OJT training. The justification should be maintained in the participant's file. Although budgetary limitations may be taken into account in determining OJT duration, the skill requirements of the job and the training needs of the participant should be used as the primary determinants. Training Contracts can be written for a training period that exceeds the period which the employer is reimbursed.
- F. No OJT Agreement shall be written for more than 6 months' duration.
- G. OJT contracts will generally not be written for the following occupations: operators of single needle non-complex sewing machines; janitors; dishwashers; baggers; house keepers; and car wash attendants. These are low skill jobs that generally would require little or no training. They should be used for OJT only if training is required to accommodate disabled or other participants who possess limited skills, i.e. needs assessment scores of 14 or higher which indicates extreme need for training.

VI. Content of the OJT Contract

When an employer is interested in hiring an enrolled WIA eligible participant, basic information needs to be collected from the employer, including: employer name and address, job title, job description, rate of pay, hours worked per week, and benefits available to the participant, the participant's name, training needs, education and employment background need to be reviewed in order to justify the need for an OJT Contract.

Two forms utilized to determine the training need and length are:

1. Training Needs Assessment—which assesses stability of work experience, education, English communication, dependents, and other barriers to employment (see Attachment #2 – Directions & Definitions). The total of the Training Needs Assessment is then used in the calculation of the OJT Agreement Length Determination Form.
2. OJT Contract Length Determination Form—reviews the participants training needs, the difficulty of the job, and the estimated length of training (see Attachment #3).

After the Training Needs Assessment and OJT Contract Length Determination Form have been completed, and it has been determined that an OJT is appropriate, the Case Manager can fill out the OJT Contract (see Attachment #4).

All OJT Contracts must be negotiated and signed on or before the participant's first day of employment. The Case Manager will review the OJT Contract and Monthly Time Record and Progress Report with the employer and trainee (participant), and answer any questions, and obtain their signatures on the OJT Contract. Each party receives a copy of the OJT Contract. A signed copy of the OJT Contract is forwarded to the FVWDB, Inc. Financial Manager.

VII. Procedures

A copy of the OJT contract MUST be forwarded to the FVWDB Financial Manager, where it is kept on file, PRIOR to any payments to the employer. The employer is required to submit a Monthly Time Record and Progress Report to the case manager. The Monthly Time Record and Progress Report must be signed by the employee (participant), employer and case manager. The case manager should maintain a copy of this report for the participant file and the original forwarded to the FVWDB Financial Manager. In addition, a FVWDB Funding Voucher (initially completed in PAS) must be completed and signed by the case manager. **Incomplete forms will not be accepted.** The FVWDB Financial Manager will pay the training provider (employer) based on the availability of funds. All payments are made on a cost reimbursement basis to the employer.

If, in reviewing the monthly progress report, it is apparent the participant (trainee) is having difficulty, the case manager should contact the employer in an attempt to resolve any problems/potential problems to insure the successful completion of the Contract and retention by the employer of the trainee in unsubsidized employment.

VIII. OJT Monitoring, Compliance & Modification

On-site monitoring will be conducted at least once during the course of the OJT Contract (as close to midpoint of contract as possible) to determine compliance with WIA and progress toward completion of training.

The monitoring guide (Attachment #7) will be completed for all OJT Contracts.

If terms and conditions of the Contract are not being met, an effort should be made to resolve the issue at the time of the on-site monitoring. If violations of law are taking place, steps to terminate the OJT Contract should be implemented immediately.

The OJT Contract may be modified to adjust the end date, number of hours, contract total, or for other valid changes using the OJT Contract Modification form (Attachment #8). A copy of the OJT Contract Modification form must be forwarded to the FVWDB, Inc. Financial Manager.

NOTE: An OJT Agreement may be modified for wage increases only if additional training is required and can be justified and documented.

IX. Recordkeeping

The following records should be maintained in the OJT participant/trainee's file:

- Verification of WIA Program Eligibility
- Objective Assessment Results (including work history)
- Individual Employment Plan (IEP)
- Needs Assessment Form
- OJT Contract Length Determination Form
- Copy of OJT Contract
- Copies of Monthly Time Record and Progress Report
- ASSET Service Tracking
- Completed OJT Monitoring Guide
- Correspondence/Case Notes
- Certificate of Completion

WIA TRAINING NEEDS ASSESSMENT

Participant _____

ASSET PIN# _____ Age _____ Male _____ Female _____

WIA Services Agency _____ Date of Needs Assessment _____

OVERALL NEED – Add scores for A through E _____

For indicators A & B, choose the one sub-indicator (a, b or c) listed which is true for the participant and gives the highest point value. D, e, or f may also apply. Enter the point value in the sub-total at the far right.

A. Stability of Work Experience (Maximum of 7 points) **A. Sub-Total** _____

- ☐ a. 3 pts.—over 26 weeks unemployed or under-employed in year prior to application
☐ b. 2 pts.—19-25 weeks unemployed or under-employed
☐ c. 1pt. —10-18 weeks unemployed or under-employed
☐ d. 2 pts.—history of short term intermittent employment (held at least four jobs in the last two years or at least two jobs in the past year)
☐ e. 3 pts.—No prior work experience
☐ f. Add 1 point for unstable work history other than a-d (Maximum of 2 pts.)
 ☐ (1) Fired from one or more jobs in past two years
 ☐ (2) Quit at least two jobs in last two years for reasons other than layoff or external responsibilities (e.g., health, child care, or another job)
 ☐ (3) Held any two jobs for less than six weeks in the past two years
 _____ WEEKS UNEMPLOYED ONLY

B. Education (Max. of 6 pts.) **B. Sub-Total** _____

Test Level, Reading _____ Math _____ Not Tested _____

- ☐ a. 4 pts.—less than 8th grade reading and math (or highest grade completed is 8th, if not tested)
☐ b. 3 pts.—less than 8th grade reading or math (or highest grade completed is 10th, or less, if not tested)
☐ c. 2 pts.—less than 9th grade reading and math (or highest grade completed is 11th, if not tested)
☐ d. Add 1 point if no high school diploma or GED.
☐ e. Add 1 point for other education barrier (Must be explained below):

C. English Communication (Maximum of 3 points) **C. Sub-Total** _____

_____ 3 pts.—Inability to speak English when it presents a barrier to employment

D. Other Barriers (Maximum of 6 points) Two (2) points for each barrier **D. Sub-Total** _____

- | | | |
|---|---|---|
| <input type="checkbox"/> a. Offender | <input type="checkbox"/> e. Older Worker (over 55) | <input type="checkbox"/> i. Refugee |
| <input type="checkbox"/> b. Displaced Homemaker | <input type="checkbox"/> f. Recently Separated Veteran | <input type="checkbox"/> j. Lack of |
| <input type="checkbox"/> c. Dislocated Worker | <input type="checkbox"/> g. Age 45-54 | Transportation |
| <input type="checkbox"/> d. Mental Health, Alcohol, Drug Abuse, Other Mental Disability | <input type="checkbox"/> h. Public Assistance Recipient | <input type="checkbox"/> k. Physical Handicap |

E. Dependents (Max. of 3 pts.) **E. Sub-Total** _____

- ☐ a. 2 pts. – Single Parent/Single Head of Household—Children or Invalid at home
☐ b. 1 pt. – Dependents other than spouse & no employed adults in family
 _____ Optional: Add 1 point if dependents (in either a or b are of pre-school age)

DIRECTIONS FOR COMPLETION OF THE WIA TRAINING NEEDS ASSESSMENT FORM

1. All items must be responded to completely.
2. The Sub-total boxes to the right of the indicator heading represent the point value marked for that specific indicator. Put a check mark next to each criterion that applies to the participant. The point value for the checked criteria must add up to the sub-total for each indicator.
3. This form must be completed for all OJT candidates.
4. The only time a specifically defined term can be used as a basis for awarding points, is when the participant's actual status matches the definition given on the attached definition listing.

SPECIFIC DIRECTIONS

A. Stability of Work Experience

1. For the weeks of unemployment criteria (Indicators a, b or c), choose the one which is true for the participant and gives the highest point value. One of these indicators will apply to all participants.
2. D, e or f will apply only to some participants. Make entries as appropriate to the maximum point value as indicated by the work history of the participant.
3. Total weeks unemployed (the time since the participant last held a regular full or part-time job) prior to application must be entered in the space provided.

B. Education

1. Select the indicator that matches the applicant's educational history and gives the highest number of points. Note that indicators a, b and c have two parts. The first part, Grade Level achievements, can be indicated when the participant has been tested. In those cases where the participant has not been tested, educational barriers may be shown, if present, by the highest grade completed. The highest grade completed option may only be selected when the participant has not been tested.
2. An additional point is given in (d) when the applicant has no high school diploma or GED. Note that this point may also be awarded when the highest grade completed alternative is used.
3. The explanation for other educational barriers must indicate what the barrier is, how it has been diagnosed and where documentation is maintained.

C. English Communication Self explanatory

D. Other Barriers

1. A maximum of three barriers can be indicated. Put a check mark next to those that apply.
2. If the applicant has a physical handicap (barrier k, in the space provided) identify the physical disability, how it has been diagnosed and where documentation is maintained.

E. Dependents Self explanatory

F. Other Check your arithmetic, making sure that your entries show how the sub-total indicated on the right was derived. Make sure the five sub-totals add to the total (OVERALL NEED).

G. Priority Group Ranges

High Need = 10 or more points Medium Need = 4 to 9 points Low Need = 0 to 3 points

DEFINITIONS

1. **Unemployed**—During the seven consecutive days prior to application, the applicant did not work but was available for work and during the past four weeks, the applicant made specific efforts to find a job.
2. **Underemployed**—The applicant is either: a) working full-time but has an annualized earned income (for one person family) which, if annualized, would be equal to or below the poverty level, or b) working part-time and seeking full-time work.
3. **Offender**—The applicant has been subject to any stage of the adult criminal justice system, and would benefit from WIA programs, or requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.
4. **Dislocated Worker**—The applicant is an individual who:
 - a. was dislocated within the last five years, and
 - b. has no specific recall date from an employer, and
 - c. either:
 - previous work history of two years if age 22 or older, or
 - previous work history of four years if age 21 or younger, or
 - dislocation that is the result of a permanent plant or facility closing or substantial layoff regardless of work history.

REGULAR DISLOCATED WORKER – Has been terminated or laid off or has received a notice of termination or lay-off from employment; and is eligible for, or has exhausted, entitlement to unemployment compensation; or has been employed for at least six months with employer of dislocation, but is not eligible for unemployment compensation; and is unlikely to return a previous industry or occupation;

PLANT CLOSING OR SUBSTANTIAL LAYOFF – Has been terminated or laid off, or has received a notice of termination or layoff, from employment, as a result of any permanent closure of, or any substantial layoff at, a plant, facility or enterprise (NOTE: Substantial layoff would adhere to WARN notice requirements);

ANNOUNCED PLANT CLOSING – Employer has made a general announcement that such a facility will close within 180 days;

SELF-EMPLOYED – Was self-employed and is currently either unemployed or is in the process of going out of business due to a natural disaster or general economic conditions in the area.

DISPLACED HOMEMAKER - Is an individual who has been providing unpaid services to family members in the home and who:

- a. has been dependent on the income of another family member but is no longer supported by that income; and
 - b. is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.
5. **Mental Health, Alcohol, Drug Abuse, Other Mental Disability** — A disability constitutes a barrier to employment when: a) it substantially limits the applicant's major life activities functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, working and receiving education or vocational training; b) the applicant has a record of such a limitation; c) the applicant is regarded by others as having such a limitation. Note: inability to speak English does not constitute a barrier.

A person is handicapped if she/he has: a) a physical or mental impairment which substantially limits one or more major life activities; b) a record of such impairment; or c) is regarded as having such an impairment: The word handicap refers to some particular condition which is not common to the

“normal” population; is “a disadvantage that makes achievement unusually difficult.” Any physical or mental condition may be considered a handicap under the Fair Employment Act if the presence of such a condition is being used by an employer to discriminate against an individual. Under the heading of Mental Handicaps are listed a) Organic (retardation, stroke, tumor); and b) Behavioral (alcoholism, drug dependencies, psychosis, emotional disorders).

6. Older Worker (Over 55)—an applicant at least 55 years of age at the time of enrollment.
7. Physical Handicap—Covered fully in #6
8. Recently Separated Veteran—The applicant is an individual who served in the active (180 days or more) military, naval, or air service, and who was released or discharged under conditions other than dishonorable, the date of discharge or release occurring during the 48 months prior to application for WIA.
9. 45-54—The applicant is between 45 and 55 years of age.
10. Refugee—One who flees from his/her home or country to seek refuge elsewhere—according to Webster’s New World Dictionary.
11. Public Assistance Recipient—The applicant, or applicant’s family, is currently receiving public assistance, which means federal, state, or local government cash payments for which eligibility is determined by a need or income test. “Cash” includes direct payments in the form of currency, checks or money orders. It does not include the value of meals and lodging provided in exchange for work, food stamps, Medicaid, the value of emergency food, clothing, or housing, or the subsidized portion of rent for public housing. Food stamps are a separate program and are not considered public assistance.
12. Lack of Transportation—There is not public transportation available or either no car or driver’s license or both.

OJT CONTRACT LENGTH DETERMINATION FORM

Trainee's Name _____ ASSET PIN# _____

Job Title _____ DOT Code _____

Skill Level Sum _____ SVP Time _____ Needs Assessment Score _____

The DOT code is a nine (9) digit number which specifies various occupational information.

The first three digits identify a particular occupational group. The middle three (3) digits of the DOT occupational code are the workers function ratings of the task perform in the occupation. The last three (3) digits of the occupational code indicate the alphabetical order of titles within 6-digit code groups which differentiates a particular occupation from all others.

Example: DOT code 652.382-010 gives a skill level of 13 (add 3 + 8 + 2). There is an inverse relationship between skill level and the amount of training time required for a particular occupation; as the skill level code increases, the training time decreases. The lower the skill level number the higher the skill level and the greater the time required for training.

TRAINING TIME CONVERSION CHART

| DOT Code Level | High Needs (10+) Weeks | Medium Needs (4-9) Weeks | Low Needs (0-3) Weeks |
|-------------------|------------------------------|--------------------------------|-----------------------------|
| 0 - 10 | 12 - 14 | 10 - 12 | 8 - 10 |
| 11 - 12 | 10 - 12 | 8 - 10 | 6 - 8 |
| 13 - 14 | 9 - 11 | 7 - 9 | 5 - 7 |
| 15 - 18 | 8 - 10 | 6 - 8 | 4 - 6 |
| 19 - 23 | 6 - 8 | 4 - 6 | X |

Indicated length of contract: Weeks _____ Hours _____

Comments:

Case Manager _____

Date _____

ON-THE-JOB TRAINING CONTRACT

Employee Name: _____
 Contract #: _____
 Program: _____
 Active Period: _____ to _____
 Employee Signature: _____
 ASSET PIN#: _____

1. GENERAL INFORMATION

Employer Name: _____
 Address: _____
 City, State, Zip: _____
 Telephone Number: _____

Reimburse: Monthly ____ End of Contract ____

2. REIMBURSEMENT FORMULA SOC CODE: SIC CODE:

| JOB TITLE | A Employee Hourly Wage | B Total # of Training Hours | C Total Wages During Training | D Fixed Reimbursement Rate (%) | E Total Training Cost |
|-----------|------------------------------|-----------------------------------|-------------------------------------|--------------------------------------|-----------------------------|
| DOT CODE | | X | = | X | = |

| Other Training Costs: | Tuition & Fees Amount | Books and Materials | Miscellaneous | |
|--------------------------|--------------------------|------------------------|---------------|--|
| | | | | |

Contract Total: _____

3. The parties hereto agree that the Employer will provide on-the-job training for the Employee named above, and that the Contractor will, in consideration of such training services to be provided, reimburse the employer a total fixed price as indicated above as the "contract total," such payment to be made pursuant to the terms and conditions set forth in this agreement and the Certifications and Assurances which are a part of this agreement.

4. Is the employer a Corporation? Yes__ No__ FEIN: _____

5. Is this position subject to a collective bargaining agreement? Yes No
 If yes, complete Addendum A.

6. SIGNATURES

This agreement is signed in good faith and the Employer agrees to the Certifications and Assurances listed on Pages 2, 3, and 4 of this Agreement.

 (Contractor)

Name: _____
 Title: _____
 Signature: _____
 Date: _____

Employer

Name: _____
 Title: _____
 Signature: _____
 Date: _____

JOB DESCRIPTION

TRAINING PLAN

Specific proficiencies and skills to be learned, measurable indicators of successful performance, and estimated number of hours of training needed to learn each skill:

Training method(s):

Observation
Performing Task(s) Under Supervision
Classroom Training
Other (Specify):

Training Supervisor:

Funded through the Workforce Investment Act

1. REPORTING REQUIREMENTS

- (a) The Employer will be required to submit a monthly time record and progress report form to the Contractor at the end of each month and at the end of each contract.
- (b) The Employer will be responsible for reporting all OJT hires and terminations to the Contractor.

2. RECORD RETENTION

- (a) The Employer is responsible for maintaining attendance and payroll records of the participant, and any other evidence and accounting procedures and practices, sufficient to reflect properly all costs and services claimed to have been incurred and anticipated to be incurred for the performance of this contract.
- (b) The Employer shall preserve and make available his records until the expiration date of six (6) years from the date of final payment under this contract.
- (c) The Employer agrees that the contracting officer, or any of his/her duly authorized representatives and the Fox Valley Workforce Development Board, Inc. shall be given access to, at all reasonable times, the facilities and records pursuant to this contract.

3. TRAINING REIMBURSEMENT

- (a) The Employer will be reimbursed for only those training days actually worked by the participant/employee and such reimbursement will not exceed 50% of actual wages paid. OJT reimbursement cannot be utilized for payment of over-time wages. Overtime hours worked during the training period will be reimbursed based on the straight hourly rate.
- (b) Reimbursement for off-site or classroom training costs, which are identified as part of the training plan, will be paid upon submission of documents from the Employer indicating costs incurred for such training.

- 4. All wages paid by the Employer to the participant/employee will be made by check.
- 5. All OJT contracts are to be written and signed prior to or before, but in no event later than, the participant's actual start date with the Employer.
- 6. The Employer certifies that he/she is able to provide the resources for training, including supervision, tools, equipment, instruction, etc.

7. EMPLOYEE BENEFITS

The Employer certifies that the Employee will receive some benefits other than those required by law and which have a monetary value at least as soon as the Employee's training period has ended or the Employer's probationary period has ended, whichever is later, per the Employer's company policy. Such benefits will include:

| | | |
|-------------------------|----------------------|----------------------|
| <u>Health Insurance</u> | <u>Paid Vacation</u> | <u>Paid Holidays</u> |
|-------------------------|----------------------|----------------------|

8. SAFETY REQUIREMENTS

No trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the trainee's health and safety.

9. MODIFICATION

Modifications of this Agreement must be mutually agreed to in writing by the Contractor and the Employer prior to authorization and must be completed on the approved modification form. This Agreement can be modified for wage increases only if additional training is required and can be justified and documented.

10. TERMINATION OF CONTRACT

The performance of work under this contract may be terminated by the Contractor (FVWDB Subcontractor) when, for any reason, it is determined that such termination is in the best interest of the program, or when it has been determined that the Employer has failed to provide any of the services specified or if the participant has failed to perform or to comply with any of the provisions contained in this contract.

11. LAWS APPLICABLE

The Employer will perform its duties in accordance with the Workforce Investment Act of 1998, other applicable

laws, the regulations, procedures and standards promulgated thereunder, and the OJT Certifications and Assurances listed in this contract.

12. ASSURANCES

- (A) The employer shall comply with civil rights laws and regulations including nondiscrimination (WIA).
- (B) No participant, staff person or administrator shall be discriminated against, denied benefits, denied employment or excluded from participation in connection with any federally funded program on the basis of race, color, religion, sex, national origin (ethnic status), age, handicap, marital status, offender status, sexual orientation, political affiliation or belief, arrest or conviction record or refusal to submit to sexual contact or sexual intercourse. (WI Fair Employment Act, 111.31 - 111.395, stats.)
- (C) No officer, employee or other agent of the employer shall engage in any of the following actions with respect to a participant who is a member of the officer's, employee's, or agent's immediate family: recommend hiring, decide hiring, establish salary/wage rate, or provide preferential supervisory treatment.
- (D) During hours of work covered by this agreement, no participant shall engage in partisan or nonpartisan political activities.
- (E) Funds may not be used to attempt to support either religious or anti-religious activities.
- (F) Funds may not be used in any way to promote or oppose unionization.
- (G) No participant shall be required to join a union as a condition of employment unless the training involves individuals employed under a collective bargaining agreement containing union security provisions.
- (H) The employer must obtain a written union concurrence statement if a collective bargaining agreement is in effect.
- (I) No participant shall be placed in or remain working in any position affected by a labor dispute involving work stoppage or strike.
- (J) This agreement may not result in the displacement of currently employed workers or reduction in hours, wages or employment benefits of currently employed workers.
- (K) Funds shall be used to supplement and not supplant funds that would otherwise be available from nonfederal sources.
- (L) No participant shall be hired into or remain working in any position when the same or a substantially equivalent position is vacant due to a hiring freeze.
- (M) No participant's employment shall infringe in any way upon the promotional opportunities of currently employed individuals.
- (N) No participant shall be hired into or remain working in any position when any person who is not federally funded is on layoff from that position.
- (O) The employer shall comply with applicable health and safety standards.
- (P) The employer shall secure worker's compensation or other insurance coverage for work-related injury or illness of participants.
- (Q) The employer shall comply with child labor laws if the participant is less than 18 years of age.
- (R) Participant wages will be paid by the employer at the same rates as similarly situated employees but not less than the state or federal minimum wage, whichever is greater.
- (S) Participants shall be provided benefits and working conditions 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. This will include unemployment compensation coverage where the employer is normally required to provide such coverage to employees.
- (T) The employer shall maintain records and provide access to records as necessary for the Contractor to assure that funds are being expended in accordance with the purposes and provisions of the agreement.
- (U) Every employer who hires participants and receives funds under this agreement shall maintain complaint/grievance procedures relating to the terms and conditions of employment.
- (V) Funds will not be used to relocate an establishment or part thereof at a new or expanded location, if such relocation has resulted in the loss of employment for any employee of the establishment at the original location.
- (W) A trainee shall receive no payments for training activities in which the trainee fails to participate without good cause.
- (X) The contractor's share of cost is to reimburse the employer for the employer's extra costs of training a new worker, including lower productivity, which training will be more than that normally provided by the employer to employees hired without the assistance of OJT. The employer assures that the reimbursement rate is appropriate in light of the training to be provided to the employee.
- (Y) The employer verifies that the employee would not have been hired without the assistance of OJT due to lack of some qualifications for the job.
- (Z) The employer verifies that there is a reasonable expectation of continued employment of the employee in the occupation trained for upon successful completion of this Agreement.



Voucher Date: 6/17/2004

System Demonstration
1 Any Street
AnyCity, WI 00000

Authorized Vendor:

z ABC Tech College
123 Anywhere Drive
Mytown, WI 54110

This voucher is valid beginning: 6/16/2004
and ending: 6/25/2004

Voucher Detail:

Payment for items on this voucher will be based on actual cost of the items shown below, up to the maximum voucher value. Actual cost must be supported by the receipt(s) for all items listed.

THIS IS AN SAMPLE ONLY AND IS NOT VALID

Specific details of the voucher purpose would be entered in this box. The case manager would use this area to specify what may be purchased.

Maximum Voucher Value: \$100.00

Payment will be made by FVWDB upon submission of voucher. No taxes may be included. Tax Exempt Number: ES30338

AUTHORIZING STAFF: I certify that all of the voucher item(s) contained on this voucher are issued in compliance with FVWDB program rules and regulations and that the Authorized Individual is properly enrolled and eligible for same.

Signature of Authorizing Staff: _____ Date: _____

AUTHORIZED INDIVIDUAL: I certify that all of the voucher item(s) being submitted for payment have been received and purchased by me and that no item has been returned for credit or refund.

Signature of Authorized Individual: _____ Date: _____

AUTHORIZED VENDOR: I certify that all of the voucher item(s) being submitted for payment have been issued to the client; that no item has been returned for credit or refund; that the amount is just and correct and that payment has not been received.

Signature of Authorized Vendor: _____ Date: _____

This voucher must be submitted by Vendor to FVWDB for payment on or before: 8/24/2004

For payment, send signed Voucher and copy of receipt to:

Fox Valley Workforce Development Board, Inc. - Attn: Finance Dept - 996 S. Green Bay Road - Neenah, WI 54956

Questions? Call (920) 720-5600 ext. 14 and ask to speak with the Finance Department

For Office Use Only:

Vouchered By: Al Hesse

| +/- | Oblig. ID | Fund Source | Type | WDBID | Amount Paid | Program # | Sub # | Voucher # |
|---------|-----------|-------------------------|----------|-------|-------------|-------------|-------|-----------|
| -3401.5 | 14 | Training (Not Valid for | Training | 04999 | | 000-00-0000 | | |

ADDENDUM A

UNION CONCURRENCE STATEMENT

I, _____, representing _____, concur with
(Name of Union)

the On-the-Job Training contract between _____ and _____
(Employer) (Contractor)

for _____.
(Trainee)

Dated _____

Instructions for Completing the
On-the-Job Training Contract

All contracts written for on-the-job training must utilize the four-page On-the-Job Training (OJT) Contract Form

Instructions for Completing the OJT Form.

It is preferable that OJT contracts be typed. However, hand written agreements are acceptable if care is taken to make the writing legible.

Prior to filling in information on the form, the case manager should inform the employer about WIA, its purpose, etc.

The case manager should review the information on pages three and four of the contract with the employer. If the employer agrees with the assurances and requirements, the case manager can then complete the form in the following manner.

PAGE 1

Insert the employee's name (first name, middle initial, last name). Assign a contract number using the following format:

| <u>Contractor's Initials</u> | <u>Date</u> | <u>Consecutive Number</u> | <u>Title</u> |
|----------------------------------|--------------|-------------------------------|-------------------|
| _____ | - 07-29-04 - | 01, 02, etc. - | AP, DW, SR5, etc. |

Fill in the active period of the contract after determining the length of the agreement following the instructions shown below.

Obtain the employee's signature after the agreement has been completed. **Do not obtain employee's signature on a blank form!**

Insert the employee's social security number.

1. GENERAL INFORMATION- Fill in the complete name, address and telephone number of the employer.

Indicate if the employer would like to be reimbursed for training provided on a monthly basis or at the end of the contract.

2. REIMBURSEMENT FORMULA

SOC (Standard Occupational Classification) Code (or its replacement). Locate proper SOC code, and indicate in space provided.

SIC (Standard Industrial Classification) Code (or its replacement). Locate proper SIC

code, and indicate in space provided.

Job Title. Indicate the job title that can be identified with a DOT (Dictionary of Occupational Titles) Code or its replacement. Oftentimes an employer will indicate a job title that is incorrect, i.e., machinist instead of machine operator.

DOT Code. Select the correct DOT Code for the position. This information can be found in the Dictionary of Occupational Titles published by the U.S. Department of Labor. It is significant that the correct DOT Code is determined, because the "sum of the digits" method is to be used in determining the maximum length of the OJT contract, and the SVP (Specific Vocational Preparation) Time is determined by the DOT Code. The SVP Time is also considered when determining the length of the training agreement.

A - Employee Hourly Wage. Indicate the wage agreed upon for the position. The Department of Workforce Development, Division of Workforce Solutions has set Performance Standards for the FVWDB, Inc. that includes WIA Adult Earnings Gain Received in Unsubsidized Employment and Earnings Replacement Rate for WIA Dislocated Workers. These wages are the basis of the minimum hourly rate at which an OJT contract can be written. OJT contracts for WIA Adult participants cannot be written for less than the FVWDB, Inc.'s performance standard which is \$8.10 per hour. WIA Dislocated Worker OJT contracts cannot be written for less than the FVWDB, Inc.'s performance standard which is 90% of the participants dislocated wage. The job for which the OJT contract is written must provide some benefits other than those required by law; and the job must be classified as other than temporary or seasonal, or provide the trainee with transferable skills (transferable skills must be documented). The case manager should use the incentive of the OJT contract to negotiate the highest hourly wage possible for the participant, without infringing on the pay scale of other similarly employed persons, keeping in mind assurance 12 (R) on page four of the contract form. By completion of the OJT, the job shall result in a wage higher than the FVWDB WIA Adult Earnings Gain and/or the Earnings Replacement Rate for WIA Dislocated Workers.

The following costs are not allowable in the calculation of a participant's training costs: 1) Overtime; 2) Fringe Benefits.

ON THE JOB TRAINING MONTHLY TIME RECORD AND PROGRESS REPORT

| | | | |
|----------------|----------------------|---------------|----------------|
| Contract No.: | Month Invoiced | Final Invoice | ___ Yes ___ No |
| Employer Name: | Trainee Name: | | |
| Address: | Social Security No.: | | |
| City: | Date of Hire: | | |
| State/Zip: | Contract End Date: | | |

I. Time Report: Day of Month and Number of Hours Worked. Report partial hours worked as decimals, (i.e., 7.75 hours) or fractions, (i.e., 7 3/4 hours). DO NOT USE CLOCK TIME, (i.e., 7:45).

| | | | | | | | | | | | | | | | |
|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| | | | | | | | | | | | | | | | |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | |
| | | | | | | | | | | | | | | | |

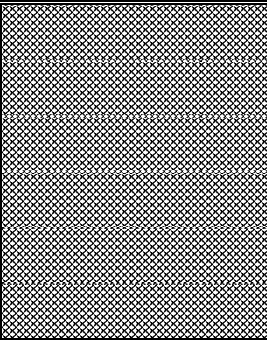
Note: Paid Holidays are considered a fringe benefit and are not reimbursable. Total Hours Worked: ____

II. Reimbursement Formula

| Employee Hourly Wage | Reimbursable Hours | Fixed Rate From Contract (Col. D) | Total Earned This Month | Reimbursement Requested This Invoice |
|----------------------|--------------------|-----------------------------------|-------------------------|--------------------------------------|
| | x | x | = | |

Total Earned to Date \$_____

III. Progress Report

| | Excellent | Good | Poor |  |
|--|-----------|------|-----------|---|
| 1. Attendance | | | | |
| 2. Training Progress | | | | |
| 3. Trainee's Attitude | | | | |
| 4. Quality of Work | | | | |
| 5. Quantity of Work | | | | |
| 6. Difficulties: _____ Following Instructions _____ Handling Tools or Machines _____ Other _____ | | | Comments: | |

IV. Certification I certify that the information reported here is correct and does not exceed contractual Limitations.

| | |
|---|---|
| Authorized Employer Signature: | Date: |
| Type Name & Title: | |
| Employee Signature: | Employee must sign in order to honor this invoice. |
| Case Manager Signature: | |
| Please complete, retain a photocopy of, and return original form to: FVWDB, Inc. Finance Manager, 996. S. Green Bay Road, Neenah, WI 54956 | |

OJT MONITORING GUIDE

EMPLOYER: _____ EMPLOYEE: _____

SUPERVISOR: _____ OJT CONTRACT # _____

CASE MANAGER: _____ DATE: _____

OTHER (PAYROLL, ETC.) _____

TRAINEE'S INTERVIEW SHEET

1. OJT CONTRACT:

- a. Do you have a copy of your OJT training contract? _____ YES _____ NO
- b. Does it match the job you are doing? _____ YES _____ NO
- c. Are you receiving the type of training specified in the OJT contract? _____ YES _____ NO

2. SUPERVISION:

- a. Who is training you, (i.e. your supervisor, co-worker, specialized trainer)? _____
- b. Who assigns your work? _____
- c. How much time does your supervisor/trainer spend with you during the day? _____
- d. Does your supervisor/trainer explain your assignments and give you help if needed? _____ YES _____ NO
- e. Does your supervisor/trainer review your job performance with you? _____ YES _____ NO

3. TIME & ATTENDANCE

- a. How many hours per week are you working? _____
- b. What is your hourly rate of pay? _____
- c. Do you sign in daily or punch a time clock? _____ YES _____ NO
- d. Are you paid by payroll check? _____ YES _____ NO

4. GENERAL:

- a. Do you have any problems with your job? _____ YES _____ NO
- b. Are you getting along with your co-workers and supervisor/trainer? _____ YES _____ NO
- c. Is there anything you particularly like or dislike about your job? _____
- d. Do you feel that the availability of the OJT contract assisted you in obtaining this job? _____ YES _____ NO
- e. Do you believe you will be hired permanently when the OJT is over? _____ YES _____ NO

CASE MANAGER'S SIGNATURE

Date

SUPERVISOR'S INTERVIEW SHEET

1. SUPERVISION & TRAINING:

- a. Do you have a copy of the OJT contract, job description, and training plan? ☐ YES ☐ NO
- b. Do you review the trainee's work progress with them? ☐ YES ☐ NO
- c. Do the trainee's work assignments agree with the OJT contract? ☐ YES ☐ NO
- d. Is the training plan being followed? ☐ YES ☐ NO

2. TIME RECORDS:

- a. Is the trainee required to sign in and out daily? ☐ YES ☐ NO
(Person monitoring should review current time card/sheets.)
- b. If not, is there a system to record time and attendance accurately? ☐ YES ☐ NO
- c. What is the trainee's hourly rate of pay? \$_____
- d. Does this match the OJT contract? ☐ YES ☐ NO
If no, explain _____

3. GENERAL:

- a. Is the trainee performing his/her work assignments satisfactorily? ☐ YES ☐ NO
- b. Do you have any concerns about the trainee? ☐ YES ☐ NO

- c. In general, are you satisfied with the OJT contract? ☐ YES ☐ NO

4. PERCEPTION OF PLANT/FACILITY

In your opinion, is the work site/training site unsanitary, hazardous, or dangerous to the trainee's health or safety?

☐ YES ☐ NO

CASE MANAGER'S SIGNATURE

Date

ON-THE-JOB TRAINING CONTRACT MODIFICATION

CONTRACT # _____ EMPLOYER NAME: _____

EMPLOYEE NAME: _____ ASSET PIN#: _____

EFFECTIVE DATE OF MODIFICATION: _____

ACTIVE OJT PERIOD: _____ TO _____

MODIFICATION

1. The contract ending date is changed to _____

2. The employee hourly wage is changed to _____

NOTE: An OJT Contract can be modified for wage increase only if additional training is required and can be justified and documented.

3. The total # of training hours is changed to _____

4. The contract total is changed to _____

5. Other modifications: _____

6. Reason for modification: _____

CONTRACTOR

Name _____

Title _____

Signature _____

Date _____

EMPLOYER

Name _____

Title _____

Signature _____

Date _____

TYPES OF OJT TRAINING PLAN MEASUREMENTS & TRAINING METHODS

TRAINING PLAN MEASUREMENTS

Demonstration of skills required to

Demonstration of ability to . . .

Oral or Written Q & A

Observation

Review/inspection of product

Completing tasks effectively

Being consistently punctual and
maintaining regular attendance

Demonstrating positive attitudes
and behavior

Presenting appropriate appearance

Exhibiting good interpersonal
relations

Supervisor evaluation and use of
check list

Supervisor assessment

Production measurement system

TRAINING METHODS

Classroom/workshop attendance.

Observation.

Oral instruction, practice and criticism.

Demonstration and practice.

Reading of instruction and procedural
manuals (specify).

Guided simulation.

Supplemental education/training to be
achieved on trainee's own time: obtain
GED within six months.

Develop math and reading skills.

Demo, observation, practice.

Expert demonstration.

Independent work.

Supported practice.

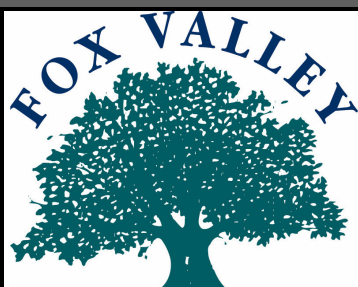
Skilled demonstration.

Trial and practice.

Controlled practice/application.

Video review.

OJT Certificate Sample



WORKFORCE DEVELOPMENT SYSTEM

This Certifies That

is eligible for job training reimbursements

**YOUR BUSINESS MAY BE ELIGIBLE TO
RECEIVE UP TO 50% OF THIS CANDIDATE'S
WAGES FOR THE AGREED UPON TRAINING
PERIOD. JOB ASSESSMENT EVALUATION AND
REFERENCE INFORMATION IS READILY
AVAILABLE THROUGH OUR AGENCY TO
NEGOTIATE THE TRAINING CONTRACT. IF
YOU ARE INTERESTED IN HIRING THIS
CANDIDATE PLEASE CONTACT US BEFORE YOU
HIRE THE PERSON FOR THIS JOB.**

**DISLOCATED WORKER CASE MANAGER
(920) 968-XXXX**



**WORKFORCE DEVELOPMENT
SYSTEM**

CERTIFICATE OF COMPLETION

THIS IS TO CERTIFY THAT

Participant Name

COMPLETED ON-THE-JOB TRAINING

WITH

ABC COMPANY

Case Manager Signature

Date