

North Central Workforce Development Area

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LOCAL DIRECTIVE

Directive #: 13-120 Rev 3

Date: December 1, 2022

TO: SkillsSource Staff and Service Providers

FROM: Lisa Romine, CEO

SUBJECT: On-the-Job Training Policy and Procedures

SUPERCEDES: Directive 13-120 Rev 2

Changes in this revision:

1) Adds procedure for increasing OJT wage reimbursement rate up to 75% if certain criteria are documented.

- Revises Compensation in Section 1.4 (pg. 8)
- Revises OJT Reimbursement Rate information, Sec 1.5 (pg. 9-10)
- Revises Payment Schedule in section 4.6 (pg. 20)
- Adds Appendix K, Reimbursement Rate Justification/Authorization (pg. 41)

2) Updates hyperlinks for online references and resources.

3) Removes references to National Emergency Grant #K2472.

4) General updates for readability and clarity.

Other programmatic updates will be provided in a subsequent revision.

NORTH CENTRAL
WORKFORCE DEVELOPMENT AREA

ON-THE-JOB TRAINING MANUAL



2023

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ON-THE-JOB TRAINING

NORTH CENTRAL WORKFORCE DEVELOPMENT AREA POLICY, PROCEDURES, AND PRACTICES

Introduction

OJT is authorized under the Workforce Innovation & Opportunity Act. It is often the preferred choice for occupational training available through the local One-Stop delivery system for qualified low-income adults—either working or between jobs—and dislocated workers. WIOA workers who need occupational training often find that they learn skills best through demonstration and practice. The other main advantage of OJT is that workers can “*earn while they learn*”. For businesses, a new or qualified existing employee can be trained the way the company needs them to be as outlined by the training plan in the contract. OJTs provide the added benefit to Employers of reimbursing a portion of the extraordinary costs of training.

OJT brokering to employers and employees is not uniquely a public service. Several private consulting firms market their expertise for setting up quality OJT plans within the United States and internationally. With rapid changes in industry and the trend toward cross-training, businesses are hiring consultants to carefully design their company’s training so that it is comprehensive, thorough, and benchmarked to skill standards. Both employers and employees benefit. Business expenditures on professional training consultants can be justified by compressed training time and skill standards that translate into increased productivity. Employees increase their skills and hence their potential earning power in the labor market.

WIOA service providers of the North Central Workforce Development Area are continuing to develop their expertise for the benefit of their business customers and Participants. The professional approach to contracting is in maintaining excellent customer service while at the same time putting together an OJT that meets or exceeds the program mission and legal requirements. This guide will explain the requirements for On-the-Job Training and cover procedures that are best practices to effectively utilize OJT for our worker and Employer customers.

We work with our business community to develop people’s full potential in the workforce. With OJT we have one of our best tools to facilitate training, helping to move the economy forward.

1 OJT Eligible Occupations

Labor market information that compares the projected demand for various occupations can assist workers in choosing OJT training in a field where more skilled workers are needed. Once the worker has researched their occupational goal, there are specific requirements for selecting any particular job opening as suitable for on-the-job training.

1.1 Occupational Demand

OJT may be considered for employment opportunities either in the local area, or in another area to which the individual is willing to relocate. OJT contracting when the worker plans to relocate is the exception. OJT options will fully explore utilizing the training expertise of local Employers for jobs in demand locally.

Supporting data for occupational demand will assist workers in making informed choices about on-the-job training. A wide range of labor market information is available. A few recommended sources include the Washington Occupation Information System (WOIS), and links to state and national data on the Employment Security web page--www.wa.gov/esd/lmea. Staff can go to the following web page to consult the Washington State current demand list: <https://esd.wa.gov/labormarketinfo/learn-about-an-occupation#/search>. In front of the Standard Occupational Classification (SOC) code for the occupational titles will be an indicator for “demand”, “decline” or balanced.

The Trainer may suggest asking a prospective Employer about inside industry information they may have access to. The local WIOA manager may approve the training if the worker may be well served through the OJT despite the lack of an official listing as a demand occupation. Rationale must be included in case notes.

Trainers will counsel workers about the importance of training in a field in which they have good potential for achieving full and adequate employment and self-sufficiency. Trends should be explored to gain more confidence that a particular occupation will build skills needed for long-term stability for the worker in the labor market. Trainers help their workers who choose on-the-job training to understand that the purpose is not to get the first job that comes along. OJT is not a “stop gap” employment solution. OJT should be developed from the objectives for occupational skills outlined in the Individual Employment Plan (IEP or ISS) and, whenever possible, aimed at starting on a career ladder leading to potentially *higher skills and higher wages*. WIOA training options, including OJT, envision upward mobility, development of new careers, and opportunities for nontraditional employment.

Licensed Occupations

Licensed occupations are usually not the focus of OJT funds regardless of occupational demand. Occupations such as licensed practical nursing, registered nursing or truck driving require state mandated testing before the necessary license is issued to work on the job. While it is true that even workers who have received training for a license can always use training when they start on a new job, OJT is predicated on training for a length of time that excludes the normal adjustment period. (See 4.5.1 explanation of Special Vocational Preparation.) However, the requirement of licensure for a specific occupation will not immediately rule out OJT training. A training plan

which provides an opportunity to obtain a license within the period of the OJT is permitted. Also, workers who are licensed, or whose license has lapsed may be served if their Individual Employment Plan shows a need for OJT. An example of the latter exception would perhaps be a licensed practical nurse who has successfully completed formal classes under an Individual Training Account (ITA) activity and passed the state exam for licensure. Nevertheless, the worker now requires significant intervention due to personal barriers in the practical application of LPN skills when starting to work. OJT may provide the necessary structure, oversight and support to make this Participant’s transition to work in the licensed field successful.

Low-Skilled Occupations

The following occupations, and those which are similarly low-skilled, are normally not eligible for OJT due to limited training content and limited opportunity. Older Youth or older Adult Workers with special needs who request OJT training in these, or closely related occupations, may receive consideration; this must be addressed in the OJT service case note.

| | | |
|------------------------------|-------------------------|---------------------------|
| Arcade Attendant | Domestic Service Worker | Process Server |
| Baggage Handler | Farm Laborer | Shoe Shiner |
| Counter Attendant –Fast Food | Greeter | Table Busser |
| Courier | Hand Packers | Vending Machine Attendant |
| Cleaner | Maid | Waiter/Waitress |
| Dishwasher | Mover | Weed Remover |
| Dog Bather | | |

The restriction on OJT against low-skilled occupations is intended to assist workers to achieve the maximum value for their training dollar.

1.2 Eligible OJT Positions

An OJT may be developed when the occupation is in demand and when the specific job opportunity meets the minimum standards for non-displacement, wages and full employment.

1.3 Non-Displacement—Incumbent Employee and Business Relocation

Incumbent Employee Protection

No worker shall be placed in an OJT position where an incumbent employee is on layoff for the specific position, or from one that is substantially the same. OJT is prohibited for a position made vacant by a former employee due to the termination of the former employee for purposes of obtaining training funds with a new employee.

OJT is prohibited if any incumbent employee will be displaced to their detriment in the workplace. Displacement either entirely or partially by a reduction in hours or wages is disallowed. An OJT must not be developed for positions where an incumbent worker has lost hours or their position from funding cuts. If at the time of OJT placement an incumbent employee will be adversely affected with respect to promotional opportunities, the OJT is disallowed. Absent any knowledge of the potential impacts upon an incumbent worker (s), the Trainer will discuss the prohibition

against displacement up front so that the matter is not overlooked until the new employee starts. The Employer must assure upon signing the OJT contract that displacement has not and will not occur. Discovered violations of the displacement clause after OJT placement could negate the contract. Efforts should be made to remedy the displacement if any occurs. A determination that intentional displacement has occurred in placing an OJT worker is sufficient cause to bar Employer contracting until at least the end of the next program year.

Business Relocation

OJT must not be offered to encourage or induce relocation of a business, or part of a business, if the relocation causes the loss of employment for any employee. If a business has relocated rather than expanded, workers may have lost their jobs. OJT may be allowed only after 120 days has passed from the start date of operations at the new business location. Employer participation is not guaranteed even following the 120-day moratorium if the dislocation resulted in whole or in part from a labor dispute. WIOA funds must not be used to either promote or deter unionization.

Union and Anti-Union Activities or Work Stoppages

No worker will be referred to or placed in an OJT position affected by a labor dispute involving a work stoppage, and no payments on OJT contracts may be made to an Employer during any periods of work stoppage at the OJT site. (See 4.9 Unionized OJT Sites.)

1.4 Wages

Compensation

During the term of the OJT contract employment compensation must be paid by salary or hourly wage. Jobs paid by commissions alone are ineligible for OJT contracting. A combination of a base salary plus commission may be considered when there is a reasonable expectation of long-term employment and self-sufficiency. Employers will be reimbursed monthly according to the OJT contract for up to 75% of the base wages paid during the month. Reimbursements will not be made on any commissions, bonuses or at an overtime rate. Any overtime work will be reimbursed at the regular contract wage rate.

Minimum Wage

OJT hourly wage must always meet or exceed the State or Federal minimum wage, whichever is higher.

Comparable Wage

OJT positions will be contracted for jobs that pay comparable wages for entry-level employees in similar industries within the labor market area. Trainers can assist the Employer and worker in learning about the range of wages by occupation and by labor market area provided on the Employment Security, Labor Market Economic Analysis (LMEA) branch web site at <https://esd.wa.gov/labormarketinfo>. If there is room for negotiation on a wage rate, trainers will advocate for a starting wage that will likely help the worker to successfully complete OJT taking into consideration financial resources and needs. The Trainer will document in the IEP and /or case notes the path likely to lead to self-sufficiency that each OJT helps to facilitate.

Wage Cap

A wage cap is an upper limit on the hourly wage rate that is eligible for reimbursement. A reimbursement rate, or reimbursement level, refers to the percentage of the OJT participant's hourly wage or wage cap that can be reimbursed to an employer. The wage cap is set at the average hourly wage rate for each state. The training reimbursement percentage is applied against the participant's wage rate unless the wage rate exceeds the state's average hourly rate. When the latter occurs, the training reimbursement percentage must be applied against the state's average hourly rate. The average hourly rate for all occupations in WA State can be found on the BLS site https://www.bls.gov/oes/current/oes_wa.htm#00-0000.

1.5 Reimbursement Rates

The typical reimbursement rate to employers who train SkillSource participants on-the-job is set at 50 percent. SkillSource will authorize reimbursement to employers up to 75 percent when at least two (2) of the following criteria are met (document all that apply):

- Proposed participants face one or more barriers to employment as determined by WIOA Section 3(24) which includes: displaced homemakers; low income individuals; individuals with disabilities; older individuals age 55 and older; ex-offenders; homeless individuals; youth who are in or have aged out of the foster care system; ELL, low literacy level or individuals facing substantial cultural barriers; migrant and seasonal farmworkers; single parents; L/T unemployed individuals.
- Employer size is 100 or fewer employees.
- Training leads to an industry-recognized credential, advancement opportunity or other tangible professional benefit to the participant(s). An industry-recognized credential is either 1) developed and offered by, or endorsed by, a nationally- or regionally recognized industry association or organization representing a sizeable portion of the industry sector, or 2) a credential that is sought or accepted by companies within the industry sector for purposes of hiring or recruitment, which may include credentials from vendors of certain products. See TEGL 15-10 for definitions and examples of IRCs.
- Employer commits to increase wage and benefit level of the participant(s) a minimum of five (5) percent either during or after the OJT. An example would be the starting OJT wage is \$20.00 per hour and the trainees wage increases to \$21.00 per hour during or after completion of the OJT.

Trainers will document the criteria that apply, approved reimbursement rate (determined using the sliding reimbursement scale below), and manager approval for increased reimbursement using Appendix K. The OJT case note will also include the criteria and approved reimbursement rate.

Sliding Reimbursement Scale above 50 percent reimbursement

Employer reimbursements above 50 percent and up to 75 percent are calculated based on the following criteria:

b) Participant skills gap: When a minimum of two (2) criteria outlined in the reimbursement rates section above are met, a sliding scale up to 75 percent may be used. The employer may be

reimbursed according to the scale below after determining the when the skill gap ranges of all OJT participants:

- 0% - 25% skill gap = 50% reimbursement
- 26 % - 35% skill gap = 60% reimbursement
- 36% - 45% skill gap = 65% reimbursement
- 46% or above skill gap = 75% reimbursement

All contracts and worksheets should reflect the approved reimbursement rate. See Appendix K.

1.6 Employment Benefits and Employment Conditions

Benefits and working conditions will be at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work as OJT Participants.

1.6.1 Full Employment

OJT is intended for “regular” full-time positions. OJT for part-time positions is allowed only if indicated in the Participant’s IEP. Sufficient reason must be recorded by the Trainer as to why less than full-time employment is necessary to best serve the Participant. Reasons may be related to disability, health, pregnancy, or extenuating circumstances. The following local definitions and rules apply to status and position duration:

- (1) **Full-time**—Full-time employment in a regular position means no less than an average of 32 hours per week during the term of the OJT contract and 1664 hours annually or more.
- (2) **Part-time**—Training managers may approve OJT for part-time positions providing no less than 1040 hours annually.
- (3) **Seasonal employment**—Jobs in fields that are often seasonal, such as construction or agriculture, may be approved provided the position is regular--not temporary--and provides recurring employment of no less than 1040 hours per 12-month period.

1.6.2 Health and Safety

An OJT position may only be developed where the health and safety standards established under federal and state law, and otherwise applicable to the working conditions of employees, will apply equally to the health and safety of the OJT Participant.

Workers must be covered by State Worker Compensation or private medical and accident insurance. Disability or income loss insurance is not required.

2 OJT Eligible Workers

To participate in an OJT a worker must be WIOA eligible and complete an assessment indicating that OJT is appropriate. Workers may be eligible if they need training to obtain or retain employment, and are priority 1 or 2, or dislocated workers. Workers may be eligible if they are unemployed, or employed and need to upgrade their skills to retain their job and advance toward self-sufficiency. Recently employed workers, within 30 days, may also be eligible for OJT if all

eligibility, priority and self-sufficiency requirements are met including a demonstrated lack of entry-level skills for the position.

2.1 WIOA Eligibility

- Priority 1 or 2*, or dislocated
- Have not been able to obtain satisfactory employment**
- OJT is a suitable activity as documented in the Individual Employment Plan (IEP/ISS)

*WIOA permits OJT training to employed workers who are not earning a self-sufficient wage (sec. 5).

**There is no required minimum number of failures to obtain employment before a worker may qualify for an OJT.

2.2 Assessment

Beyond meeting eligibility criteria, the Trainer assesses the need of a worker for training services and OJT in particular. The assessment process provides the comprehensive information needed to form the Individual Employment Plan (IEP). The IEP is an ongoing strategy jointly developed by the worker and the Trainer that identifies the Participant's employment goals, the appropriate objectives, and the appropriate combination of services for the worker to achieve their employment goals (4.5.3).

2.2.1 Assessment Process—Self Referral or Employer Referral

OJT may be offered to those who lack the related education and experience required for the occupation. The process for assessment may be initiated by the worker who has progressed from *Core* to *Intensive* services in search of assistance to obtain employment. Another possibility is that an employer who is aware of OJT services refers a potential OJT candidate for assessment with intent to hire at the outset. The applicant and employer must be informed that the applicant is required to complete the assessment process prior to OJT contracting

2.2.2 Assessment Components

Workers complete their assessment with their Trainer. Assessment is comprehensive consisting of the following kinds of work-related information on a Participant:

- Formal educational level completed
- Basic Skills evaluation, e.g. *CASAS* testing
- Occupational interest and aptitude assessment, e.g. *Career Scope*
- Evaluation of previous work history and experience
- Work Maturity:
 - attendance and punctuality
 - completing tasks
 - interpersonal skills
 - positive attitudes and behaviors
 - appropriate appearance
- Interviewing
- Resume writing
- Career goal setting

Barriers to employment

All OJT candidates must complete CASAS and Career Scope assessments prior to OJT. Considering the large array of variables, worker assessment amounts to a process of discovery with an individual and not a hurried checklist. To contract an OJT, the Trainer must show how it serves as a desirable strategy for improving occupational skills and meets with the customer's personal choice in their circumstances. Contracting an OJT cannot take place until the IEP indicates that it is appropriate and until the worker signs the IEP.

Work Maturity Deficiencies

If the assessment indicates a lack of work maturity or other needs, the worker may not be OJT ready. Workers for OJT have usually demonstrated work maturity. OJT has a good chance of success if the worker shows up for work on time and gets along with others. With work maturity established, the Employer can concentrate on building skills. Deficiencies in work maturity will be documented in the IEP. Workers who are not entirely work mature may be eligible for an OJT if the potential Employer is aware of the deficiencies and included in the OJT contract is the plan to bring the worker up to workplace standards.

3 OJT Eligible Employers

OJT is provided under contract with an Employer in the public, private non-profit, or private sector. Trainers usually contract with well-established Employers who will honor the public trust of the program. Preferred Employers are those who develop a record of success in training employees and who honor the terms and conditions of their contracts for OJT. Immediate supervisor/trainee ratio must not exceed 1:8. Startup companies may not have the resources or systems in place to provide quality training. The Trainer will advocate for quality training and continued employment for all Participants. A *pre-contract review* of favorable conditions will precede OJT contracting. (See 4.1 Pre-Contract Review.)

3.1 Prohibited Practices

Employers may be eligible to contract an OJT if the Trainer is satisfied that none of the following prohibited practices exist:

3.1.1 Displacement

Prohibition against displacement of incumbent workers is discussed in 1.3.

3.1.2 Licensure

Trainers ensure that the company desiring to contract training has a business license.

3.1.3 Conflict of Interest

No grantee, contractor, sub-grantee, or sub-contractor shall engage in any conflict of interest, real, implied or apparent, in the selection, award or administration of a contract or grant. *OJT contracting must be conducted by training professionals and employers in a manner that is objective and independent of personal interests. A business or organization represented on the Workforce Development Council (WDC) may employ OJT workers if the same standards for*

selecting OJT employers who are not members of the WDC are applied, and the WDC member does not participate in the process to select OJT employers.

3.1.4 Nepotism

A conflict of interest, real or apparent, exists when a Participant's family member, as listed below, is engaged in contracting the OJT. Additionally, an OJT position may not be developed when the owner or supervisor at the workplace is related to the worker as one of the following:

- Father or Father-in-law
- Mother or Mother-in-Law
- Step parent
- Husband or wife
- Son or son-in-law
- Daughter or daughter-in-law
- Brother or brother-in-law
- Sister or sister-in-law
- Grandfather or Grandmother

3.1.5 Political and Sectarian Activities

Employers shall not assign OJT workers to work on any political activities. In addition, OJT trainees may not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship. (CFR 20 Section 667.266).

3.1.6 Construction Trade OJT

Because there are many apprenticeship programs available in the construction trades and since there are few vocational programs in the construction trades, and since SkillSource believes that some type of formal instruction is necessary to become a skilled craftsman, enrollment in at least year one apprenticeship classes is ordinarily required as a condition of contracting for an OJT. Exceptions are made in cases of extraordinary circumstances (i.e.: location of employment is extremely remote in comparison to location of apprenticeship classes and must be approved by the Executive Director). For apprenticeship classes on the ETPL, ITA costs may be paid by SkillSource. Construction Trades include but are not limited to: Electrician, Carpenter, Pipefitter, Sheet Metal Worker, Plumber, Welder, Mason.

3.1.7 Pattern of Failure

An OJT contract must not be entered into with an OJT Employer who has previously exhibited a *pattern of failure* to provide OJT workers 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.

SkillSource defines a *pattern of failure* to exist when:

An Employer has failed to offer continued long-term employment to two or more workers in the previous two-year period. “Long-term employment” means the worker is still employed with the OJT employer at least 90 days following exit. Mitigating circumstances will be considered including an OJT worker who quits voluntarily, a worker released for cause or released due to unforeseeable changes in business conditions. A determination of an Employer pattern of failure prohibits OJT contracting until the end of the next program year.

Trainers will evaluate *pattern of failure* before negotiating an OJT contract. If a pattern of failure exists, the trainer will consult the Training manager for final determination. A record of the pattern of failure findings will be noted in the Employer file and database and no OJT may be contracted until at least the end of the next program year. After the moratorium for a *pattern of failure*, the Employer may be eligible for OJT contracting again if a review indicates substantial changes will ensure the success of future placements.

3.1.8 Substandard Training

The training manager has the discretion to refuse contracting if there is a pattern of substandard training or working conditions and not necessarily a pattern of failure as described in 3.1.7.

3.2 Former Employee Rehire

OJT may be requested by an Employer for rehiring a former employee. The only instance where OJT would be allowed upon rehire is when the Employer contracts to upgrade skills. (See 5.)

4 OJT Contracting Requirements

OJT contracting follows the green light from the pre-contract review and the worker assessment process. Contracting involves a determination of jurisdiction, the elements of the written contract, length of training, Employer payment, and labor concurrence.

4.1 Pre-Contract Review

The pre-contract review is the necessary research and discussion with the Employer to ensure satisfactory conditions for contracting training and to learn about the training specifics for the OJT.

To conduct a pre-contract review of an OJT site the Trainer will:

- Make arrangements to meet with the Employer at the workplace before agreeing to or presenting a training contract for signature. *On site pre-contract reviews are mandatory for Employers who have not previously contracted OJTs with the local training provider.*
- Explain the features and benefits of the OJT.
- Explain the goals for quality training, contracting requirements, and general information on payment.
- Obtain identifying and contact information about the business
- Cover the Agreements, Assurances and General Conditions (Appendices H, I & J) for contracting and obtain the Employer’s signature for concurrence.
- Obtain information for OJT task analysis (Appendix C)

Information about the proposed OJT will be recorded on the OJT worksheet (Appendix D).

The worksheet includes:

- the Participant's name
- OJT training title, SOC code and O*NET Zone #
- business name, address, phone, federal Employer Identification Number (EIN)
- business representative's name, position title
- findings about occupational demand, wage, benefits, start date
- numbers of prior OJT contracts and performance
- training outline with relative percentages of the overall job
- provision for reducing the percentages of tasks for prior experience of the Participant
- required formal training classes and/or necessary tools or equipment

IMPORTANT: When the business has relocated from one labor market area to another, the pre-contract review will include certification by a company official that 120 days has passed since the start of operations in the new location. (Fill out Appendix E for evaluation)

The pre-contract review may show that the OJT position, the Participant, and the Employer are eligible; however, the WIOA Service Provider is not required to contract with the Employer for OJT training services. The decision to proceed with an OJT depends upon available funds and the benefit that can be expected.

4.2 Jurisdiction

OJT jurisdiction is determined by the location of the primary place of business where the worker will be trained. Most of the time there is no question of jurisdiction because the applicant for WIOA services is counseled to apply near where they live and subsequently obtains an OJT offer in the same area. Occasionally the OJT offer is in another Workforce Development Area. In this situation the Trainer must either transfer the case file to the WIOA services provider in the area where the OJT will be conducted; or obtain permission to contract the OJT. Out-of-area OJT contracting should be the exception since the distance from Trainer to job site can prove difficult for monitoring purposes.

4.3 Minimum OJT Contracting Elements

- (1) The names of the Participant, Employer, and training services provider
- (2) A brief but comprehensive two-level training outline. The training outline will be sufficiently detailed to distinguish the unique skills of the occupation and includes tasks which the Employer is confident the worker can learn to the full and adequate performance level of the job within the time set for the OJT.
- (3) The start date and end date (See 4.4, 4.5)
- (4) The maximum amount payable for OJT training costs
- (5) The starting wage rate or salary
- (6) Specified formal training classes included in with the OJT—providers, dates, costs
- (7) Required tools, equipment or uniforms—items and costs
- (8) Agreements specifying the respective roles of the Employer, worker and training services provider
- (9) Assurances that the Employer will comply with grant and government regulations

4.4 Contract Start Date—30-Day Window

Ordinarily OJT contracts will be signed by the first day of training. OJT contracting may begin within a 30-day window from starting a new hire or incumbent employee on the new job. Assessments must be complete before starting a contract. Concern for meeting the 30-day window on OJT contracting must not diminish careful assessment. Employers who start training before having a contract must be informed about the pre-contracting requirements.

4.5 Length of Training—Maximum and Minimum

OJT contracts specify the skills to be learned by a future date and the schedule for payment to the employer. The length of an OJT is the time it takes for the worker to meet the workplace standard as determined by the:

- Skill requirements of the occupation
- Academic and occupational skill level of the Participant
- Individual Employment Plan

Most OJT contracts will be 6 months or less, and in no case will contracted training exceed 1440 hours or 36 weeks in duration. OJT contracts must have enough training content to warrant at least 340 hours.

4.5.1 Skill Requirements and Standard Length of OJT Training

The Trainer conducts a job analysis with the Employer to determine the content of the training such as the job title, job description, skills required, and wage rate. Once the Trainer understands the proposed OJT job opening, the task requirements will be matched to the closest SOC code in the O*NET system. O*NET gives ranges of training times for about 1000 job titles using the Standard Occupational Classification (SOC) codes. The URL is <http://onetonline.org>.

O*NET assigns each job title to a Job Zone of occupations requiring similar lengths of training. Zones are numbered from 1 through 5 based upon a range of Specific Vocational Preparation (SVP) levels (a scale from 1 to 9). Specific Vocational Preparation is defined as *the amount of lapsed time required by a typical worker to learn the techniques, acquire the information, and develop the facility needed for average performance in a specific job*. Normal time adjusting to a new job for a fully skilled worker is not counted. Job Zones 1, 2 and 3 have the following correspondence with the SVP:

| | | |
|------------|---------------|---|
| Job Zone 1 | SVP 1 to <4.0 | Training by short demonstration to less than 6 months |
| Job Zone 2 | SVP 4 to <6.0 | Training from 6 months to less than 2 years |
| Job Zone 3 | SVP 6 to <7.0 | Training from two years to less than 4 years |

The Job Zone and SVP range is available from the O*NET SOC summary report. SVP originally was a component in the DOT coding system. The Department of Labor has phased out DOT codes but saved the SVP as a component of the new SOC codes to provide an indication of the length of combined classroom training and work experience needed for various jobs. Notice that Zones 4 and 5 are not listed above. The higher Zones are excluded as they may require baccalaureate or post-baccalaureate education. If an OJT is written for positions in these zones, use zone 3 length of training parameters. Conversion to OJT standard or special training lengths is achieved by using

the O*NET system to determine the occupational *Job Zone* and referring to Table 1 —Procedure for Determining OJT Training Hours.

Table 1
PROCEDURE FOR DETERMINING OJT TRAINING HOURS

| O*NET SOC Zone # | SVP LEVEL (Measure of Total Average Education and Experience for the Occupation) | STANDARD OJT TRAINING HOURS | SPECIAL TRAINING HOURS |
|------------------|---|-----------------------------|------------------------|
| 1 | < 4 | ≤ 672 hours | ≤ 840 hours |
| 2 | 4 to < 6 | ≤ 840 hours | ≤ 1040 hours |
| ≥ 3 | ≥ 6 | ≤ 1040 hours | ≤ 1440 hours |

Maximum OJT Training Length by SOC Code and Zone #

1. Locate the appropriate Zone number in the O*NET database searching by occupational title or SOC code. The URL is: <http://onetonline.org>
2. Next, stipulate the hours of training not to exceed the Standard or Special training hours indicated in the same row as the Zone number in the table. The decision to add hours to the standard training time will be based upon the Trainer’s assessment of any barriers to employment that may influence the worker’s need for a longer OJT training period.
3. Calculate the overall percentage deduction on the OJT Worksheet from the hours determined in step 2 using the procedure in **4.5.2** for any prior education, formal training, or work experience the worker has.

NOTE: OJTs must have enough training content to warrant at least 340 hours. The maximum training length must not exceed 1440 hours or 36 weeks, whichever comes first.

EXAMPLE

Dental Assistant

O*NET SOC 31-9091.00

1. Zone 3; SVP 6 to < 7; From Table 1-- Standard Hours \leq 1040 hours; Special Hours \leq 1400 hours.
2. The Trainer determines that the Standard Training period is appropriate: 1040 hours.
3. Prior knowledge, skills and abilities of this Dental Assistant position will total only 5% for purposes of this example. Percent of training needed is 95%.
4. The OJT training time is computed at $.95 \times 1040$ hours = **988 hours**

Adjusting the Hours of the Standard Length of OJT Training

The Trainer may find in the pre-contracting review that the tasks of the job are more complex than the usual and customary standard tasks associated with the job. Adjustments to the standard length of training may also be necessary to accommodate the special needs of a worker for disability or other barriers to employment. (See 4.5.3.)

4.5.2 Academic and Occupational Skill Levels of the Worker

Besides the two steps of (1) reviewing the SOC summary for occupational content including the SVP range in O*NET and (2) converting to OJT training hours, the Trainer will account for the worker's academic preparation and prior work experience. The Trainer interviews the Employer regarding the OJT utilizing the OJT worksheet (Appendix D) as a guide for covering contracting considerations (4.1). Together the Trainer and Employer evaluate the training outline and the percentage of time that each task will be of the overall job. Then the Trainer assesses the prior education and work experience of the worker. Percentage reductions will be made for each task group on a training outline according to the following formula:

| | |
|-----|------------------|
| .0 | not skilled |
| .2 | somewhat skilled |
| .4 | partly skilled |
| .6 | semi-skilled |
| .8 | mostly skilled |
| 1.0 | fully skilled |

Each task group as a percent of the overall job is reduced by the worker's existing skill level. For example, an Employer has assigned 20% of the overall job to the task of "replace defective brake shoes or pads" and the worker's assessment shows an existing skill level of .4 (partly skilled). The 20% that the task comprises of the overall job is multiplied by .4 resulting in an 8% reduction in the total hours of training.

4.5.3 OJT and the Role of Individual Employment Plans

The academic background and prior work experience used to adjust standard SOC training times are major components of an IEP (See 2.2 Assessment). Also relevant to setting the training period for an OJT are any barriers to employment recorded in the IEP. The IEP will serve as a record to validate trainer findings used to adjust the training period. The Trainer will take into account the OJT Participant's learning style and/or life circumstances which may affect the rate of learning a particular set of skills to the full and adequate performance of the job. Examples of barriers that may indicate increasing the standard training time due to the needs of the individual are disability, low basic skills, pregnancy, etc.

4.5.4 Sequential Training Activities and Reduction in Training Length

An IEP may suggest the combination of an ITA activity followed by a short OJT. This may be appropriate either to serve workers who seek on-the-job training in higher skilled occupations following classroom training; or, to accommodate the needs of workers who require work-based learning even for jobs in Zones 1 and 2 after classroom training. The length of the OJT will be evaluated for reductions from the standard length using the OJT worksheet. (See 4.5.2.)

4.6 Contract Payment

Payment to the Employer for OJT training is limited by statute to reimbursement for up to 50% of the wage rate of the worker for the extraordinary costs of providing the training and additional supervision related to the training. There may also be costs associated with formal training such as pre-vocational classes. Ordinarily uniforms, tools and equipment that the Employer may require would also be included in the contract.

4.6.1 Monitoring and Payment

The contract will specify the start date, the wage rate per hour, and the total hours of on-the-job training to be conducted by the Employer for the worker. Progress according to the contracted OJT training plan will be monitored by the Trainer on a monthly basis and a record will be kept in the file. Trainers will visit the training site each month to discuss training progress with the supervisor and trainee. If appropriate, the trainer may participate in or observe the evaluation. This is to be scheduled to coincide with collecting the monthly invoice and obtaining verification on hours worked and wages paid.

Employer Time and Attendance Records

The Employer is required to maintain daily attendance records for each worker employed under an OJT contract at the work site. The actual form of time and attendance is less important than the existence of accurate and verifiable records that must be maintained and made available for review upon request. Accurate time and attendance records are the source documents for invoicing on OJT contracts.

Invoicing

Following the first calendar month, and approximately every 30 day period thereafter until the end of the contract, the Trainer will request a completed invoice from the Employer. The invoice will be a record of the hours worked and paid for during the payroll period along with a short, written checklist of progress on training tasks and workplace behaviors. The progress evaluation is to be used to note skills that the worker is learning well and any areas that need improvement. The invoice must be signed by the Employer representative and by the worker. Upon review of the invoice and verifying payroll records (paystub, payroll register), the Trainer will process the payment with manager approval and address any difficulties so that the OJT worker has every chance of success. Verification of payroll must be attached to invoice in order to process payment. The trainer may also include a copy of the payroll record in the participant file.

Payment Schedule

The training manager will approve or disapprove OJT invoices for payment. Up to 75% of the gross monthly wage will be reimbursed monthly based upon the contracted wage rate paid for the hours worked and an approved invoice. (See Section 1.4 for qualifying factors for 75% reimbursement rate.)

Contract Deviations/Modifications

Trainers may encounter contract deviations such as:

- Hours of training delivered less than contracted for
- Training scope is narrower than contracted for
- Training quality is substandard

The Trainer will address any contract deviations with the Employer such as fewer hours, lower wages, or quality of training issues that may hinder the success of the OJT.

Employer payments will be based upon the hourly wage for no more than the contracted hours within the contracted time period. The 50% percent monthly payment will be for the hours the employee worked at the originally contracted hourly wage. Overtime hours will be reimbursed at contracted hourly wage. The contract will end either at the end date specified in the contract, or upon reaching the maximum hours of training, whichever comes first.

If there is an issue of a narrower scope of training than originally contracted for it will be addressed during monthly monitoring. Actual training that covers fewer skills than what is contracted for requires an adjustment of the training outline as soon as possible. Trainers will make all efforts to ensure successful OJT contracts by addressing any deviations when first discovered.

4.6.2 Employer Costs

Employers are not required to document extraordinary costs to qualify for up to 50% reimbursement of the wages on OJT contracts. However, costs incurred by the Employer for formal training classes, tools, equipment, or uniforms will be itemized in the OJT contract and supported by receipts signed by the Participant. (See 4.6.4 and 4.6.5.)

4.6.3 Formal Training Classes Included in an OJT

Formal Training classes included in an OJT must be funded as an ITA unless either of the following applies:

- 1) The Employer pays at least 50% of the costs for the customized training classes.
- 2) The formal training consists of short-term pre-vocational classes totaling 100 hours or less and costing \$1000 or less (see Directive 06-74)

Examples of formal training that an Employer might request are one or two vocationally-related college classes, a factory training school, a required occupational seminar, or a home study course that supplements the training provided by the Employer. Formal training, and costs if any, will be listed in the OJT contract. The costs of formal training classes may be reimbursable to the Employer or may be paid directly. Though cost sharing is required in the case of Customized

Training, Trainers will encourage 50/50 cost sharing with employers for any formal training included in an OJT.

Costs to supplement the worker's training may be incurred for tuition, books, fees, supplies, travel, meals, lodging or other allowable expenses related to training. Reimbursements must be substantiated by vendor receipts signed by the worker. Wages paid for time spent in formal training activities may be counted for reimbursement under the OJT payment rules (4.6.1); and if the classes are considered customized training, wages paid during class hours will count toward the Employer's contribution.

Training Provider Requirements

OJT is not subject to approved training provider provisions as required for an ITA. Employer performance will be measured under the *pattern of failure* provision (3.17).

4.6.4 Tools / Equipment/ Uniforms

Tools, equipment and uniforms required by the OJT Employer are allowable costs payable at 100% with the following conditions:

1. Tools, equipment and uniforms are provided for workers and must be necessary to complete the training objectives.
2. The tools, equipment and uniforms remain the property of the WIOA program while the worker is in training.
3. Upon successful completion of the OJT training and upon retaining the OJT job or other similar employment, the tools and equipment become the Participant's property to assist them at their job.
4. In the event the OJT is not completed according to contract but the worker obtains training-related employment prior to completion, the tools and equipment may become the property of the worker to assist them at their new job.
5. Tools and equipment will not become the property of the worker unless training-related employment is secured.
6. The tool, equipment and uniform cost per worker is limited to \$1000.

An OJT contract that requires the worker to obtain their own tools must include the Tool and Equipment Agreement signed by the worker and Employer. (See Appendix J.)

4.7 Labor Laws

Workers under contract for OJT are considered employees of their public, private or non-profit Employer. WIOA worker status does not exempt the Employer from any applicable federal or state regulations regarding wages and overtime pay, prevailing wage laws, conditions of employment,

health and safety standards, worker's compensation insurance, or collective bargaining agreements. The Employer assures that labor standards will be met.

4.8 Unionized OJT Sites

No OJT contract shall impair existing contracts for services or collective bargaining agreements. Before a contract can be undertaken at a unionized job site, the Trainer will ask the Employer to give a copy of the contract to the union representative to obtain concurrence. The Employer will obtain the agent's written concurrence before proceeding with the training contract if the agent finds any provision of the training contract is inconsistent with the collective bargaining agreement.

4.9 Agreements, Assurances, General Conditions

"Agreements and Assurances" are referenced in the body of the OJT contract and must be signed by the Employer and attached to the OJT contract (see Appendices H, I, J). The language contained in this section of the contract reflects the compliance requirements of the WIOA, the Department of Labor's regulations, the State of Washington WIOA policies, other relevant federal and state laws affecting employment, and local policies of the North Central Workforce Development Area. Signed copies of *Agreements and Assurances* for individual Employers will be included as part of each contract. A copy of the contract including *Agreements and Assurances* is given to the Employer and the worker.

4.10 Amending the Contract

Contracts may be modified to best suit the needs of the Employer and the worker. All modifications will be in writing and signed and dated prior to the effective date of the modification.

OJT contracts may require modification for a variety of reasons. These may include:

- changes to the training plan to more accurately reflect the training that will be provided. This may entail changes in the training due to business necessity, learning difficulties, or newly discovered aptitudes.
- extension of the contract end date to accommodate a brief period of illness, layoff, or other unexpected contingency that interrupted the training; or, foreshortening of the contract to reflect a reduction in the number of training hours necessary.
- training enhancements or tools and equipment not identified in the initial contract but subsequently identified as necessary and reasonable.

Contract modifications must be initialed and dated by the Employer, Worker, Trainer, and Manager.

5 Training and Wage Progression for Employed Workers

In order to provide OJT for an underemployed worker, the following must apply:

- 1) the individual is not self-sufficient at the time of application.

- 2) the new OJT provides training in a new job that introduces new technologies, new production or service procedures or requires additional skills or workplace literacy. (20 CFR 663.705 (c)).
- 3) the starting OJT wage is at least 90% of the current self-sufficiency wage rate.
- 4) If less than the self - sufficiency wage rate, the employer provides a wage progression plan which outlines future pay increases until the individual reaches self-sufficiency rate, which shall be no more than two years after OJT completion.
- 5) the plan is to be submitted to the managing director for review prior to committing an OJT contract.

6 Equal Opportunity

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity. The full nondiscrimination assurances can be found at [29 CFR Part 38.25](#).

APPENDICES

- A. Steps To Developing an OJT Contract**
- B. Task Analysis Criteria and Creation**
- C. OJT Job Task Analysis Worksheet**
- D. Length of Training Calculation**
- E. Relocation or Expansion / Employer Statement of Job Loss**
- F. OJT Contract Example**
- **Signature Page**
- **Payment Description**
- **Training Outline**
- **Monthly Invoice**
- **Monthly Evaluation**
- G. OJT Agreements**
- H. OJT Employer Assurances**
- H. I. OJT General Conditions**
- I. Tools and Equipment Agreement**
- K. Reimbursement Rate Justification/Authorization**

Appendix A

STEPS TO DEVELOPING AN OJT CONTRACT

- 1) If a new business (never done an OJT), make a site visit to review OJT specifics with Employer. Go over the following:
 - a) Determine if it is a business relocation or expansion. If a relocation, fill out questionnaire if a new business to the area.
 - b) Review Assurances and Certifications.
 - c) Explain OJT purpose, process and payment procedure.
- 2) Select task outline template and customize with employers input
- 3) Complete OJT Worksheet
 - a) general information
 - b) analyze task percentages and reduction factor
 - c) id formal classes/ tools
 - d) id special barriers
 - e) Complete rest of worksheet
- 4) Run Estimated end date & include on OJT Worksheet
- 5) Package OJT for submission
 - a. Task Analysis Outline
 - b. OJT Worksheet
 - c. ONET OJT Calculation Printout
- 6) Receive printed contract w/ invoice & evaluations
- 7) Obtain signatures and distribute to employer, file and accounting dept.

Appendix B

TASK ANALYSIS CRITERIA AND CREATION

A. Basic criteria for a TASK ANALYSIS

- 1) Two leveled. Includes Task Groups and short tasks within in each group. Each task description should not be too long as to require more than one line.
- 2) Does NOT include business/company specific information. Use nonspecific terms (ie MIS system vs. SKIES)
- 3) If a company specific task analysis is desired, state it in the title and request a new identifier.
- 4) Include a sufficient number of task groups and tasks to adequately describe the job that will be done and that, to the extent possible, matches the tasks described in the O*NET task description.

B. Developing a Training Outline Using an Existing Outline Template

- 1) Meets Basic Criteria of a Task Analysis
- 2) Determine what tasks need to be eliminated. If 50% or more, then find a more appropriate outline.
- 3) Customize template (add /delete) tasks and task groups
- 4) Turn in with OJT paperwork
 - a. Customized outline is created/ printed for contract
 - b. An outline and contract number are generated
 - c. This outline is NOT saved as a new template

C. Creating a NEW Outline Template

- 1) Meets Basic Criteria of a Task Analysis
- 2) Select appropriate O*NET code for that job title. Use O*NET task description as a starting point if desired.
- 3) Use other methods such as DACUM, Employer input, other sources to create list.
- 4) Create task analysis using two-tiers
- 5) Turn into data entry for template creation prior to remaining OJT documents
- 6) Receive task outline and continue OJT contract development.

Appendix C

OJT WORKSHEET

Date: _____ OJT INT Outline#: _____ Contract#: _____

Name: **JANE DOE** (000000000) Special: _____ Fund: _____ Rep: _____

Employer: _____ Phone: **0000000**

Mail Address: _____

Site Address: _____

Trainee's Supervisor: _____

Business Type: PRIVATE _____ PUBLIC _____ NON-PROFIT _____ Tax ID#: _____

FOR BUSINESS RELOCATION: When will the business expand or commence operations at new location? (date): _____ Name, address and phone for business location if downsized or closed: _____

IMPORTANT: ATTACH JOB LOSSES STATEMENT FROM EMPLOYER

Start Date: _____ End: _____ Wage: _____ hr|mo Hrs/Wk _____ Add Wks _____

JobTitle: **RECEPTIONIST/ADMINISTRATIVE SECRETARY**

OnetCode: **43-4171.0003** (109) Regular Hrs: 840 Special Hours: 1040

DEMAND OCCUPATION: _____ Source: _____

*.2-somewhat skilled .4-partly skilled .6-semiskilled .8-mostly skilled 1-fully
Specific Training Tasks: (No prior skills_) %of Reduce Prev.

Job By* skill%

| REGISTRATION | | | | |
|--------------------|--|--|--|--|
| TELECOMMUNICATIONS | | | | |
| CHECK OUT | | | | |
| MARKETING | | | | |
| CLERICAL | | | | |
| | | | | |
| | | | | |
| | | | | |

Prev: _____

% Of Hours Allowed (100% - Prev) = _____%

Reduced by _____ hours

FORMAL TRAINING CLASSES

\$

\$

TOOLS/EQUIPMENT/UNIFORM

\$

Total: \$

Employer pattern of failure? Yes ___ No ___

Appendix D

ONET OJT Calculations Program

Enter ONET Code: _____ { 11-1111.11 } Zone: _
Enter Start Date: __/__/____ Enter Hrs/Week: ____.
Enter Salary: _____.__ Wage will be (salary / (hrswk * 4.3))
Hourly Wage: _____.__ Special(Y/N): _
Add Weeks: __. % of Hours Allowed: ____.
Final Adj Hours: _____. (-) Reduction of _____. Hrs = _____.
Total Training Payment: _____.__ Reimbursement rate: _____
Estimated End Date: __/__/____ = Aprox. __. weeks
Follow-up Date: __/__/____
<Escape> To Exit <Tab> To Previous Fields <Alt-F1> to Print

Manager Approval: _____

Date: _____

Appendix E
Business Relocation / Statement of Job Loss

EMPLOYER STATEMENT OF JOB LOSSES AT FORMER LOCATION: _____

WARN NOTICE FILED? YES NO REVIEW _____

WAS A COLLECTIVE BARGAINING AGREEMENT IN PLACE AT THE FORMER LOCATION? YES NO

IF YES, PLEASE PROVIDE THE NAME OF UNION REPRESENTATION:

CONSULT WITH LABOR REPRESENTATIVE WHENEVER ANY DISLOCATIONS FROM RELOCATION OCCURED.

SUMMARY OF DISCUSSION WITH UNION REPRESENTATIVE:

AS THE AUTHORIZED OFFICIAL OF (COMPANY NAME) _____, I CERTIFY THAT THE INFORMATION SET FORTH ABOVE IS TRUE AND ACCURATE. (COMPANY NAME) _____ AGREES TO DEFEND, INDEMNIFY, AND SAVE THE STATE OF WASHINGTON, THE NORTH CENTRAL WORKFORCE DEVELOPMENT COUNCIL, SKILLSOURCE AND THE REVIEWING ENTITY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGES, COST, AND EXPENSE, INCLUDING COURT COSTS AND ATTORNEY FEES (WHETHER OR NOT LITIGATION SHALL BE COMMENCED), OF WHATEVER NATURE OR TYPE, INCLUDING WIOA DISALLOWED COSTS, THE STATE OR WORKFORCE DEVELOPMENT COUNCIL MAY SUFFER, INCUR OR BE REQUIRED TO PAY, WHICH RESULT FROM (COMPANY NAME) _____'S FAILURE TO PROVIDE ACCURATE INFORMATION IN RESPONSE TO THE WIOA PRE-AWARD REVIEW.

/ _____
AUTHORIZED SIGNATURE / TITLE DATE

THE WIOA PRE-AWARD REVIEW WAS CONDUCTED BY _____, AN AUTHORIZED REPRESENTATIVE OF THE NORTH CENTRAL WORKFORCE DEVELOPMENT COUNCIL IN ACCORDANCE WITH WIOA STATE POLICY ON BUSINESS RELOCATION. NEITHER THE STATE NOR THE NORTH CENTRAL WORKFORCE DEVELOPMENT COUNCIL IS LEGALLY LIABLE REGARDING THE RESPONSES PROVIDED DURING THE CONDUCT OF THIS REVIEW.

BASED UPON THIS REVIEW, WIOA TITLE 1-B ASSISTANCE TO THIS ESTABLISHMENT IS—
APPROPRIATE NOT APPROPRIATE

/ _____
REVIEWER'S SIGNATURE / TITLE DATE

REVIEWER'S ORGANIZATION: _____

Appendix F

ON-THE-JOB TRAINING CONTRACT NUMBER #12CP-19713

Between

WORKSOURCE, P.O. BOX 3759, Omak, WA 98841 (509)826-7310

And

Employer..... ABC Company
Worksite..... 123 Main Street
City/State/Zip.. Wenatchee, WA 98801

And

Employee..... Jane Doe

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Training Outline Page 3
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Attachment A: Employer Assurances
Attachment B: General Conditions

This contract shall commence on 01/14/2013 and terminate on or before 04/29/2013 . The total amount payable by WorkSource to the employer in consideration of the extra cost of training the Employee shall not exceed \$2,910.00 .

The parties below are authorized to execute this contract and have agreed to this contract on the dates signed.

Employer Authorized Rep.
Joe Employer

Signature Date

Employee
Jane Doe, RECEPTIONIST/ADMINISTRATIVE SECRETARY

Signature Date

SkillSource/WorkSource Authorized Rep.

Signature Date

Trainer

Signature Date

PAYMENT

WorkSource agrees to pay the Employer for training in accordance with the following budget and performance schedule upon submittal of completed payment invoices(s).

| Item#/Description | 50% WorkSource Total | Cost | Obligation |
|--------------------------------------|-------------------------|-----------------------------|-----------------------------|
| 1- OJT (485 hours at \$12.00 per/hr) | | \$5,820.00 | \$2,910.00 |
| | | <u> </u> | <u> </u> |
| | | TOTALS: \$5,820.00 | \$2,910.00 |

MONTHLY PAYMENT

Following the first calendar month, and approximately every 30-day period thereafter, until the end of the contract, the Employer shall submit a completed invoice to WorkSource. Invoices will document the hours worked by the Employee and the wages paid by the Employer. The Employer shall include a brief update on the Employee's progress and any difficulties that are affecting the training. The invoice will be signed by the Employer and the OJT Employee.

WorkSource agrees to reimburse the Employer monthly upon verification of each invoice. The Employer will receive a monthly reimbursement of gross wages computed on the contracted hourly wage and reimbursement rates. Monthly monitoring of the training and invoicing for Employer reimbursement shall continue until the end date of the contract, or until the completing of the contracted hours of training whichever comes first.

TRAINING OUTLINE

Outline#: 4338

Employee.....: Jane Doe
 Employer.....: ABC Company Phone: 000-0000
 Employee's Job Title: RECEPTIONIST/ADMINISTRATIVE ONET: 43-4171.0003
 Employee's Supervisor: Joe Employer Hours Per Week: 40
 Training Rep.....: Trainer
 Training Site Address: SAME AS PAGE ONE

Listed below are skills/tasks which are required to perform this job. Employees will be evaluated by their Supervisor informally on a monthly basis and formally using the rating scale at the completion of the contract. The employee will earn an occupational credential if they achieve an average overall score of "2" during their OJT.

TASK/SKILL/JOB DESCRIPTION

- (A) RECEPTION/CUSTOMER SERVICE (50)
- 1 Scan documents into filing system
 - 2 Process incoming and outgoing mail including, sort and distribute
 - 3 Operate multi-lined system with proper phone etiquette
 - 4 Take accurate messages and distribute promptly
 - 5 Screen calls via on-site procedures & direct to appropriate staff
 - 6 Maintain and update appointment calendars
 - 7 Transmit info or docs to customers, using computer, mail or fax
 - 8 Draft correspondence using keyboard and Word
 - 9 Make copies and perform filing as needed
 - 10 Data input customer information
- (B) CUSTOMER SERVICE (40)
- 1 Receive payments and record receipts for service
 - 2 Provide info about business such as location or services provided
 - 3 Assist customers with questions over telephone or in person
 - 4 Greet all visitors and route them to appropriate staff
- (C) OTHER JOB TASKS (10)
- 1 Follow instructions and clarify expectations from Supervisor
 - 2 Prioritize duties and work schedule
 - 3 Follow company procedures
 - 4 Maintain client confidentiality
 - 5 Maintain neat and orderly work area
 - 6 Work within the pace of the office
 - 7 Learn insurance terminology

OJT Monthly Invoice

Contract#: 19713-CP Employee Name: Jane Doe

Business: ABC Company

Address: 123 Main Street

City: Wenatchee State: WA Zip: 98801

Contract Period: Start: 01/14/2013 End: 04/29/2013

Reimbursement Details

This reimbursement period from _____ to _____

| | Reimbursement | | |
|---|----------------------|------------|-------------|
| 1. Total Hours for period | Contracted Wage rate | | This Period |
| _____ | X \$12.00 | X 50% = \$ | _____ |
| 2. Reimbursement for Tools, Equipment or Uniform: (Attach Employee signed receipts) | | | \$ _____ |
| 3. Formal Training Completed: (Classes, workshops, etc) (Attach copy of training invoice) | | | \$ _____ |
| Total Reimbursement: \$ | | | _____ |

Employer Signature _____ Date _____

Employee Signature _____ Date _____

WorkSource/SkillSource Signature _____ Date _____

Payroll records are attached: __

OJT Monthly Evaluation

Month _____ Year _____

Contract#: 01XX-19713
 Employee Name: Jane Doe
 Business: ABC Company
 Address: 123 Main Street
 Wenatchee, WA 98801

Job Title: RECEPTIONIST/ADMINISTRATIVE SECRETARY

| Employer Evaluation of worker | Meets standard | workplace Improvement | Needs |
|--|-------------------|--------------------------|-------|
| 1. Attendance | _____ | _____ | _____ |
| 2. Punctuality | _____ | _____ | _____ |
| 3. Presents appropriate appearance | _____ | _____ | _____ |
| 4. Shows initiative | _____ | _____ | _____ |
| 5. Completes tasks | _____ | _____ | _____ |
| 6. Exhibits good interpersonal relations | _____ | _____ | _____ |
| 7. Demonstrates positive attitudes & behaviors | _____ | _____ | _____ |

INSTRUCTIONS:

EVALUATION SCALE:

Employer, please rate the worker on all task items listed below. Successful completion is an average rating of 2 or greater on each task group.

3=Exceeds workplace standard
 2=Meets workplace standard
 1=Needs additional training
 0=Can't be evaluated at this time

- (A) RECEPTION/CUSTOMER SERVICE (50)
 - 1 Scan documents into filing system 0 1 2 3
 - 2 Process incoming and outgoing mail including, sort and distribute 0 1 2 3
 - 3 Operate multi-lined system with proper phone etiquette 0 1 2 3
 - 4 Take accurate messages and distribute promptly 0 1 2 3
 - 5 Screen calls via on-site procedures & direct to appropriate staff 0 1 2 3
 - 6 Maintain and update appointment calendars 0 1 2 3
 - 7 Transmit info or docs to customers, using computer, mail or fax 0 1 2 3
 - 8 Draft correspondence using keyboard and Word 0 1 2 3
 - 9 Make copies and perform filing as needed 0 1 2 3
 - 10 Data input customer information 0 1 2 3
- (B) CUSTOMER SERVICE (40)
 - 1 Receive payments and record receipts for service 0 1 2 3
 - 2 Provide info about business such as location or services provided 0 1 2 3
 - 3 Assist customers with questions over telephone or in person 0 1 2 3
 - 4 Greet all visitors and route them to appropriate staff 0 1 2 3
- (C) OTHER JOB TASKS (10)
 - 1 Follow instructions and clarify expectations from Supervisor 0 1 2 3
 - 2 Prioritize duties and work schedule 0 1 2 3
 - 3 Follow company procedures 0 1 2 3
 - 4 Maintain client confidentiality 0 1 2 3
 - 5 Maintain neat and orderly work area 0 1 2 3
 - 6 Work within the pace of the office 0 1 2 3
 - 7 Learn insurance terminology 0 1 2 3

The following parties have all agreed on the above tasks:

EMPLOYER'S SIGNATURE _____ DATE _____

EMPLOYEE'S SIGNATURE _____ DATE _____

TRAINING REP. SIGNATURE _____ DATE _____

Appendix G

ON-THE-JOB TRAINING AGREEMENTS

Employer agrees to:

- Orient Employee to standard work policies and explain safety rules
- Train Employee in the skills/tasks described in Training Outline
- Review and use the basic training steps outlined in the Supervisor's manual
- Ensure the Employee's Supervisor is in charge of training
- Supply employee with those work tools ordinarily provided to employees at no cost
- Notify SkillSource Training Representative before dismissing Employee
- Comply with Attachment A - Employer Assurances
- Comply with Attachment B - General Conditions
- Submit monthly, completed invoices with verification of hours and wages for reimbursement
- Report Employee's training progress monthly

SkillSource agrees to:

- Pay the Employer for training in accordance with contract amounts
- Reimburse the Employer's costs paid for formal training courses or workshops noted in the contract to enhance employee's skills or ability to complete training
- Supply SkillSource payment invoices and Employee progress reports
- Review training progress monthly to assist with contract performance
- Counsel the Employee monthly to assist with any problems that may affect Employee performance
- Orient/train the Employer with the OJT Supervisor's manual
- Orient/train the Employee regarding the OJT Participant's manual

Employee agrees to:

- Report to work/class every day on time and to notify the supervisor if late or absent
- Perform assigned responsibilities and learn the skills/tasks described in the Training Outline to the best of his or her ability
- Ask questions for clarification of assignments
- Report to work/class alcohol and drug free
- Dress appropriately to the Employer's standards
- Communicate with the supervisor or WIOA trainer to resolve any difficulties in the workplace. Notify the Training Representative before quitting training
- Attend and complete any formal training assigned

**Appendix H
ON-THE-JOB TRAINING**

**ATTACHMENT A
EMPLOYER ASSURANCES**

THE EMPLOYER(S) ASSURES THAT:

1. The OJT employee will not displace or infringe on the promotional opportunities of any regular employees.
2. The OJT employee will not replace a laid-off employee from the same or any substantially equivalent job or a terminated regular employee with the intention of filling the vacancy so created with an OJT employee.
3. The OJT employee will not displace any current employees, including partial displacement such as reduction in hours, wages, or employment benefits.
4. The OJT employee will not be involved in political activities during work hours.
5. The benefits and working conditions for the OJT employee will be the same as those of similarly employed persons.
6. The OJT employee will not construct, operate or maintain a facility used or to be used for sectarian instruction or as a place of religious worship.
7. The OJT Employer will not discriminate against any individual on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity. The nondiscrimination assurances at 29 CFR Part 38.25 apply to this contract.
8. The OJT employee will be paid at the rate (including raises) of a similarly hired employee or not less than federal minimum wage or Washington State minimum wage whichever is higher.
9. The OJT employee will be covered by worker's compensation insurance.
10. The working conditions will not be unsanitary, hazardous or dangerous.
11. The OJT contract will not impair existing contracts for services or collective bargaining agreements.
12. The OJT employee is not related to the supervisor or owner's family.
13. Time and attendance records are maintained for Employees.
14. The OJT employee is hired with the intention of continued employment following contracted training.

Business Name

Authorized Employer Representative

Date

Appendix I

ON-THE-JOB TRAINING ATTACHMENT B GENERAL CONDITIONS

Accounting

The Employer will keep records for the employee(s) including:

- Social Security number
- Job description
- Time and attendance records
- Copies of all warning letters and other correspondence and/or letters relating to the Employee
- Gross pay and fringe benefits for each pay period
- Copy of OJT contract
- Canceled paychecks

Note: All Employee records are subject to audit and must be retained for three (3) years after completion of contract and Employer must provide SkillSource access to these records if requested.

Benefits

The Employer shall provide employee with:

- State Accident Insurance or its equivalent
- State Unemployment insurance
- Other benefits required by law
- The Employee(s) will receive benefits (to the same level and extent) provided to other persons similarly employed by the Employer

Collective Bargaining

If a collective bargaining agreement is in effect during the contract period, the Employer shall give a copy of this contract to the collective bargaining agent. If any provision of this training contract is inconsistent with any provision of an applicable collective bargaining, the Employer shall obtain agent's written concurrence. The Employer shall retain written evidence of the notification to, and concurrence of, the collective bargaining agent.

Complaints/Grievances

Complaints arising from the condition of this contract shall first be informally negotiated between the complainant and the respondent. Grievances shall be processed in accordance with the Workforce Development Area Complaint Resolution and Discrimination Complaint Processing Procedure. SkillSource reserves the right to review any complaint or grievance arising from the terms of this contract. The Employer agrees to present any relevant documentation or records to SkillSource upon written request.

Contract Amendments

Amendments to the contract may be made when there is:

- A change in the ending date of the contract
- An increase/decrease in the training budgets
- Revision of training outline
- Additional requirements that are imposed on SkillSource

Amendments must be processed in writing with original signatures.

Disciplinary Action

In other than extreme instances, e.g. theft, endangering others, etc., the Employer must notify the Employee and SkillSource of unsatisfactory performance. The notification must describe the problem(s), corrective action which must be taken, and the consequences if the problem is not corrected.

Displacement of Workers

No currently employed worker may be displaced by an OJT participant (including partial displacements such as a reduction in the hours of non-overtime work, wages or employment benefits.) No OJT employee shall be employed or job opening filled when any other individual is on layoff from the same or any substantially equivalent job or when the employer has terminated the employment of any regular employee or otherwise reduced its workforce. No training position can be created which infringes upon the promotional opportunities of current employees.

Federal/State Liability

It is understood that the United States and the State of Washington are not parties hereto and that no legal liability on the part of the Federal or State Government is implied under the terms and conditions of this contract.

Indemnification

Business shall indemnify, defend and hold harmless SkillSource against any and all claims, liabilities, obligations, losses, costs, charges, expenses, causes of action, suits, demands, judgments and damages of any kind or character whatsoever, including, but not limited to, reasonable attorneys' fees and costs incurred or sustained by SkillSource, arising from the activities of Business, its agents or employees, pursuant to this Agreement or the failure to perform the obligations hereunder, by Business, its agents or employees.

SkillSource shall indemnify, defend and hold harmless Business against any and all claims, liabilities, obligations, losses, costs, charges, expenses, causes of action, suits, demands, judgments and damages of any kind or character whatsoever, including, but not limited to, reasonable attorneys' fees and costs incurred or sustained by Business, arising from the activities of SkillSource, its agents or employees, pursuant to this Agreement or the failure to perform the obligations hereunder by SkillSource, its agents or employees.

Monitoring

A SkillSource trainer will visit the Employer periodically to appraise progress and contract compliance.

Nepotism

SkillSource may not contract with an Employer to train an employee who is a member of the Employer's or SkillSource's management or family.

Political or Sectarian Activities

Work associated with political activities is prohibited by this contract. The Employee as part of their assigned duties may not construct, maintain or operate any facility used for sectarian instruction or religious worship, nor engage in activities to support any sectarian organization.

Retention

The Employer intends to retain the employee upon satisfactory completion of training.

Safety and Health Standards

The Employer agrees to comply with appropriate safety and health standards as defined in the Federal Occupational and Health Safety Act (Public Law 91-596) and Washington Industrial Safety and Health Act (RCW 49.17), and rules and regulations adopted under its authority.

Subcontracting

The Employer may not subcontract On-the-Job-Training provided for under this contract.

Termination of Contract

This contract will terminate upon 1) the contract end date, or 2) the completion of the specified training duration or 3) the final date of the Employee's employment with the Employer, whichever is earliest.

Contract may be terminated earlier by Employer or SkillSource upon written notice due to:

- Failure of employee to meet employer requirements (see disciplinary action).
- Failure of employer to comply with the terms and conditions and assurances of this contract.
- Termination or reduction of SkillSource's federal funding
- Subsequent verification that Employee is ineligible.

Unions

No funds paid under this agreement may be used to promote or discourage union organizing.

Wages

Employees shall not receive less than the Federal Minimum Wage as authorized by the Fair Labor Standards Act and its amendments. Employees shall be paid at the same rate as other persons similarly employed by Employer, including periodic raises. Employee wages must be paid by check. Cash or "in-kind" payments are not acceptable.

Appendix J

TOOL AND EQUIPMENT AGREEMENT

1. I understand that tools and equipment are purchased by SkillSource only if they are essential to completion of a SkillSource-approved training program.
2. I agree that all tools and equipment purchased by SkillSource remain the property of SkillSource until I have completed training and have a permanent job which requires use of those tools.
3. **I AGREE THAT IF I DISCONTINUE MY TRAINING PROGRAM, OR IF I DO NOT HAVE A TRAINING-RELATED JOB WITHIN 90 DAYS OF THE END OF MY SKILLSOURCE TRAINING, THEN ALL TOOLS AND EQUIPMENT PURCHASED BY SKILLSOURCE MUST BE RETURNED TO SKILLSOURCE WITHIN 5 WORKING DAYS.**
4. In no instance will tools and equipment become the property of the business vendor.
5. I have examined the attached list of items and prices and I agree that it is complete and correct. I agree to accept responsibility to keep these items in good condition, in my possession or in a secure location, safe from loss.
6. Tools and equipment will be expressly used for job related work.

Participant Signature

Date

Employer Signature

Date

Trainer Signature

Date

Appendix K

REIMBURSEMENT RATE JUSTIFICATION / AUTHORIZATION

A reimbursement rate higher than 50% is recommended for this OJT employer based on one or more of the following criteria:

- Proposed participants face one or more barriers to employment as determined by WIOA, State, and local policy.
- Size of the employer with an emphasis on small businesses.
- Training leads to an industry-recognized credential, advancement opportunity or other tangible professional benefit to the participant(s).
- Wage and benefit level of the participant(s) either during or after the OJT.
- OJT position is an in-demand occupation and/or OJT employer is an in-demand industry.

Proposed reimbursement rate: _____

Explanation:

Trainer Signature

Date

Manager Approval ___ Y ___ N

Manager Signature

Date