



Tompkins County Workforce Development Board On-the-Job Training Policy

I. PURPOSE OF ON-THE-JOB TRAINING

The On-the Job Training Program is designed to provide training in a specific skill area that will enable the participant involved to become a valuable and productive member of the employer's workforce. The employer has agreed to provide the necessary supervision and training. To be successful this program requires that the participant commit himself or herself to learning a skill, developing acceptable work habits and to approach this training in a dedicated and conscientious manner. The employer must be committed to providing the training and supervision. In selecting jobs for which training will be offered, consideration must be given to opportunities with a maximum potential of leading to economic self-sufficiency and upward mobility.

The reimbursement to the employer is compensation for the extraordinary costs associated with the training of participants. Some of these costs include more intensive supervision, above average material wastage, abnormal wear on tools, down time, and a lower rate of production. The OJT participant./employee is considered to be an employee on a "hire-first and train-later" basis. The participant employee must receive wages and fringe benefits equal to those similarly employed by the employer. The reimbursement is not a wage subsidy. It is a reimbursement for the extraordinary costs of training incurred by the employer in preparing the employee for successful employment. It is expected that the participant/employee will be retained on a full time basis after the reimbursement ends. It is also expected that the participant/employee will continue to receive compensation and benefits commensurate with job performance.

Current OJT Cap
Local WIOA - \$9,000 maximum total contract
NEG/OJT Cap - \$24.42 per hour

II. OVERVIEW OF ROLE OF THE ONE STOP

The role of the One Stop is to determine eligibility, screen and assess candidates, develop and maintain pools of OJT eligible candidates, outreach to the business community, referral, training outline development, placement into OJT positions, counseling of participants, appropriate follow up. Additionally, One Stop staff is also responsible for contract development, monitoring and authorization of reimbursement to the employer.

OUTREACH

OJT should be targeted to employers and job seekers, although different approaches will be needed for each group.

A. Broad-based outreach to employers is the most time-efficient approach, since it can reach a large number of employers and has the potential for greater volume of OJT opportunities.

- Broad-based outreach can reach employers and open up job opportunities staff might not uncover otherwise.
- Before launching a broad-based outreach strategy, the workforce development program must have a ready

source of pre-screened candidates to refer.

- Business Services Reps will match job orders that are listed in OSOS with registered job-seekers. People who are matched will serve as pool of OJT candidates. Candidates will then be pre-screened and referred to employer for interview process.

B. Job Seeker-focused targeted job development may offer the best results for the job seeker, since it searches for the job that most closely fits the job seeker's specific needs and goals.

- Targeted job development is more time-intensive for the staff, since outreach is done on an individualized basis. One Stop Staff will utilize JobZone to identify possible OJT matches and follow up with job seeker accordingly.
- Utilizing a self-referral approach, job seekers are taught how to use the possibility of OJT in the course of their job searches. This is suitable for job seekers who have good job search skills and who can learn to use OJT as another tool to secure a new job.
- Through OJT Outreach Workshops, job seekers are taught about OJT and explore how to best utilize this possibility in the course of their job searches.
- Job seekers are each given personalized letters/brochures from the program that describes OJT to a potential employer.
- Job seekers introduce this concept during the course of an interaction with an employer for a job for which the job seeker needs additional skills.
- The employer and/or job seeker contacts the business service representative to discuss the possibility of an OJT contract with the employer.
- Business services representative contacts the business to ensure the job is eligible for OJT. Staff also assesses job seeker to make sure there are training objectives or skills to be learned in the new position.
- The business services representative speaks with and later meets with the employer to draw up a training plan, taking into account the skill requirements of the position and the skills of the individual.

C. Finding potential employers

Here are several sources to use for identifying possible employers for the program:

- Previous Job Placements. Good sources of recruits for OJT are employers that have hired job seekers in the past.
- Employer workshops where information is presented regarding the advantages of using an OJT program to find and keep talent.
- Chambers of Commerce or industry organizations. Most businesses belong to the Tompkins County Chamber of Commerce or IAED, so these are good points of contact to meet employers and discuss employer-based training programs. Also Tompkins County Workforce Investment Board members can be accessed for possible OJT opportunities.

The Tompkins County Workforce Investment Board staff is responsible for monitoring the Contract and the employer responsibilities provided for under the policy.

III. Pre-Award Review

- Preliminary Review – Business Application for On-the-Job Training
Business Services Rep must have potential employers complete and sign.
- Responsibility Questionnaire - Business Services Rep must have Company complete and sign. Staff will then review responses to Questionnaire for any “yes” responses to the questionnaire. In the event of “Yes” responses to the Questionnaire, Tompkins Workforce Investment Board staff will need to be contacted for determination as to whether the “Yes” responses preclude doing an OJT.

If a business has completed a Responsibility Questionnaire within the past year all that is needed is an attestation that the information presented in the form remains true, accurate and complete. This form is attached.

- *Registration with the New York Department of State’s Division of Corporations.* This search can be conducted on-line at: http://www.dos.state.ny.us/corps/bus_entity_search.html.
- Federal OSHA records. These records are found on-line at: <http://www.osha.gov/pls/imis/establishment.html>. Search under New York State only.
- *New York State Department of Labor (NYSDOL) records.* Requests for evaluation of this information should be made to OJTduediligence@labor.ny.gov using the OJT Due Diligence Request Form. The Subject Area should read “Local Area OJT Due Diligence Request – [Business Name]”. The appropriate Regional Business Services Representative (Catherine Leonard) should be listed in the cc line of the requesting email. Upon receipt of the request, NYSDOL will send a confirmation email to the requesting local area. It is strongly recommended that the request be made as early in the process as possible in order to allow for a timely response. NYSDOL will provide a response to due diligence requests via email within three business days from the time confirmation of receipt is provided. Due to the confidential nature of the information in question, NYSDOL will not provide any specifics for the categories of information. Instead, NYSDOL, will provide a response of “Found to be Responsible,” “Issues pending,” Or “Not Found to be Responsible” via email for each entity. The records to be checked will include:
 - Unemployment Insurance records.
 - WARN notices.
 - Open investigations with NYSDOL’s Public Works, Labor Standards and/or Safety and Health Divisions.
 - Workers’ Compensation Insurance and Disability Insurance coverage.

This review provides a snapshot of the organization at the point in time the review takes place. The information reviewed is updated on a quarterly basis. For this reason, the review is considered valid for a three-month period beginning on the date the review is completed. After, this three-month period, the organization must undergo a new due diligence review if it wishes to enter into a new contract.

Copies of all documents must be retained in a separate contract folder. The folder will need to contain all vetting documents including:

- Completed OJT Application
- Signed, Completed Responsibility Questionnaire
- Completed OJT Due Diligence Request Form
- Printed Email from the state with Responsible Determination
- Printed Search of New York Department of State’s Division of Corporations Website
- Printed Search of Federal OSHA Records website

In addition, an on-site review must be conducted with the business. The review will allow staff to see where the OJT participants will be working, meet the trainee’s supervisor, and gain a better understanding of the business’ facility and operations. The purpose of the site visit is to determine whether the business will afford a viable on-the-job training opportunity.

IV. POLICIES AND RESPONSIBILITIES – CONTRACTS

*NEG-OJT funding is the exception see NEG-OJT section of policy

1. Job Development

Contact public and private employers who may be interested in providing training or retraining that will lead to unsubsidized employment for the participant.

In selecting employers, staff must determine that the employer:

- A. Will be able to comply with the terms and conditions of the OJT contract and Standard Assurances.
- B. Is not in violation of any local, state or federal labor laws.
- C. Does not have an abnormal labor condition such as a strike, lockout or similar conditions or is not suffering layoffs in occupations where the OJT training would be provided.
- D. Will have or expect to have sufficient work to provide long-term, permanent employment for the participant.
- E. Does not have a history of high labor turnover for the training occupation and can provide reasonable assurance of continuing employment for the selected participant(s).
- F. Will not be providing training in occupations where there is a surplus of available and qualified workers; or where the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling such vacancy with an OJT participant.
- G. Will not utilize the OJT Program to assist in any relocation of a business, or parts thereof, from one area to another within the United States unless such relocation does not result in an increase in unemployment in the area of original location or any other area where the employer conducts business operations. (THIS IS EFFECTIVE FOR 120 DAYS AFTER THE RELOCATION OCCURS.)
- H. Provides a job description for the position that has minimum qualifications. Jobs without minimum qualifications do not qualify for OJT.
- I. Will pay a wage, excluding tips, commissions, etc., at the end of the training that will result in an annual salary needed for the individual to raise above Tomkins County poverty level.

Additionally the staff must consider the past performance of the employer including but not limited to:

- A. Retention of previous participants who have successfully completed OJT as well as the reasons for unsuccessful contracts. To re-contract with previous employers, the employer must have had a retention rate of at least 80% of previous OJT participants, unless there are mitigating circumstances that are documented in the contract file.
- B. Review of the conformance to the terms and conditions of prior contracts including training in the occupation that the contracts were written for, adequate supervision, record keeping, vouchering, etc.

2. Preparation of Contracts

The Tompkins County Workforce Investment Board has developed contract forms that shall be completed and signed prior to the participant beginning work and after being enrolled in the program.

The contract consists of:

- A. Contract Information Sheet (Applicant Name, Address, Telephone number and FEIN)
- B. Contract
- C. Training Outline (Trainee Name, Job Title, and Wage, Training Plan Specifications)
- D. Employer Data Sheet (Supervisor Name and Title)
- E. Program Evaluation Checklist (Job Description)
- F. Terms and Conditions

G. Debarment Certification

Both the One Stop and employer must have a signed copy of the contract consisting of A - G.

3. Contracts with Members of the Tompkins County Workforce Investment Board

As the Tompkins County Workforce Investment Board, Inc. does not approve individual OJT contracts, contracts may be written with a company/business where a member of the Board has a financial or personal interest, but this must be so noted.

4. Training Outline

The development of the training outline is extremely important as it describes the type and duration of the training sequence for the position. As some employers may not have developed an outline, it is important that One Stop staff provide technical assistance. As the majority of positions are "common," utilizing prior outlines may be helpful.

It is important to note that the outline must be sequential in nature and complete enough to justify the length of training and the needs of the participant. Additionally the length must directly relate to the Dictionary of Occupational Classification/ONET, and the DOT/SVP. (See "Length of Training" below.)

In completing the Training Outline, it is important to insert the number of hours of a standard work day and work week. Also the employer must identify the title of the position of the person who will provide the training and supervision for each sequential block of training. If more than one supervisor will be involved, all titles should be included. Supervision must be provided by "on-site" personnel.

Each sequence of training is computed in hours. Deviation between hours projected for each sequence is permissible as long as the total number of hours of the training is not exceeded. Complete sequential blocks of training may not be excluded unless there is prior approval of the One Stop and the contract must be modified accordingly. If as a result of a monitoring/audit activity, it is determined that one or more blocks of training has not been provided, though the contract time has been fully utilized, the amount of time allocated to the training not provided will result in a disallowed cost to the employer.

The training outline must be for skills that the participant does not currently possess. Care must be taken to review the participant's work history and documentation that the OJT training outline is for new skills that when learned are different, of greater difficulty, and/or unique to the new job and are necessary to perform the new job task. Without such documentation, a participant may not occupy an OJT position within the same occupation that the participant held previously. (See "Participant Selection" below.) A copy of the training outline must be given to the participant and is included as part of the contract.

5. Length of Training

The length of reimbursement for training will be primarily based upon the skill level of the occupation as indicated by similar job description in ONET and the "Dictionary of Occupational Title Classification," the participant's Employment Plan and the DOT/SVP Training Time Conversion Chart. Training duration will normally range from 160 to 640 hours but may be adjusted based upon the skill level and career goals of the job ready participants in the pool. Every effort will be made to develop contracts requiring minimum training. If the participant's Employment Plan reflects extraordinary obstacles to employment (severe mental/physical disabilities) the maximum duration of training may be authorized.

The maximum length of an On-the-Job contract cannot exceed six (6) months.

Excluded Occupations

Based upon information provided by the federal government (GAO Report #HRD-89-52,) the following occupations normally require training of 160 hours or less, therefore are excluded with the exception that contracts may be developed for participants who have severe educational, mental/physical disabilities which are barriers to employment and this must be

documented on the employment plan. If the SVP provides for at least 160 hours, contracts for these occupations may be written:

Agriculture/farm worker	Forestry/fishing/hunting	Packer/wrapper
Assembler	Furniture mover	Parking lot attendant
Bindery/Packaging	Groundskeeper	Poultry worker
Bus/Van Driver	Hostess	Pump assembler
Carpet Installer	Hotel worker	Roofer
Car/Truck cleaner	Housekeeper	Rug cutter
Cashier	Insulation worker	Sanitation worker
Courier/Messenger	Inventory/stock clerk	Service station worker
Custodian/Maintenance	Laborer	Sign painter
Day Care Worker/Babysitter	Landscape/Gardener	Sorter
Delivery Driver	Line assembler	Taxi driver
Dishwasher	Loading dock worker	Textile worker
Factory worker	Machine operator	Tire changer
Fence Erector	Mail handler	Waiter/waitress
File Clerk	Meat cutter/processor	Warehouse/material handler
Food service worker	Newspaper delivery	

6. Starting Wage

The starting wage rate for OJT contracts must be at least living wage for Tompkins County, New York of \$15.32/hr. Also the One Stop is reminded of the post program follow up performance standards. If a contract is written for laborers and mechanics involved in any construction and/or alteration (including painting or decorating projects) of buildings and which are federally assisted under the Act, the On-the-Job Training enrollees must be paid prevailing wage rates (Davis-Bacon) and this must be documented.

7. NEG-OJT Contracts

The reimbursement rate for NEG-OJT contracts will utilize the allowable waiver based on business size and is broken down as follows:

- Small businesses of 1-50 employees will be eligible for 90% reimbursement.
- Medium businesses of 51-250 employees will be eligible for up to 75% reimbursement.
- Large businesses of 251 and more employees will be eligible for up to 50% reimbursement (WIOA standard).

8. Differing Wage Rates/Contracts

Employer reimbursement will be at a rate of *50% of the wages paid during the duration of the training. Employer contracts with different wage rates for the same job titles with different skill levels is permissible if the following conditions are met:

- A. The employer must commit to hire the participant at the living wage of \$15.32/hr.
- B. The employer must have an objective assessment tool to measure the skill level of the participant. One Stop staff should assist if necessary.
- C. The length of training for each skill level above the entry level must be proportionately lower than the entry level.
- D. The One Stop must have a copy of the employer's assessment tool prior to or at the time of a notification of a job opening.

In the event it is determined that the employer has hired a participant into a high level position without having documentation of the assessment, the One Stop Operator shall be responsible for the difference in

costs reimbursed to the employer. These costs are non WIOA reimbursable.

E. The length of training for the higher paid training is proportionately reduced.

9. Wage Progression

OJT contracts may not be negotiated with a payment that exceeds *50% of the wages paid. The employer may give the participant raises during the contract, but these must be built into the original contract.

10. Exclusion for Reimbursement

Reimbursement is limited to actual training time. Excluded costs are: paid release time for attendance at business functions, employee assistance programs, company picnics, payment for holidays, vacations, sick time, jury duty, fringe benefits, incentive or piece rate, tips, commissions, general orientations and employer specific training provided to all new hires.

11. Inclusion for Reimbursement

Reimbursement for wages of participants is allowable for attendance in job related education courses if other similarly employed employees are paid wages for this time and if the education time is included as part of the Training Outline.

12. Standard Work Week/Overtime

A standard workweek is the standard number of hours worked by the employees in the occupation that the participant is being trained for. Overtime may be computed on a daily, weekly or biweekly basis (as long compliant with DOL wage and hour rules) and is considered those hours in excess of the normal workday or week. Employers shall be reimbursed for any overtime hours but at the regular hourly rate and all overtime hours are counted against the length of training.

13. Intermittent/Seasonal/Commission/Part-Time Contracts

Training contracts shall not be approved if they are: occupations dependent upon a commission as a primary source of income, intermittent seasonal occupations, occupations requiring a license or specific examinations unless a reasonable prospect is judged to exist that the licensing/examination requirement can be satisfied, or occupations which have not traditionally required specific occupational training as a prerequisite. OJT contracts shall not be written with governmental agencies for training where the resultant occupation requires the successful completion of a competitive Civil Service examination. Contracts cannot be written for less than a full time position.

14. Current Work Force/Contracts

No more than ten percent (10%) of the WIOA projected OJT contracts may be subcontracted to any one employer, nor will any employer be permitted to train a number of trainees exceeding 33% of his/her regular, full time work force at the training site. The Tompkins County Workforce Investment Board upon written request may waive this provision. When the work force is less than four, one trainee will be permitted unless approved by the Tompkins County Workforce Investment Board.

15. Salaried Position Contracts

Contracts should normally not be written for salaried positions. If such contracts are written, it shall be the responsibility of the One Stop to convert the salary to an hourly wage and to the number of hours per week that the employee will work. Additionally, the One Stop shall require the employer to maintain time records of the employee in the same manner as is required for non-salaried employees. Reimbursement is made only for training hours, regardless of the total salary paid.

16. Computation of Reimbursement

The total number of training hours taken from the Training Outline, multiplied by the hourly wage, represents the total cost of the training. This amount is divided by two or multiplied by *50%. This figure represents the total reimbursable amount to be provided to the employer. These computations are inserted on the contract.

17. Debarment

In addition to signing the contract, the employer must sign the Debarment form. This form should not cause any difficulties for employers as it is doubtful that most employers have been the recipient of federal grants/loans.

18. Effective Date of Contract

The responsibility for confirming the start date of the participant to the employer rests with the One Stop staff. If the participant starts work prior to receiving notification from the One Stop, the One Stop is liable for any costs.

19. Upgrades

Current employees who meet WIOA eligibility are eligible for upgrades provided they receive at least a 10% wage increase for the training and another 5% upon completion of the training. The Tompkins County Workforce Investment Board Director must approve any deviation from this.

20. Contract Monitoring

The One Stop must provide for at least monthly on-site monitoring of the employer during the duration of the contract. The One Stop must verify the accuracy of the invoice (if one has been submitted,) review of the hours worked, hourly wage and wages paid. Also the monitoring must include on-site verification of the training progress as compared to the Training Outline. Training Progress will be documented using the OJT Job Specific Competency Form. This verification must include discussion with the employer (supervisor) and participant. If in the event the training is not being provided in accordance with the outline, the contract must be amended accordingly or terminated.

It is essential that staff assigned to counseling, monitoring and approval of OJT claim vouchers are cognizant of terms and conditions of the OJT contract, potential abuses of the program and the administrative and fiscal systems. Common abuses include, but are not limited to:

- Payment for time when training did not occur.
- Participant not on payroll.
- Training not provided for in accordance with training outline.
- Hiring before training started.
- No supervision of the trainee.
- Refusal to hire at the end of the OJT contract.
- Non-payment of wages/fringe benefits.
- Non-completion of contracts.
- Training of individuals previously employed by the employer.

21. Employer Reimbursement

Reimbursement to the employer is based upon actual work/training time of the participant, not exceeding 40 hours per week (see Overtime and Exclusion above.) Each employer must have a daily time record noting actual hours worked/trained. Payment is not reimbursed for paid meal periods. Employers shall use the OJT Daily Time Record to record training hours. Both the supervisor and the participant must sign the OJT Daily Time Record. Reimbursement will not be made without these signatures. The frequency of reimbursement is based upon the OJT contract. To claim reimbursement, the One Stop staff will utilize the OJT Reimbursement Voucher form. The One Stop staff must review time records and all reimbursement forms prior to payment

22. Participant Evaluations (Non-Competency)

As part of the contract, the employer agrees to evaluate the progress and job performance of the participant. The employer

may utilize his/her own evaluation tool or the Work Maturity Competency Form. It is recommended that the participant be evaluated at least two times during the training period. Evaluations may occur in conjunction with counseling visits if the employer and One Stop agree. In the event the evaluation indicates that the training outline is inappropriate, the contract should be amended accordingly.

V. PARTICIPANT SELECTION

Assessment and the development of the Employment Plan is extremely important in selecting which participants should be candidates for OJT. Additionally as important is the fact that the documentation provided on the Employment Plan is utilized to develop the Training Outline and the length of the OJT contract. In selecting candidates for the program, the following steps must be completed:

- A. The individual must be verified eligible for WIOA.
- B. The individual must be tested/assessed and the results documented on the Employment Plan.
 1. Individuals must be have a skills gap assessment utilizing JobZone/O-Net Skills Survey module. The portion of the survey most relevant is the Detailed Work Activities (also referred to as the Job Duties) which the customer uses to self-attest to his/her ability to perform the activities required of the target occupation. To meet the JobZone requirement of the OJT program, the One Stop must at a minimum, follow the steps below:
 - a. Have customers fill out the Skills Survey (or fill out the survey with the customer if the situation call for it). To start the survey, click on the “List Prior Jobs” button. For OJT purposes, customers should select the target occupation on the first screen of the survey, not their past occupations as the instructions indicate.
 - b. On the work Activities/Duties screen customers should check off all activities they’ve performed at a professional level.
 - c. The remaining unchecked activities become the basis of the training plan, as they are required of the target occupation but the customer indicates a lack of ability to perform them. This screen should be printed and retained in the customer’s file as record that the JobZone skills assessment has taken place.

More detailed instruction on the use of JobZone are provided at
http://www.labor.ny.gov/workforcenypartners/PDFs/OJT_NEG_2_Atta.pdf
- C. An Assessment and Employment Plan must be completed and must provide:
 1. History of prior training/work experience, including but not limited to vocational/occupational classes, employer sponsored seminars, classes and training received in the military, work experience must include the type of work performed, the industry in which it was based, the duration of the employment and how recently employment occurred.
 2. Documentation of the types of skills that the participant possesses as well as deficient skills.
 3. Documentation as to what occupation(s) is/are suitable for the participant, based upon the assessment and Employment Plan findings and the types of training that are appropriate.

This information must be utilized in developing the Training Outline. Training cannot include previously learned skills unless a significant lapse of time has occurred where updating of skills/education is required.

Only individuals with disabilities, mentally or physically handicapped persons or clients who lack basic skills or who have an unstable work history should be assigned to low-skill entry-level jobs. The rationale for such training should be expressed in the participant's Employment Plan.

After a participant is placed, the One Stop is responsible for counseling and follow up. As part of the counseling, staff must review the training and compare it to the Training Outline.

VI. CONTRACT MODIFICATION

When training cannot be completed in the timeframe specified on the contract, due to training time missed by the participant, a modified contract must be completed with the One Stop in order to extend the date of the contract.

The employer must contact the One Stop office if it is realized the Training Outline will not be completed during the specific timeframe on the contract. If all the activities on the contract cannot be taught or hours assigned to each activity will not be completed, the Training Outline must be modified to reflect the training provided to the participant. Modification of the Training Outline must be completed during the contract period and cannot be modified after the contract end date. Activities not taught will not be reimbursed.

VII. QUESTIONS AND ANSWERS

It is understood that questions relative to the On-The-Job Training Program will be raised by the One Stop staff who are not addressed in these policies. Contact WIB Staff for clarification.

VIII. EFFECTIVE DATE

Revisions to this policy become effective on the date of Tompkins County Workforce Development Board approval.