
**NORTH CENTRAL
COUNTIES CONSORTIUM**

**ON-THE-JOB TRAINING
PROCEDURE MANUAL**

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INTRODUCTION

This On-The-Job-Training (OJT) manual has been designed for use by program operators and administrative staff within the North Central Counties Consortium (NCCC). It provides procedural and policy guidance relative to the implementation and operation of sound OJT programs. By using this guide as a blueprint for OJT program design, program operators enhance their ability to provide quality training that will also meet statutory guidelines.

This manual is broken into five sections that highlight major program areas as well as references to the Workforce Investment Act (WIA) law, program regulations, and local policy that are appropriate to each section. The five sections are:

- I. General Program Requirements/Information;
- II. Selection of Participants;
- III. Selection of Employers;
- IV. OJT Agreement/Contracting Procedures;
- V. Invoicing/Monitoring/Follow-Up/Administrative Review.

Also included are the following OJT forms/attachments:

- 1) Employer Survey;
- 2) OJT Agreement;
- 3) OJT Amendment
- 4) OJT Termination Letter
- 5) OJT Invoicing Log
- 6) OJT Invoice

These forms are mandated for use by program operators. Any other formats in addition to those listed above may be used at the program operator's discretion.

Modifications to this manual will be issued periodically to provide updated information. Questions regarding the contents of this manual should be directed to appropriate NCCC Administrative Office staff.

SECTION I

General Program Requirements/Information

A. COMMENTARY

NCCC is committed to providing high quality training to all participants, including OJT. OJT has proven to be a highly effective training alternative for many participants. For participants who are unable to attend classroom training because of financial restraint, OJT is an opportunity to meet personal financial needs while acquiring skills that lead to permanent employment.

Well-managed OJT programs that are responsive to the needs of participants, that recruit sound employers who are willing to train, and include appropriate mechanisms that insure proper oversight and monitoring, provide the type of training alternatives that the WIA intends. It is the goal of NCCC to ensure that the spirit and statutory requirements of the law are met in OJT programs.

B. DEFINITION OF ON-THE-JOB-TRAINING

On-the-job training:

- is training provided by an employer to a paid participant engaged in productive work in a job that provides knowledge or skills essential for the full and adequate performance of the job;
- is provided in the public, private non-profit, or private for-profit sector;
- provides reimbursement to the employer of up to 50 percent of the wage rate of the participant for the extraordinary costs of providing the training and additional supervision related to the training;
- is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant as appropriate.

[ref: WIA Section 101(31) and WIA Final Rule Section 663.700]

C. EMPLOYER PAYMENTS

1. 50% Reimbursement to Employers

NCCC will reimburse employers 50% of the total wages paid to each participant/trainee during the period of training agreed to. Payments are deemed to be in compensation for the extraordinary cost of providing the training and additional supervision related to the training of participants. The training hours and exact wage(s) and reimbursement level(s)

shall be specified in the OJT agreement. Employers are not required to maintain separate records to document the extraordinary costs actually incurred.

[ref: NCCC Policy and WIA Final Rule Section 663.700(a)]

2. Wage Reimbursement Allowable for Classroom Training Hours

OJT employers may be reimbursed for up to 50% of the cost of participant wages paid by the employer for time spent in classroom training activities during work hours if included in *Exhibit C* as part of the cost of the OJT hours.

[ref: NCCC Policy]

3. Overtime Hours

Overtime hours worked by an OJT trainee are not to be reimbursed. OJT agreements shall not plan for overtime hours or wages.

[ref: NCCC Policy]

4. Wage Increases or Fluctuations

If wages/salary vary during the training period due to shift differentials, temporary prevailing wage jobs, or other allowable factors, agreements may be amended to reflect the increase, but this is not required.

[ref: NCCC Policy]

D. WORKING CONDITIONS

1. Compensation at Same Rate as Similar Employees

OJT participants shall be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills, and such rates shall be in accordance with applicable law, but in no event less than the higher of the rate specified in Section 6 (a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the applicable state or local minimum wage law.

[ref: WIA Section 181(a)(1)(A) and WIA Final Rule Section 667.272(a)]

2. Health and Safety Standards and Workers Compensation

Health and safety standards established under state and federal law otherwise applicable to working conditions of employees shall be equally applicable to working conditions of OJT participants. It is the responsibility of the employer to provide adequate safety training for the OJT participant during the first week of training and to inform the

participant and agency staff of all protective clothing or gear needed for the position. NCCC program operators may assist the participant with purchase of such clothing or gear, if the employer does not provide it to all new hires in the position (e.g., steel-toed work boots). Employers shall assure that working conditions are safe, and program staff shall evaluate the safety of a worksite prior to entering an OJT agreement.

Workers compensation shall be provided to OJT participants on the same basis as the compensation is provided to other individuals in the state in similar employment. To qualify for OJT, an employer must provide workers compensation insurance coverage for OJT trainees.

[ref: WIA Section 181(b)(4), WIA Final Rule Section 667.274(a) & (b), and NCCC Policy]

3. Benefits and Working Conditions

Individuals in on-the-job training shall be provided benefits and working conditions 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.

[ref: WIA Section 181(b)(5) and WIA Final Rule Section 667.272(b)]

E. UNION EMPLOYERS

Concurrence of Employer and Union

Development and implementation of OJT agreements shall not impair an existing contract for services or collective bargaining agreement, and no activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.

[ref: WIA Section 181(b)(2)(B) and WIA Final Rule 667.270(b)]

F. DISPLACEMENT

A participant shall not be employed in or assigned to a job if any other individual is on layoff from the same or any substantially equivalent job; or if the employer has terminated the employment of any regular employee or otherwise reduced the workforce of the employer with the intention of filling the vacancy so created with the participant; or if the job is created in a promotional line and will infringe in any way upon the promotional opportunities of currently employed individuals. Furthermore, an employer must not allow the employment of an OJT trainee to infringe on non-overtime work hours of regular employees. Regular employees and program participants alleging displacement may file a complaint under the applicable grievance procedures found at Section 667.600 of the WIA Final Rule.

[ref: WIA Section 181(b) (2) and (3), and WIA Final Rule Section 667.270(a), (c) and (d)]

G. PART-TIME OJTs

If the program operator intends to meet the performance standards for the **Earnings Change and Earnings Replacement Rate**, entering into OJT agreements for part-time positions is not advisable. Part-time OJT agreements should not be entered into unless the participant will benefit from the arrangement in the long term.

[ref: NCCC Policy]

H. CONFLICT OF INTEREST

It is imperative that program operators are aware of the potential for accusations of conflict of interest. Situations that give rise to the appearance of impropriety include staff members writing OJT agreements with close personal friends or business associates; staff members accepting gifts or other favors from the employers with which they have written OJT agreements; a staff member writing an OJT with an employer whom he or she may work for. Questions regarding the appropriateness of an OJT in reference to potential conflicts of interest should always be referred to the NCCC Administrative Office. Staff and Local Workforce Investment Board Members (LWIB) members must also complete Statements of Economic Interest in accordance with NCCC's Conflict of Interest Code annually.

[ref: NCCC Policy]

SECTION II

Selection of Participants

A. SELECTION OF PARTICIPANTS

Referrals to OJT positions will be based on the applicant's comprehensive assessment, other intensive service received or individual service strategy (ISS), which will take into consideration the applicant's occupational interest, literacy level, aptitude, any previous work experience and level of need. To participate in OJT an individual must require training to gain and retain the position and must lack work experience equivalent to the training provided. This must be documented in the ISS. The case file must contain all the documentation to support the need for OJT.

[ref: WIA Final Rule Section 663.240 (b) and 663.310]

B. EMPLOYED WORKERS

OJT agreements may be written for eligible employed workers when: The employee is not earning a self-sufficient wage as determined by local board policy; the requirements of OJT as outlined in this procedure are met; and the OJT relates to the introduction of new

technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the local board. NCCC defines self-sufficiency as family income, which is above 250% of the federal poverty guidelines.

[ref: WIA Final Rule Section 663.705 and NCCC Policy]

C. REVERSE REFERRALS

Employer referrals will be considered only if the applicant's ISS indicate that the referral is appropriate and is in the best interest of the applicant. Though program regulations and local policy do not prohibit reverse referrals, this method of OJT development should be utilized with extreme caution. There have been documented cases of employers, discreetly, hiring applicants and then sending them to WIA for certification and enrollment into the OJT program. In nearly every case the employer would have hired the individual anyway, without the benefit of OJT. Because the applicants are usually already qualified to do the job, no training is received, leaving the employer as the only party who benefits from the arrangement. Staff should be particularly careful when employers send employed workers for certification and enrollment. Finally, when an individual is sent by an employer for certification, that person usually has no concept of WIA participation. This creates an awkward, confusing situation. Referring participants who have already received program information, have been determined WIA eligible, and have been assessed, and have OJT identified as a goal in the ISS is the best way to operate OJT.

[ref: NCCC Policy]

SECTION III

Selection of Employers

A. EMPLOYER ELIGIBILITY

The success or failure of any OJT program depends on the variety and availability of local employers who are supportive of the concept of OJT and have the ability to meet the contractual requirements that the law imposes. It is important for program operators to outreach to employers in the community, using whatever means are appropriate, so that training opportunities will exist for participants who can most benefit from the OJT program. Even though the availability of employers is essential to the operation of an OJT program, it is imperative that program operators utilize only those employers who can best meet the terms of the OJT agreement and the training needs of participants. Program operators should develop criteria for selecting employers that includes consideration of an employers past involvement with federal or state funded training programs, solvency, wages and benefits, commitment to providing training, reputation in the community, employee relations, hiring practices, and other information program operators consider to be important in determining the appropriateness of an OJT employers(s).

[ref: NCCC Policy]

B. PATTERN OF FAILURE

An OJT contract shall not be entered into with an employer who has exhibited a pattern of failing to provide OJT participants continued long-term employment as regular employees with wages, benefits, and working conditions at the same level and to the same extent as similarly situated employees.

[ref: WIA Section 195(4) and WIA Final Rule 633.700(b)]

C. RELOCATION

No funds shall be used for on-the-job training for any business or part of a business that has relocated, until the date that is 120 days after the date on which such business commences operations at the new location, if the relocation of such business or part of a business results in a loss of employment for any employee of such business at the original location and such original location is within the United States.

To verify that an establishment which is new or expanding is not, in fact, relocating employment from another area, standardized pre-award review criteria (NCCC Employer Survey, *Attachment #1*) must be completed jointly by the local area with the employer as a prerequisite to WIA assistance.

[ref: WIA Section 181(d) and WIA Final Rule Section 667.268]

D. NEPOTISM

OJT agreements will not be entered where nepotism is involved. OJT agreements are not allowed where an owner, partner, executive, general manager, supervisor, or any proposed OJT trainer is an extended family member of the OJT trainee such as spouse, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, or stepchild. Employers must be informed of the extent of this nepotism prohibition during completion of the Employer Survey (*Attachment #1*). If such a relationship between the above-stated employer representatives, managers, or trainers, and an OJT trainee, is discovered after the start of an OJT Agreement **the OJT Agreement** shall be terminated.

[ref: WIA Final Rule Section 667.200(g) and NCCC Policy]

E. SECTARIAN ACTIVITIES

OJT must not violate any of the provisions limiting sectarian activities which are contained in the Act.

WIA Title I funds may not be spent on the employment or training of participants in sectarian activities. Participants shall not be employed under Title I of WIA 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 of religious worship. However, WIA funds may be used for the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship if the organization operating the facility is part of a program or activity providing services to WIA participants.

[ref: WIA Section 188(a)(3) and WIA Final Rule Section 667.266 and 667.275(b)]

F. POLITICAL ACTIVITIES.

The Secretary shall not provide financial assistance for any program under this Title that involves political activities.

WIA statutes and regulations do not allow provision of any financial assistance for programs involving political advocacy. OJT agreements must not violate any of the provisions limiting political activities. No OJT trainee during training hours shall engage in any political advocacy.

[ref: WIA Section 195(6)]

G. OJTs WITH LWIB MEMBERS

It is allowable to enter OJT agreements with employers in which NCCC LWIB members have a financial or other interest. When such OJT agreements are developed, as for all OJT agreements, due consideration must be given to the provision of significant training and benefit to the trainee. All OJT agreements entered with employers in which LWIB members have an interest must be held to the same objective standards and criteria as other OJT contractors, including exclusion from the OJT program if a pattern of failure occurs.

[ref: NCCC Policy]

SECTION IV

The OJT Agreement/Contracting Procedures

A. SELECTING APPROPRIATE OCCUPATIONS

WIA regulations allow great latitude in determining occupational areas that are suitable for OJT. In general, only those occupations for which there is a reasonable expectation of future employment, demand skills that require a definite period of training, and offer wages that compare to those similar occupations and industries in the area, should be considered for OJT.

Beyond the minimum characteristics described above, case managers should also consider other criteria, including the following:

- High growth occupations in the primary labor market;
- Occupations with a low or average rate of turnover;
- Skilled jobs which offer opportunity for advancement and upward mobility;
- Occupations that offer high skill transferability.

B. DETERMINING TYPE AND LENGTH OF TRAINING

An OJT Agreement must be limited to the period of time required for a participant to become proficient in the occupation for which training is provided. The duration of OJT Agreements shall be based on the O*Net Job Zone and/or the Specific Vocational Preparation Levels (SVP Levels) for the occupation designated for OJT, along with due consideration of the education, experience, skills and aptitudes of the participant, as these relate to a participant's need for training in the occupation. The consideration of these other factors may cause appropriate adjustments to the training period indicated as appropriate per the O*Net Job Zone or SVP Level. Furthermore:

1. OJT agreements shall be entered for a minimum of one month, four weeks, or 173 hours, depending on whether the participant is to be paid monthly, weekly, or hourly.
2. OJT agreements shall be entered for durations appropriate for the occupation and the participant/trainee. If more training is needed at the end of the agreement period for the trainee to gain proficiency in the occupation, and if the employer has been providing the agreed to and necessary training consistently, then the period and training hours of the agreement may be increased by formal amendment. An amendment to increase the training hours and period may also occur when additional types of training or training elements are added to the agreement.
3. If the participant becomes competent (score of 5) in all skill areas identified in an On-the-Job Training Plan (*Exhibit C* of the OJT Agreement), then no further training is needed, and the agreement must be terminated effective the date the participant is determined to be competent in all the skills to be acquired under the OJT Plan.

The following is an explanation of O*NET Job Zones (one and two) and SVP Levels (2-6) and the time associated to each level:

O*NET JOB ZONES

Job Zone One (Identified as having SVP Level below 4.0.)

- **EXPERIENCE:** Little or No Preparation Needed: No previous work-related skill, knowledge, or experience is needed for these occupations. For example, a person can become a general office clerk even if he/she has never worked in an office before.

- **EDUCATION:** These occupations may require a high school diploma or GED certificate. Some may require a formal training course to obtain a license.
- **TRAINING:** Employees in these occupations need anywhere from a few days to a few months of training. Usually, an experienced worker could show how to do the job. These occupations involve following instructions and helping others.
- **EXAMPLES** include bus drivers, forest and conservation workers, general office clerks, home health aides, and waiters/waitresses.

Job Zone Two (Identified as having SVP Level 4.0 to 5.9.)

- **EXPERIENCE:** Some Preparation Needed: Some previous work-related skill, knowledge, or experience may be helpful in these occupations, but usually is not needed. For example, a drywall installer might benefit from experience installing drywall, but an inexperienced person could still learn to be an installer with little difficulty.
- **EDUCATION:** These occupations usually require a high school diploma and may require some vocational training or job-related course work. In some cases, an associate's or bachelor's degree could be needed.
- **TRAINING:** Employees in these occupations need anywhere from a few months to one year of working with experienced employees. These occupations often involve using your knowledge and skills to help others.
- **EXAMPLES** include drywall installers, fire inspectors, flight attendants, pharmacy technicians, salespersons (retail), and tellers.

SVP Level

Time

1	Short demonstration.
2	Anything beyond short demonstration up to and including 30 days.
3	Over 30 days up to and including 3 months.
4	Over 3 months up to and including 6 months.
5	Over 6 months up to and including 1 year.
6	Over 1 year up to and including 2 years.

The following chart should be followed when determining the amount of hours for the months in training.

MAXIMUM OJT HOURS (Based on 40 hr. week)*		
<i>SVP Level</i>	<i>Months in Training</i>	<i>Hours</i>
2	1	173
3	2	347
3	3	520
4	4	693
4	5	867
4	6	1040

C. ESTABLISHING ACCOUNTABILITY

Successful OJT agreements are built on a solid foundation of communication and understanding. It is vital that all parties to the OJT agreement understand its' terms. This includes the employer (owner, president, manager), the employer's designee (foreperson, supervisor, trainer), program operator staff, and, of course, the participant. It is essential that all the parties to the agreement mentioned here review the agreement before it is signed by the employer, preferably at the same time, in a group setting. Items that should be discussed and reviewed include the following:

- 1) The training outline and the time frames involved. A copy of the job description and training outline should be provided to the trainee and the employer designated trainer.
- 2) The starting wage and wage scale of the employer.
- 3) Payroll periods and overtime policies.
- 4) Health benefits, vacation, sick leave policy, if applicable.
- 5) How often the trainee will be evaluated and the work-site monitored. This includes how the training outline will be used to monitor training.
- 6) Causes for termination, policies on warning notices, and the WIA grievance procedure. If the employer has an employee handbook, it would be an appropriate time for all parties involved to review it.
- 7) A procedure by which the employer will inform the case manager when difficulties with the agreement arise, to allow for correction. If the participant is in danger of being terminated, a corrective action plan could be developed.

D. EMPLOYER SURVEY

The NCCC Employer Survey is presented as *Attachment 1* of this manual. It is to be used by all program operators for **every** employer requesting the referral of WIA participants for OJT. The Employer Survey should be kept by the program operator in the OJT agreement file. Instructions for filling out the Employer Survey are as follows:

<Top Section

- Employer Name - Fill in employer's name as it appears on business license or tax records.
- Address - Physical and mailing address.

- Company Official Providing Information - Must be the owner, partner, corporate officer, or general manager.
- Title of Official Providing Information

<Sequentially numbered items:

- 1) Number in workforce. This includes the employer, partners, and corporate officers.
- 2) May include trainees from other program operators or other funding sources.
- 3) Successfully means that the participant entered employment and remained employed for 13 weeks.
- 4) Ask to see workman's compensation policy.
- 5) Examine payroll system, if available.
- 6) Health or other benefits available.
- 7) Union concurrence means that union officials have been approached and do not dispute the employer's use of OJT.
- 8) Calls to the Labor Commissioner or to the appropriate state agency may be necessary to verify this information.
- 9) This includes lay-offs of any duration.
- 10) May be verified by the state or NCCC.
- 11) If the employer has relocated from another area and a loss of employment has occurred from any employee than an OJT may not be written until at least 120 days have passed since the relocation.
- 12) Indicate whether or not the agreement has been awarded.

<Bottom Section

- Comments - Include any comments related to #3, #8, #9 and any other question where further information may be necessary.
- Staff Reviewer Name - The name of the staff person who interviews the employer.
- Staff Reviewer Signature - Signature of the staff person who interviews the employer.
- Date of Review - Must precede start date of any OJT agreement.

E. THE OJT AGREEMENT DOCUMENT

Instructions for completing the OJT agreement (*Attachment 2*) are listed below and should be adhered to insure timely processing by the NCCC Administrative Office:

OJT Agreement Submission Instructions

- Two copies of the OJT agreement must be submitted to the NCCC Administrative Office for approval bearing original signatures of the employer.
- The NCCC Administrative Office will assign a number to the OJT agreement and will return one copy bearing original signatures to the program operator.
- In turn the program operator shall duplicate the returned agreement, maintain the copy in the participant file and provide the original to the employer.

OJT Agreement Instructions

Page 1

<Top of Page 1 (upper right)

- Agreement No. - Leave blank, for NCCC use only.
- Agency - Name of program operator.
- Trainee - Name of the participant entering OJT.
- Staff Name - Program operator staff person responsible for oversight and monitoring of the OJT agreement.

<Top of Page 1 (beginning with the North Central Counties Consortium)

- Enter name of employer as it appears on the employer's taxpayer identification records.
- Enter date of agreement. Date should be same date as training starts.
- Enter city and county the employer's business is physically located in.

<Sequentially numbered agreement items beginning with NCCC and Employer agree:

- 1) Enter starting and ending dates for the OJT.
- 2) Important to emphasize to the employer that the agreement is a *training* agreement and that the employer is agreeing to *train* the participant, as outlined in the *Exhibit C, On-the-Job Training Plan*.
- 3) Payments to employers are to compensate the employer for the extraordinary costs associated with the lower productivity of such participants.

- 4) The trainee may not perform work for or be under the supervision of an employer other than the one listed on the OJT agreement.
- 5) The employer cannot hire an OJT participant if it displaces a current employed worker including, partial displacement such as a reduction in non-overtime hours, wage, employment benefits, and/or infringement on promotional opportunity.
- 6) The program operator needs to have a clear understanding of the circumstances surrounding the creation of the OJT opening. If there is any doubt that the employer has laid off an employee with the intention of hiring an OJT participant, then the agreement should not be entered into.
- 7) The employer must provide the OJT participant with the same benefits as the employer's other employees performing similar work. Safety instructions and equipment must also be provided to OJT participants. The employer must pay the wage identified in the *Exhibit B*, provide worker's compensation, and the training will to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants.
- 8) The employer should be reminded here that this is not an agreement that creates a temporary job situation. The intent is that the participant will become a regular, *permanent* employee at completion of training.
- 9) It is important that the employer understand that the employer's records will need to be examined to provide reimbursement and insure compliance. The employer must also be made aware that these records may also be examined by the state, Department of Labor, Office of Inspector General, or any other governmental entity with any WIA oversight responsibility.
- 10) Explain that invoicing will be performed monthly as close as possible to the end of a pay period. It would be advisable to discuss how important it is that the employer make time available for invoicing to insure timely payment.
- 11) It is important to reiterate to the employer that they will not be reimbursed for overtime and shift differential pay, holidays or any other periods of time where the participant is not in training.
- 12) Explain to the employer that changes in hours, training elements, salary, etc. will require amendments to the agreement and must be *agreed* to in advance.
- 13) Explain to the employer that if any of the terms of the agreement are not met or the trainee is found to be ineligible for WIA, then NCCC may immediately terminate the agreement.

- 14) The case manager should review the *Exhibit A* with the employer.
- 15) The employer shall not act as an officer, employee, or agent of NCCC or the State of California and shall not subcontract in the name of NCCC or the State of California.
- 16) The employer must agree to follow federal, state and local laws and the rules and regulations outlined in the OJT agreement. If they fail to do so, NCCC will terminate the OJT agreement. Example: Employer refuses to compensate the OJT participant at a rate of one and one half times their hourly wage when they have requested the participant to work overtime.
- 17) The employer's history of hiring OJT participants at completion of training should be discussed. Also, a review of WIA records regarding the employer should be conducted to see if a "pattern of failure" exists prior to entering into a new agreement.
- 18) The agreement may not be entered into for at least 120 days if the employer has relocated and a loss of employment has resulted for any employees.
- 19) The employer must understand and agree that NCCC shall be held harmless from all liability arising in whole or in part from the acts or omissions of the employer or the OJT participants during the performance of the agreement. NCCC will not be liable for costs associated to the employee's wages/benefits and worker's compensation.
- 20) If the employer may use their own grievance procedure. If none exists, the employer must use NCCC's grievance procedure.

<Signature Page

- Employer Signature. Someone who has the authority to enter into agreements shall sign the agreement. This person should be someone such as: the owner or partner of a business, president or vice president of a corporation, director of a public or non-profit agency, etc.
- Printed Name and Title. Insert the name and title of the individual signing the agreement.
- Employer Address and Telephone. Insert the mailing address and telephone number of the employer.
- Authority to Sign OJT Invoices. If the employer wishes to elect another employee to sign the OJT invoices they may do so. This individual should be someone who is normally available when OJT invoicing is conducted. This individual may not be the OJT participant. The employer may elect more than one person to have the authority to sign OJT invoices.

- Authority to Sign OJT Invoices and Amendments. If the employer wishes to elect another employee to not only have the authority to sign OJT invoices but to also have the authority to sign OJT amendments, then they may do so. Again, this individual should be someone who is normally available and may not be the OJT participant. The employer may elect more than one person to have the authority to sign OJT invoices/amendments.

F. EXHIBIT A

The following section is designed to provide clarification of issues that may be raised relative to the clauses that are included in the *Exhibit A*. Each clause will receive comment.

- 1) What the employer is assuring us here is that said employer did not engage in any form of discrimination in selecting the OJT participant over other candidates. The employer is also assuring that the OJT participant selected will not be the subject of discrimination during the OJT or after it has been completed and that none of the employer's other regular employees are the subjects of discrimination.
- 2) Same clarification as #1.
- 3) The program operator is giving the same assurance as the employer in #1.
- 4) The employer needs to be aware that the OJT participant, while being paid for training hours that are subject to reimbursement to the employer, may not be engaged in **any** political activity. Program operators need to be wary of OJT employers who are running for political office or who are heavily involved in the political campaign of another person. These types of situations create the greatest potential for violation of the Hatch Act.
 - The position may not involve any sectarian activities. Refer to Page **8** of this manual.
- 5) The employer must not hire and employ an OJT participant who is a member of his/her family. Refer to Page **8** of this manual.
- 6) The employer may not have any unappealable findings of contempt of court by a federal court within the previous two-year period in order to participate in the WIA OJT program.

G. EXHIBIT B

The *Exhibit B*, Employer and Job Related Information, is to be used to record important data needed to be recorded regarding the OJT employer. This data will be utilized later to complete the OJT invoicing/monitoring and to insure that the employer is an eligible OJT employer.

<Section I. Employer and Job Related Information

- A. Enter the name of the employer as it appears on the employer's taxpayer identification records.
- 1) Enter the mailing address of the employer which indicates where they want the OJT agreement reimbursement checks mailed to.
 - 2) Enter the phone number of the OJT facility.
 - 3) Enter the nature of business, i.e. manufacturing, service, agriculture, etc.
 - 4) Enter the name of the employer's worker's compensation carrier.
 - Enter the number of the worker's compensation policy.
- B. Enter the employer's physical address, even if the trainee may work in other locations.
- C. Enter the name of the person in charge of training. The individual would normally be the person who actually spends the largest percentage of time training the participant.
- D. Proportion of Trainees/Employees at the Time the Agreement is Entered Into
- 1) Enter the number of employer's regular employees. The employer may be included in the total if they normally work at the OJT facility.
 - 2) Enter the total number of trainees, **excluding the participant who is named on the agreement**. NCCC OJT policy relative to the regular employee to trainee ratio should be explained here.
- E. Enter the occupational title(s) that closely relate to the tasks and skills associated to an occupational title(s) located in the Dictionary of Occupational Titles (DOT). It may require the listing of more than one occupational title if the description of tasks and skills does not match one specific title.
- F. Enter the O*NET that match the occupational title(s) listed above.
- Enter the Job Zone from the O*NET that correlates to the occupational titles and codes listed above.
- G. Enter the basic work schedule that indicates all of the following items: the days, hours of work each day, and average number of hours per week. If the trainee's schedule varies, you may indicate so but you should include the average number of hours to be worked per week.

H. Enter the hourly, weekly or monthly wage (based on how the trainee will be paid) that the trainee will be paid initially.

- Enter the wage the trainee will be paid at the completion of training.

I. Enter the pay period(s) when the trainee will be paid, i.e. monthly, semi-monthly (twice a month), bi-weekly (every two weeks) or weekly.

Enter the pay dates when the trainee will be paid, i.e. last day of month, 1st and 15th, every other Wednesday, every Friday, etc.

<Section II. Cost Computation

- Reimbursement Rate for OJT. Enter the rate of pay the employer will be reimbursed by NCCC, i.e. one half the rate of pay the trainee will be paid. If the employee is paid \$10.00 per hour, the reimbursement rate will be \$5.00.
- OJT Time for Trainee. Enter the amount of training time determined for this trainee based upon the O*NET and Job Zone, skills of the trainee, etc. The training time shall be indicated based upon how the trainee will be paid, i.e. hours, weeks or months.
- OJT Cost for Trainee. Enter the total amount that the employer will be reimbursed if the trainee completes the training, i.e. multiply the “Reimbursement Rate for OJT” x the “OJT Time for Trainee” = the “OJT Cost for Trainee”.
- Totals. Enter the total of “OJT Time for Trainee” and “OJT Cost for Trainee”.

H. EXHIBIT C

<Section III. On-the-Job Training Plan

The *Exhibit C*, On-the-Job Training Plan, is to be used as a dual-purpose document. First, it will outline the skill requirements for the OJT position, the number of hours required to learn the skill, the training method to be used in acquiring the skill, and method by which the skill acquisition will be measured. (See examples at the end of this section.) This will be discussed with all parties present at the time the agreement is signed and a copy should be given to the participant. The *Exhibit C* will then be copied and used by the operator as a monitoring device that will verify attainment of the skills that are outlined. Directions for completing and using the OJT Plan follow and should be adhered to when completing the document.

- Agreement No. - Enter the OJT assigned Agreement No.
- Employer - Enter the name of the employer.
- Trainee - Enter the name of the trainee.
- Occupation(s) Title(s) and O*NET Code(s) - Enter the Occupation Title and O*NET Code(s) of the trainee's position. Enter multiple titles and O*NET codes if more than one apply to the position.
- Skill Requirements - List the skill requirements needed to perform the job to the standards specified by the employer. Competencies should be stated as specifically as possible, identifying the skill to be used, the level of attainment, and tools or equipment to be operated.
- Training Method - Identify the method to be used to teach the skill. This may include classroom/workshop attendance, observation, oral instruction, demonstration and practice, reading of instructional or procedure manuals, guided simulation, trial and error, etc.
- Measurement Method - Identify the method to be used to determine if the trainee has acquired the skill. Typical methods of measurement include oral or written tests, observation, or review/inspection of a finished product or job.

The remaining parts of this form such as Rating, Scoring, Comments, Monitoring Date, and Signatures, will not require completion until monitoring of the agreement occurs. These items are covered in Section V, Item B, entitled "Monitoring".

The following completed OJT Plans are to be utilized as examples:

Landscape position

SKILLS TO BE ACQUIRED/TRAINING TO BE PROVIDED	TRAINING METHODS	MEASUREMENT METHODS
Participant will be able to:		
Mow & edge lawns using riding, push mowers, power edger Weed & mulch beds	demonstration, observation, & criticism	Observation & inspection
Apply chemical treatments to control insects, disease, and weeds as directed	oral instruction, written procedures, labels	written test & observation
Identify common trees, shrubs, hedges, and flowers & proper care	oral, read "Home Gardening" & Sunset Guide", drill oral, read Chapter 2, "Sunset",	oral test
Transplant trees, shrubs, etc.	observation and criticism (same), read Chapter 3.	observation, oral Q&A
Prune trees, shrubs, etc.		same
Dig ditches for drainage and sprinkler systems	demonstration	observation, inspection

Apply fertilizer with spreader and hose-end sprayer	demonstration, equip. manuals	observation
Calculate perimeter, area, and volume in feet, yards	GED class, practice	simulation
Compute ratios and volume for mixing chemicals, etc.	GED class, product labels, demonstration	simulation
Clean, lube mowers, edgers; change oil, aircleaners on small engines	demonstration, equip. manuals	observation, inspection
Identify flammable & poisonous chemicals; proper disposal	observation, products labels	oral Q&A
Complete work orders, time slips for records, billing	oral instructions, practice, criticism	inspection

Specialized Data Input position:

SKILLS TO BE ACQUIRED/TRAINING TO BE PROVIDED	TRAINING METHODS	MEASUREMENT METHODS
Participant will be able to:		
Perform routine clerical functions using telephone and mail procedures	oral instruction, demonstration, and practice	Supervisor observation
Perform Data Control functions		
Organize input documents	demonstration	observation
Prepare Batch Tickets	demo, observe, practice	review of product
Select, handle diskettes	demo, observation	observation
Recover data after power failure or incorrect disk removal	written manual, demo, and observation	simulation
Perform emergency shutdown	written manual, demo, and observation	simulation
Enter and verify data		
Set up workstation	written manual, demo	observation
Enter data from source docs at 10,000 kph (2 errors)	proced. manual, practice	production review(test)
Correct/modify entries	proced. manual practice	product review
Retrieve info from tape and diskette	demonstration, practice	observation
Format diskettes	written manual, demo	product review
Verify alpha & numeric data	written manual, demo	product review
Perform machine operations		
Prepare printouts	written instruct, demo	product review
Prepare production logs	demo	product review
Maintain supplies	demo	observation
Change printer ribbons	written manual, demo	observation
Prepare custom reports	seminar, practice	simulation, product

Cashier position:

SKILLS TO BE ACQUIRED/TRAINING TO BE PROVIDED	TRAINING METHODS	MEASUREMENT METHODS
Participant will be able to:		
Accurately identify and efficiently operate a standard electric cash register	Two day group training during first week.	Simulation, observation test

Count money and give change accurately	Training and on the job during first month.	
Identify foreign currency and counterfeit money	Periodic trainings	Simulation, test
Process credit card transactions	Two day group training during first week.	
Accept and review manufacturer and store coupons	Periodic on the job training during second and third months.	Demonstration
Identify switched or altered price tag		
Process returns and exchanges	Group trainings	

I. OJT AGREEMENT AMENDMENT

Amendments to the OJT agreement are required in the event that the terms of the agreement need to be changed. The OJT Amendment Form (*Attachment 3*) is utilized to designate the changes.

OJT Amendment Submission Instructions

- Two copies of the OJT amendment (including all pages from the agreement reflecting those items that have changed) must be submitted to the NCCC Administrative Office for approval bearing original signatures of the employer.
- The NCCC Administrative Office will return one copy of the amendment bearing original signatures to the program operator.
- In turn the program operator shall duplicate the returned amendment, maintain the copy in the participant's file and provide the original to the employer.

<Changes to the agreement which require amendments are as follows:

Changes in Pay for the Participant - Amendments shall be made for changes in pay, effective the date such changes occur, and shall be reflected in *Exhibit B*. In the case of pay raises that change the hourly rate of pay only slightly or involve temporary prevailing wages, program operators may wish to avoid having to amend the agreements by convincing the employers to stay with the original terms and forego the additional reimbursement.

Increasing the Training Period for the Participant - This may result from additional duties, increased skill level or increased responsibilities. These must be added to the Elements of Training. Any other reasons for increasing the training period should be explained by note to the NCCC staff and justification for increased time must be documented in the ISS.

Decreasing the Training Period for the Participant - When the participant is hired prior to the completion of the allotted hours, it is necessary to submit an amendment to the NCCC Administrative Office amending the training period to the actual time and amount used.

Extending the Term of the Agreement – This may result when the training time is increased because of an increase in job duties but may also result when the trainee may need additional time to become competent in the skills to be learned or has missed work due to illness or injury and was unable to finish the training hours before the term of the agreement ended.

OJT Amendment Instructions

<Top of Page

- Agreement No. - Leave blank, for NCCC use only.
- Amendment No. – Indicate the amendment number (i.e. #01, #02, etc.)
- Agency - Name of program operator.
- Trainee - Name of the participant entering OJT.
- Staff Name - Program operator staff person responsible for oversight and monitoring of the OJT agreement.

<Middle of Page

- Insert name of employer same as it reads on original agreement
- Insert date that the change to the agreement became effective (*example: if the agreement is amended because of a pay raise then the effective date of the amendment is the same day as the pay raise*)
- Indicate the type of change that is affecting the agreement. Check all that apply.
- List a reason for the change (*example: change in pay, reason may be wage increase; increase in training time and extend term of agreement, reason may be additional job duties have been added*)

<Bottom of Page

- Employer Signature. Someone who has the authority to sign amendments as indicated on page 4 of the agreements.
- Printed Name and Title. Insert the name and title of the individual signing the Amendment
- Employer Address and Telephone. Insert the mailing address and telephone number of the employer.

J. OJT NOTICE OF TERMINATION

Use of the Notice of Termination of the OJT Agreement (*Attachment #4*) document is required for use when terminating an agreement.

<OJT Notice of Termination Submission Instructions

- Two copies of the Notice of Termination of OJT Agreement must be submitted to the NCCC Administrative Office for approval.
- The original will be returned to the program operator.
- In turn, the program operator will mail the original to the employer and will retain a copy for file.

<OJT Notice of Termination Instructions

The following clarification applies to the termination clauses on this document:

First Clause - The agreement has been executed (signed, issued a number and returned to the program operator) but the OJT participant has not started work.

Second Clause - The OJT participant has started training but departs from the position for any reason prior to completion of training.

Third Clause - The OJT participant has been found to be ineligible for WIA.

Fourth Clause - Sufficient funds are not available to complete the OJT agreement.

Fifth Clause - Other reasons for termination would include the employer not meeting the terms of the agreement due to non-compliance or non-performance.

SECTION V

Invoicing, Monitoring, Follow-Up, Administrative Review

A. INVOICING

Guidelines for invoicing are as follows:

- Invoicing of the OJT agreement should be conducted on a monthly basis, utilizing the invoice (*Attachment 6*).
- The invoicer should review the following documents when completing an invoice:

- 1) Time cards;
 - 2) Payroll records showing hours, pay rate, deductions and net pay;
 - 3) Cancelled checks (if available)
- Both the employer and the invoicer must sign the invoice.
 - It is recommended that invoicing be conducted on the basis of the employer's pay periods to allow for greater accuracy.
 - The original invoice must be submitted to the NCCC Administrative Office for payment.
 - A copy of the completed invoice should be forwarded to the employer. One copy of the invoice should be on file at the program operator office.
 - It is recommended that the invoicer utilize a system for recording information as back-up to the invoice. A ledger sheet, updated each invoicing period, would include all information necessary for subsequent invoices. (*Attachment 5*)

Instructions for filling out the invoice (Attachment 6) are as follows:

<Section A

- Employer - Enter the name of the business exactly as it reads on the OJT agreement. This is the name of the business in which the checks will be made payable to.
- Agreement No. - Enter the OJT agreement number which was issued by the NCCC Administrative Office.
- Mailing Address - Enter the address that the employer wants the OJT reimbursement checks mailed to.
- County - Enter the county which your agency is located.
- Invoice No. - Enter number one for the first invoice, two for the second, etc.
- Final Invoice - If this is the last invoice, enter "Yes" or "No" if it is not the final invoice.
- Billing Period - On the first invoice, enter on the line entitled "From" the first day the trainee worked. This date must match the date the term of the OJT agreement commenced. On the line entitled "Thru" enter the date the pay period ended.
 - ❖ Each consecutive invoice will start the day after the last pay period ended.

- Basic Workweek - Enter the number of average number of hours (if they vary) that the trainee will normally work.
- Funding Source - Enter the funding source the invoice is billed to.

<Section B

- Trainee Name and Social Security - Enter the name of the trainee and enter their social security number below their name.
- Job Title - Enter the job title as it appears on the OJT agreement.
- Time Worked - Enter the total number of hours, weeks, or months (based upon how the trainee is paid) that the trainee has worked during the “Billing Period”. This time will be calculated from review of the trainee’s time cards and payroll records.
- Rate - Enter half the rate of pay the trainee is being paid. If the trainee is paid by the hour it must be an hourly rate, weekly must be a weekly rate, and monthly must be a monthly rate. This rate of pay must also match the reimbursement rate of pay indicated in the agreement.
- Amount - Enter the amount of money to be reimbursed to the employer. This amount is the “time worked” x the “rate”.
 - ❖ If a participant receives a change in pay during the billing period then a breakdown of the hours for each rate of reimbursement must be calculated.
- Total Amount Due - Enter the “Total Amount Due” to the employer.
- Contractor’s Authorized Signature - The employer or their authorized designee as indicated on the OJT agreement must sign the invoice.
- Date - Enter the date the employer or their designee signs the invoice.

<Section C

- Staff Signature and Date - The staff person who has reviewed the payroll records must sign and date the invoice.

B. MONITORING

The monitoring form is also the OJT Plan. Once monitoring has commenced, the Rating, Scoring, Comments, Monitoring Date, and Signatures sections of this form will be completed. The other sections to the forms have been previously completed when the OJT

agreement was written. The following directions relate to the above referenced sections of the OJT Plan which will be completed when monitoring occurs:

- Rating - Rating is to be completed with each invoice/monitoring form. The rating scale for each identified skill is as follows:
 - <Training for this skill has not commenced - 0
 - <Training for this skill has commenced but no progress has been made - 1
 - <Some progress has been made toward skill attainment - 2
 - <Satisfactory progress has been made toward skill attainment - 3
 - <Significant progress has been made toward skill attainment - 4
 - <Competency in this skill has been attained - 5
- Scoring - Add all of the rating scores together. Enter the sum of all rating scores on the line entitled "Total Score".
 - <Possible Score: A possible score of 5 will be counted for each skill. Multiply 5 x the number of skills to equal the "Possible Score".
 - <% Score: Divide the Total Score by the Possible Score to equal the % Score.

The OJT agreement must be terminated once the specified training time has been reached or competency has been attained for each identified skill. Agreements may be extended if additional skills are identified and additional training is justified.

- Comment - Issues related to work habits such as: attendance, punctuality, interpersonal relationships, attitude, appearance, etc., may be documented in this section.
- Monitoring Date - Enter the date the monitoring occurred.
- Signatures - The monitoring form is to be signed by the Worksite Supervisor, Trainee, and WIA Staff Member.

Monitoring visits should include interviews with the employer, supervisor, and the trainee. Corrective action plans should be developed when appropriate and monitored during subsequent visits. Program operators may wish to utilize additional, internally developed monitoring report forms or evaluations.

C. FOLLOW-UP

The responsibility of the case manager in insuring customer satisfaction does not end when the OJT agreement is over and the placement paperwork has been recorded. A successful placement is one provides job security and satisfaction for the participant over a long time period. It is also one the employer finds has long term benefits for his/her business.

In order to keep the employer satisfied and the participant on the job, follow-up is critical. In many cases, however, follow-up becomes an exercise in record keeping instead of a method of insuring long-term success. Quality follow-up can be time consuming but the benefits far outweigh any short-term disadvantages. For example, follow-up can:

- 1) Reduce time spent job developing because of higher follow-up employment rates. Better retention promotes a good reputation within the employer community, reducing the difficulty in finding new employers;
- 2) Insure the repeat business of good OJT employers;
- 3) Increase the participant's longevity on the job which leads to a more favorable employment history;
- 4) Assist the participant in obtaining raises and promotions more rapidly, thus increasing the participant's upward mobility;
- 5) Make the OJT program more cost effective for the employer and program operators by reducing the number of OJT positions that have to be refilled because an agreement fails.

D. ADMINISTRATIVE REVIEW

NCCC Administrative Staff will review OJT programs. Reviews will include an examination of eligibility, case management, and invoicing systems. Operators are also subject to monitoring by the state and DOL, and other federal agencies at any time. It is essential that operators develop their own in-house monitoring systems to periodically review files and make corrective action in advance of being required to by outside monitoring entities.