

Erie County Department of Job and Family Services



**Workforce Investment Act
2010**

On-the-Job Training Program



On-the-Job Training (OJT) Packet

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Contact Information:

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On-the-Job Training (OJT) Procedures

This procedure is effective July 1, 2008 and applies to On-the-Job Training (OJT) agreements funded by Workforce Investment Act and Erie County Department of Job and Family Services, (ECDJFS).

1. Purpose

The purpose of an OJT is to assist businesses in training and retaining skilled, productive workers. OJTs may be used to help train newly hired employees or eligible current employees. Potential funding sources include WIA Adult, Youth and Dislocated Worker funds and statewide Incumbent Worker funds. OJTs are described in WIA §101(31).

2. OJT Forms and Paperwork

OJT Agreements shall use the attached agreement format. OJT Agreements are signed by Employers and ECDJFS. OJT agreements are non-financial. **When an eligible Trainee is identified, a Training Outline is completed, and at that point funds are obligated.**

When training is complete, assuming the Trainee is still employed and is expected to work thirty (30) hours a week or more, an invoice for one half of the training payment should be submitted. A second invoice should be submitted at the end of an additional Retention Period of three months after the end of the Training Period. The invoice form is attached to this procedure. All invoices should be for \$2,500 or less, unless an exception has been approved. For example, an exception will be granted if the Trainee becomes employed at a higher hourly rate by another employer. Other expectations may be granted on a case-by-case basis.

Prior to writing and committing funds for OJTs, staff should consider the items in the OJT Checklist attached to this procedure. The Checklist should be updated when the business is sold or transferred, when any other major changes occur, and at least every other year.

Modifications to the OJT may be executed as needed. The most common modification is extension of the Training Period.

Supplemental training tied to work may be recorded using the OJT Supplemental Training form. An example is a computer class scheduled during normal work areas. The Employer might agree to release time and the Trainee agrees to take, attend and make satisfactory progress in the class.

3. OJT Training Length

Training need, training completion, and training length are determined Trainee by Trainee using the OJT Training Outline Instructions. The duration of the Training Period should be estimated as follows:

- a. ECDJFS representative, working with the Employer, determines the job title for the position to be trained for, referencing the Occupational Network (O-Net);
- b. From O-Net as a reference the length of training is set.
- c. The ECDJFS representative shall consider the training needs of each participant;

- d. An OJT must be limited to the period of time required for a participant to become proficient in the occupation for which training is being provided. In determining the appropriate length of the contract, consideration must be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employment plan [WIA§101(31)(c)];
- e. No OJT will be written with a Training Period of less than four weeks or more than 13 weeks. Exceptions may be made on a case-by-case basis.

4. Job Upgrades

A current employee may receive an OJT if they are eligible (unemployed, underemployed, or possibly an incumbent worker included in a special grant), and additional skills and abilities are needed. The OJT "Starting Capability" score and planned gain by the end of the Training Period document the need for additional skills and abilities and justify the writing of an upgrade OJT.

5. Write and Submit the OJT Agreement When...

- a. OJT Checklist information has been, considering each Employer's circumstances, adequately addressed. For example, relocation need not be discussed with a locally owned grocery store which has been at the same location for ten years. Relocation should be discussed with a national firm with many subsidiaries which is just breaking ground in a local area.
- b. Positions have been identified which the Employer expects to need help filling and which are likely to require On-the-Job training.
 - or -
 - Positions have been identified which are now filled by eligible adults, dislocated workers or youth who need training to retain employment and advance.
- c. If the employer has written OJTs with Area 7 in the last two (2) years, the retention rate is either adequate or an acceptable corrective action is planned.
- d. The Employer and any involved staffing agency have read the invoicing procedure and OJT rules, have had a chance to ask questions, and have signed the OJT agreement.

6. Write and Submit Training Outlines When...

- a. An eligible individual has been hired and needs training.
 - or -
 - A current employee of the OJT Employer or another employer who is eligible needs training.
- b. Training is presumed to be needed (a) when the "Starting Capability" score is below 67%, and (b) four points or more will be gained when "Ending Capability" is scored, and (c) "Ending Capability" is expected to exceed 80%. Exceptions may be granted on a case-by-case basis.
- c. A current eligible employee must also (a) expect a wage gain of \$0.50 or more by the end of the training period, or (b) expect an upgrade and a "backfill" with a new hire through ECDJFS when training is complete, or (c) a case-by-case exception is granted by ECDJFS. Example of exceptions include but are not limited to (a) a worker has a disability and requires retraining, (b) medical benefits and permanent status are gained, or (c) a layoff can be averted through retraining.

- d. “Skills to be Learned” should be included in the Training Outline. Put the “Skills” in plain English, basing the score primarily upon the supervisor’s judgment. All “Skills” included in the Training Outline should have a “Starting Capability” score of “1” or “2”. Exceptions to this paragraph may be made on a case-by-case basis.
- e. The job is expected to last at least a year and provide at least thirty (30) hours of work each week.
- f. The Training Outline should be completed within two (2) weeks of the hire date, or if the Trainee is eligible and already employed, within two (2) weeks of the eligibility determination.
- g. The wage in the Training Outline should be at least \$9.00 per hour and the Trainee should expect at least thirty (30) hours of work each week. Exceptions may be made on a case-by-case basis.

7. Write and Submit OJT Invoices when

- a. An “Ending Capability” score of 80% or more, with a gain of 4 points or more, has been achieved. The “Ending Capability” score should be determined within one week prior to or after the end of the OJT training period; **plus**,
- b. The Training Period is over (up to \$2,500); **plus**,
- c. The Trainee is still employed and is still expected to work at least thirty (30) or more hours each week in the normal course of business after the training period and retention period; **plus**
- d. No material compliance issues have arisen.
- e. The second half of the OJT reimbursement (up to \$2,500) may be requested after an additional ninety (90) days has elapsed after training completion and the Trainee has retained employment expected to provide thirty (30) hours of work a week or more. Gaps in employment during the retention period of fourteen (14) consecutive days or more shall extend the retention period for the same number of days as the gap in employment. However, gaps of ninety (90) days or more shall void the right to the retention payment.
- f. Exceptions may be granted on occasion. An example of a case when an exception should be made is when a Trainee voluntarily switches jobs to increase their pay rate or gain other significant benefits. If the Trainee quits or is fired for cause, disqualifying them from receiving unemployment compensation, an exception may also be granted, particularly if the Employer has a good retention track record and continues to hire through the Area 7 system.

8. Upgrade, Backfill, Exit, Credentials, and Retention

- a. When training is over, check to see if an “upgrade” is possible (increasing pay \$1.00 an hour or more) and if a “backfill” and a new hire can be negotiated.
- b. If “upgrade” is possible, consider writing a second OJT for the Trainee. Significant additional training, as documented in a new Training Outline, must be needed.
- c. Take the exit effective the day the last service (other than follow-up) is delivered. Try to insure that the employment situation is stable at the time of exit.

Always check with the Employer *quarterly* to job develop and check on retention. Is there anything we could do to help increase worker productivity and maximize wage earnings?



On-the-Job Training (OJT) Agreement

This On-the-Job Training (OJT) agreement is between _____ (Employer) and Erie County Department of Job and Family Services (ECDJFS). Funding is made available to assist businesses in training and retaining a skilled, productive workforce.

This agreement is effective on _____ and shall remain in effect through June 30, 2010, or until all training periods initiated prior to June 30, 2010 are completed.

The Employer will be paid up to \$5,000 per Trainee, or 50% of each Trainee's gross earning during the Training Period, whichever is less. One half of the payment (up to \$2,500) will be made when training is completed if the Trainee is still employed and is still expected to work at least thirty (30) hours each week. The second half of the payment (up to \$2,500) will be made at the end of additional Retention Period of three months. ECDJFS must approve all Trainees and Training Outlines prior to the beginning of the training period. Payments may be requested on the day Training is completed and when the Retention Period is completed. Payments must be requested within thirty (30) calendar days after the end of the Training or Retention Period, using the OJT Invoice form. Late invoice submission may void payment rights. ECDJFS staff will help prepare invoices.

OJT rules are on the reverse side of this agreement and are included by reference. The OJT Checklist and any Training Outlines are also included in this agreement by reference. This agreement may be modified, in writing, at any time.

Material deviations from this agreement, Training Outlines, or OJT rules may void the right to reimbursement or require repayment by the Employer of funds previously received from ECDJFS.

The Employer and ECDJFS agree to all the terms in this OJT agreement by signing below.

FOR THE EMPLOYER:

Business Name: _____
Address: _____

Authorized Signature

Date: _____

Printed Name: _____

Title: _____

Contact Person: _____

Address: _____

Phone: _____

FOR ECDJFS:

Name: _____

Address: _____

Authorized Signature

Date: _____

Printed Name: _____

Title: _____

Contact Person: _____

Email Address: _____

Phone: _____

Email



OJT Rules

KEY PAYMENT DEFINITIONS

Training Completion: Training is complete when the Training Period is over and Trainee displays increased skill & ability. ECDJFS staff will help with the training design and determining measured increase in skill & ability.

Trainee Gross Pay: These are the amounts earned by the Trainee for work performed during the training period. Pay does not include fringe benefits which are not included in the paycheck.

Retention Period: Retention occurs ninety (90) days after training completion, if the Trainee is still working at least thirty (30) hours per week. Gaps in employment of fourteen (14) days or more during the Retention Period shall extend the retention time by the same number of days as the gap. However, gaps of ninety (90) days or more shall void the right to the retention payment.

Contact your ECDJFS Representative if a Trainee quits or gets fired. We'll work with you to find a qualified replacement and prevent a reoccurrence. You may also still qualify for partial or full repayment.

APPLICABLE LAWS AND RULES:

1. The Employer shall comply with all applicable Federal, State, and local laws, rules and regulations, which deal with or relate to employment, including but not limited to the Fair Labor Standards Act, as amended.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible, or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or his or her status as a Trainee.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of ECDJFS will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. The Employer shall notify ECDJFS in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.

TRAINEES

1. Only those persons certified as eligible by ECDJFS will be trained under this OJT agreement.
2. No OJT Trainee may assist, promote, or deter union organizing or engage in political activities during work hours.
3. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
4. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous, or dangerous to the Trainee's health or safety.

TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Outline.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees.
3. Each Trainee shall be provided pay, benefits, and working conditions at the same level and to the same extent as other employees similarly employed.

RECORDS

1. The Employer shall maintain, preserve and make available records to support OJT payments until seven (7) years after final payment under OJT agreement. If any litigation, audit, or claim has been initiated, the records will be maintained until a final determination has been made.
2. The Employer agrees that authorized representatives of ECDJFS shall be given reasonable access to facilities and records.
3. The Employer will report OJT hires and terminations to ECDJFS.

CONTRACT TERMINATION

The performance of work under this contract may be terminated by ECDJFS or the Employer for good cause or convenience.



OJT #: _____

ON-THE-JOB TRAINING OUTLINE

Employer: _____ Training Period: / / / to / / /
 Trainee's Name: _____ Wage Per Hour _____
 Trainee's Supervisor: _____ Hrs/Week: _____
 Name: _____ Pay Periods Weekly Other
 Phone #: _____ Date Hired: _____
 E-Mail: _____

Trainee Job Title: _____ O-Net Code: _____

SKILLS TO BE LEARNED	Starting Capability	Ending Capability

Funding for training is authorized when OJT Training Outlines are signed below by the Employer, ECDJFS, and the Trainee. All OJT agreement terms and conditions, plus the Training Outline Instructions, apply to this Training Outline.

Approved by the Employer

Approved by ECDJFS:

Approved by the Trainee:

Authorized Signature Date

Authorized Signature Date

Authorized Signature Date

Name Title

Name Title

Name Title



ECDJFS TRAINING OUTLINE INSTRUCTIONS

Training outlines are used to outline the specific skill requirements for an employer-based training program. They are also used as an assessment tool to document which skills the Trainee lacks at the start of training and measure skill attainment during the course of training.

SKILL REQUIREMENTS: List the skills needed to perform the job to the standards specified by the Employer. Skills should be stated as specifically and briefly as possible, identifying the skill to be learned.

TRAINEE'S STARTING CAPABILITY: Used to assess the Trainee's skill level near the beginning of the training period and to document skill deficiencies which will be addressed through training. Record the date of the "Starting Capability" assessment. The "Starting" and "Ending Capability" scores are based upon an interview with the Trainee's Supervisor or by utilizing another skill assessment method used by the Employer.

TRAINEE'S ENDING CAPABILITY: Record the date on which the "Ending Capability" assessment is made and the skill level which has been obtained using the following rate scale:

1. Beginning - Can do only simple parts of the task.
2. Intermediate - Can do most parts of the task.
3. Skilled - Can do all parts of the task.

TRAINING LENGTH:

- a. The ECDJFS representative, working with the Employer, determines the job title for the position to be trained for, reference the Occupational Network (O-Net).
- b. From O-Net, determine parameters for the length of the training.
- c. The ECDJFS representative shall consider the training needs of each participant.
- d. And OJT must be limited to the period of time required for a participant to become proficient in the occupation for which training is being provided. In determining the appropriate length of the contract, consideration must be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employment plan [WIA§101(31)(c)].
- e. No OJT will be written with a Training Period of less than four weeks or more than 13 weeks. Exceptions may be made on a case-by-case basis.



**Erie County Dept of Job and Family Services (ECDJFS)
On-the-Job Training Invoice**

Employer Name: _____

Address: _____

Trainee's Name: _____

Training Period: Begin Date _____ and End Date _____

Gross Wages Paid to the Trainee for work performed during the Training Period: \$ _____

<i>Never more than 50% of the wages</i>	Training Payment: Payment is requested in the amount of \$ _____ for completion of Training (one fourth of the gross wage amount shown above or of \$2,500, whichever is less)
	Retention Period: Payment is requested in the amount of \$ _____ for completion of Retention Period (one fourth of the gross wage amount shown above or of \$2,500, whichever is less)

I certify that _____ (trainee name) has completed Training and/or Retention, is still employed, is expected to work at least thirty (30) hours each week, and has been paid wages owed. List any gaps in employment during the retention period: _____ (days). If the gap exceeds fourteen (14) days, the retention period has been extended for an equal number of days.

Employer Signature: _____ Date: _____

Name: _____ Title: _____

Gross wages have been verified by ECDJFS by viewing (check the appropriate box):

 Time sheets
 Payroll records
 Paycheck stub
 Other (list): _____
ECDJFS Representatives

ECDJFS Signature: _____ Date: _____

Name: _____ Title: _____



Erie County Dept of Job and Family Services (ECDJFS) On-the-Job Training (OJT) Checklist

Information Items:

1. Business Name, Address, and Contact Information (a business card may be attached):

2. How long have you been in business in Erie County? _____
Is the business being sold or merging with another company? Yes No
3. What is your chief product or service? _____
4. How many full-time employees do you have? _____
How many new hires do you anticipate in the next two (2) years? _____
What job titles/job descriptions will need to be filled? (attach job descriptions if available)
_____, _____, _____
5. Do you use a "temporary" or staffing agency? Yes No
If so, which one? _____ Will all jobs
transition to regular employment with your firm prior to the end of the OJT training period?
 Yes No
6. What are your turnover patterns/causes and could we do anything to help lower turnover?

7. What skills will your employees acquire to be fully productive over the next few years?

8. Are jobs expected to last a year or more? Yes No
9. Which fringe benefits are provided to regular employees? _____
When are these benefits made available? _____
10. Do any jobs pay based upon commissions, tips, or incentives? Yes No
If so, what entry earnings may be expected for each job? _____
11. Do you have sufficient resources to provide necessary training? Yes No
12. How many hours per week are Trainees expected to work? _____
What are the expected shift times and days? _____
13. What licenses or entry qualifications do your workers need? (an attached job description may suffice)

REQUIRED INFORMATION

Assurances and Compliance Items

14. Are any employees on layoff currently? (Cannot write OJT if training is for a same or similar job)
 Yes No
15. Are any of these jobs covered by a collective bargaining agreement? Yes No
If so, obtain and attach a "concurrence letter" from the union(s).
16. Do you have a payroll system which records all paychecks and amounts? Yes No
Can ECDJFS verify wage payments quickly onsite? Yes No
Verification Method: _____
17. What is your Worker's Compensation carrier (or equivalent)? _____
Are all employees covered? Yes No
18. Are there any outstanding wage and hour, health and safety, or discrimination complaints or adverse decisions? Yes No
19. Has your company relocated from another labor market area in the U.S. within the last 120 days, leaving any workers behind? (If yes, OJTs or customized training may not be written.)
 Yes No
20. How many previous Erie County Dept of Job and Family Services Trainees, over the last two (2) years, have completed training and been retained by your firm?
of OJT's: _____; # retained _____; % retained _____
If the retention % is below 75%, what improvements are planned? _____

21. Are any of the jobs considered for an OJT "independent contractors", or employed by your firm or a staffing agency during the entire training period? Yes No

I certify that the above information is, to the best of my knowledge, true and correct:

EMPLOYER:

ECDJFS:

Signature

Signature

Date

Date

Name

Name

Title

Title



Erie County Dept of Job and Family Services (ECDJFS) On-the-Job Training Modification

This modification is effective on _____ and changes the terms of the above numbered OJT agreement as follows:

- The Training Period* is extended to: _____;
- The original Training Skills Outline is changed, and the revised outline is attached;
- The new, additional Training Outline has been adopted adding additional skills to be learned for an upgraded position. The new Training Outline is attached, and/or;
- Other terms and conditions have been changed as follows:

Agreed to by signing below:

Approved by the Employer

Approved by ECDJFS

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

*most commonly used



Erie County Department of Job and Family Services (ECDJFS)
OJT Supplemental Training Agreement

The Employer, ECDJFS, and the Trainee agree to the following supplemental training described below:

Four horizontal lines for describing supplemental training.

Supplemental Training Times, Place and Dates:

Two horizontal lines for supplemental training times, place and dates.

Supplemental Training Costs to be Paid by the Employer:

One horizontal line for supplemental training costs to be paid by the employer.

Paid by ECDJFS:

One horizontal line for amount paid by ECDJFS.

Paid by the Trainee:

One horizontal line for amount paid by the trainee.

By signing below, the Trainee agrees to participate in and make progress in the supplemental training, the Employer agrees to reasonably facilitate and support training completion, and ECDJFS agrees to facilitate and support training start-up and completion:

For the Employer:

For ECDJFS:

For the Trainee:

Authorized Signature

Authorized Signature

Signature

Printed Name

Printed Name

Printed Name

Title

Title

Title

Date

Date

Date