

West Piedmont Workforce Investment Board

ON-THE-JOB TRAINING PROGRAM MANUAL

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OVERVIEW

The West Piedmont Workforce Investment Board (WIB) would like to take this opportunity to tell you about On-the-Job Training (OJT) funded by the Workforce Investment Act (WIA).

The West Piedmont Workforce Investment Board represents a link between Federal Training appropriations and the business sector operating in this area. Our agency will be involved in main streaming competent individuals, who are in need of job training or retraining, into private industry.

The On-the-Job Training program is designed to encourage employers to hire those individuals with little or no skills into their company.

This On-the-Job Training program is different from others that you may have been exposed to in the past. First, we have eliminated 95% of all paperwork associated with the On-the-Job Training programs. This has been done to expedite reimbursement and to lessen the burden on the employer.

Your local WIA Program Operator will handle program administration. The local WIA Program Operator has assumed this responsibility in order to promote and facilitate a productive, positive attitude towards the benefits of participation in the On-the-Job Training program.

Our aim is to open up new avenues of employment opportunities for the maximum benefit of private industry and dependable, hard-working individuals.

I. PURPOSE

The purpose of the program is to provide employment, training, and necessary supportive services to specified segments of the Workforce Investment Area population.

The On-the-Job Training program is designed to encourage employers to hire those individuals with little or no skills into their company. *Simply stated, this is how the program works:*

1. You, as an employer, interview and select a qualified applicant from our referrals.
2. You place the individual on your payroll.
3. You negotiate the length of time it will take to train the individual.

4. The WIA Program Operator reimburses you at a negotiated rate of reimbursement to offset the extraordinary cost of training for an amount up to but not exceeding 50% of the wages paid during the training period.
5. You continue employment of the individual after the negotiated training period.

The benefits of using participants on this program are:

1. Paid training in the form of negotiated reimbursement (excluding fringe benefits) for extraordinary training cost during the on-the-job training
2. Stable, productive workers
3. An overall increased level of productivity by the end of the training period

II. DEVELOPING AN ON-THE-JOB TRAINING POSITION

If, within your business, you presently have an opening or wish to create an opening, you can participate in the On-the-Job Training program. At this time, your office and the WIA Program Operator enter into a contractual agreement. The contract serves to outline the WIA Program Operator responsibilities, your responsibilities, and the mutual agreements of the program.

The next step is to agree upon, in writing and through negotiations, the Occupational Title of the training position, job description, length of training, and rate of reimbursement.

The period of training required will be a minimum of eight weeks.

The rate of reimbursement is based on a negotiated rate not to exceed 50% of the participant's wages paid during the training period. Reimbursement is offered to defray the cost to the employer for the extraordinary time spent training the individual.

As stated before, no fringe benefits will be included in the reimbursement; however, these benefits must be granted the OJT participant if provided for anyone else equally employed within your business.

After the contract negotiations, the Program Operator will refer qualified, interested program participants to your organization. Each individual will have participated in an in-depth assessment in which the aptitude for this position was demonstrated.

After interviewing and selection by your organization, the On-the-Job Training candidate is then hired and placed on your business payroll.

III. TIMESHEETS AND INVOICES

To receive reimbursement, a business needs only to submit the attached timesheet. This form will be provided at no cost to each OJT employer. This sheet is to be submitted to the Program Operator’s office by the fifth working day of each month. Each sheet should reflect the hours worked and wages paid for the 1st - 31st of each month. Invoices and timesheets should be mailed to:

Reimbursements will be received within three (3) weeks of the time that the timesheet is received in the agency’s office.

The Program Operator office will provide technical assistance, if any problems arise or if any help is needed. A case manager will be available to visit your office as requested. This will insure a good working relationship between the WIA Program Operator and your office. The Program Operator case manager will in no way infringe upon your rights as the employer.

IV. Employment Retention

Each business must assure the Program Operator of continued employment of an individual after the negotiated training period, unless the employee performed at a documented sub-standard level or violated established company policies that warrant termination of employment.

If a company fails to continue employment of an On-the-Job Training participant without good cause, no further contracts will be negotiated.

V. CONTRACT

The WIA Program Operator and the On-the-Job Training employers will

acknowledge the conditions of the On-the-Job Training program by entering into a contractual agreement (attachment). A signed copy will be returned for your files.

VI. DISPLACEMENT

This contract will not result in the displacement of currently employed workers, including partial displacement when there are employees in the same or substantially similar jobs in lay-off status, or when an employer has recently terminated the employment of regular employees, or otherwise reduced the work force, with the intention of filling the resulting vacancies through the use of WIA funds.

VII. AUDITING/MONITORING

Each business will be subject to an auditing or monitoring of the worksite where the OJT participant is being trained. The reviews will include, at a minimum, participant interviews, review of time records, and an evaluation of training provided. The review will also insure compliance with the terms and conditions of the OJT contract.

VIII. WORKING CONDITIONS

No participant will be required or permitted to work, be trained, or receive services in buildings or surroundings, or under work conditions, which are unsanitary, hazardous or dangerous to the participant's health or safety.

Participants employed or trained for inherently dangerous occupations; e.g., fire or police work, OJT Employers will assign work accordance with reasonable safety practices.

IX. NEPOTISM

OJT employers are prohibited from hiring a person in an On-the-Job Training position if a member of that person's immediate family is engaged in an administrative capacity for the West Piedmont Workforce Investment Board or the Program Operator.

X. UNIONS

Where collective bargaining agreements exist with the employer, WIA staff will consult the appropriate labor organization in the design and content of the OJT proposal with respect to job description, wage rates, training arrangements, and occupations planned. Written concurrence must be obtained from the appropriate bargaining agent where a collective bargaining agreement exists. Such concurrence will apply to the elements of the proposed contract, which affect the bargaining agreement.

XI. LAY-OFFS

Employers having a union bargaining agreement or a company personnel policy that provides reemployment rights to individuals, who are laid off as the result of a workforce reduction, will not be eligible for an OJT contract during such lay-off periods until all persons on lay-off status have been given the opportunity to return to work.

In addition, such employers having an ongoing OJT project at the time of lay-off will be required to include OJT enrollees currently on-board among those laid off. OJT participants who are laid off under these circumstances may not be recalled to continue the program until all regular employees on lay-off status have been given the opportunity to return to work. If the lay-off exceeds the authorized hiring period under the contract or occurs subsequent to the conclusion of the hiring period, the Program Operator may terminate the contract.

Contracting employers, who find it necessary to reduce the size of their workforce; will not exercise preference toward the retention of individuals enrolled under an OJT contract. In the case of either a temporary lay-off or permanent termination, the work performance of OJT participants will be evaluated on an equal basis with all other regular employees within the same occupation. No OJT participant will be retained when this action would displace another regular employee, who has a record of equal or higher level of work performance.

Contracting employers will not rehire, as a participant under an OJT contract, any former employee who has been laid off or terminated as the result of a workforce reduction.

XII. MAINTENANCE OF EFFORT

- a. The program to be operated under this contract will result in an increase

in employment and training opportunities over those, which would otherwise be available.

- b. The program to be operated under this contract will not result in the displacement of currently employed workers, including partial displacement.
- c. The program to be operated under this contract does not impair existing contracts for services or result in the substitution of Federal funds or other funds in connection with work that would otherwise be performed.

XIII. CHANGES

Any change in the OJT contract must be agreed upon in writing.

Any change in wage or status of an OJT employee must be renegotiated with the WIA Program Operator

XIV. GRIEVANCES

Before entering employment, every participant will be informed of his or her rights and benefits.

Participants will be informed of the name of their employer and the complaint and grievance procedure applicable to them.

As employees of the employing industry, all grievances, insurance policies, etc., are the sole responsibility of the employing agent. The employing business will at all times hold and save the Program Operator harmless from all charges, damages, or costs that the employing business may be required to pay or otherwise sustain by reason of any agreement between this agency and the employing business.

XV. CONTRACT AGREEMENT

The WIA Program Operator agrees to:

- 1. Refer qualified, competent applicants to your business for consideration in filling an OJT position.

2. Provide standardized reimbursement forms and timesheets.
3. Offer technical assistance and advice on employee's problems or invoicing.
4. Conduct regular monitoring visits.
5. Offer reimbursement for the negotiated training period at the negotiated rate of pay as set forth in the OJT contract.
6. Process all Requests for Reimbursement forms promptly to insure reimbursement within the previously stated allotted time.

On-the-Job Training worksites agree to:

1. Hire and retain the employee in a full-time position within the agency (minimum 30 hours per week).
2. Disallow nepotism as contained herein.
3. A 30-day hire period.
4. Allow OJT employees to be accorded the same working conditions, hours worked, and benefits as other employees in the same occupation and will be subjected to the same rules and regulations that govern other employees.
5. Pay OJT employees the usual wage rate for the occupation in which they are being employed and training (not less than Federal Minimum Wage).
6. Provide Workmen's Compensation or equal accident insurance.
7. Provide unemployment insurance to OJT employees, if required of your business by state regulations.
8. Follow an E.E.O.C. (Equal Employment Opportunity) policy when hiring OJT employees.
9. Provide adequate training for the specific job titles within the time limits of the program.
10. Retain for a period of three (3) years all supporting documents, statistical or permanent records of an OJT enrollee, or until final auditing has been completed.

11. Obtain written concurrence to operate OJT program from union, local, if collective bargaining agreement is used within your business.
12. Permit the worksite to be monitored during the course of training (i.e. time records, Workmen's Compensation, brief interview of employee).
13. Ensure that no participant is employed in a position created by terminating a regular employee in order to fill the vacancy by hiring a participant whose wages would be subsidized under WIA.
14. Ensure that no participant is in a position that will infringe upon the promotional opportunities of currently employed individuals.
15. Assure that OJT funding is not being utilized to assist an employer to relocate all or part of a business.
16. OJT employers will receive reimbursement for the extraordinary costs associated with training the disadvantaged client not to exceed 50% of the wages paid the participant during the training program. Reimbursement will not exceed the total occupation OJT component costs as contained in the approved contract.
17. The OJT employer agrees by signing of contract that all contract specifications can be met for each OJT position.
18. This contract will not be utilized in situations in which an employer would hire a participant in the absence of WIA funding.
19. Comply with all record keeping requirements, including proper maintenance and submission of participant time, attendance, and evaluation records, and invoices for training cost reimbursements.

XVI. RECORDS AND REPORTS

Records to be maintained by the OJT employer:

1. OJT employers are required to maintain records to support all training and/or services provided under the contract and payments received thereof.
 - a. The employer's invoice for reimbursement will be supported by maintenance of business receipts, payroll, time cards, or other records normally kept by the employer.

- b. If the nature of the business is such that no normal accounting records are kept, then the OJT employer must keep auditable time and attendance records and business receipts to support a claim for reimbursement for training costs and services provided.

Records to be maintained by the WIA Program Operator:

- 1. Properly completed VOS Applicant Form, VOS Participation Form, and VOS Termination Form, as appropriate, relating to each OJT participant.

The WIA Case Manager will complete these forms.

- 2. The WIA Program Operator's staff will explain the EEO Policy Statement and Grievance Procedures to each participant. The participant and his or her supervisor will sign two (2) copies of each form. One copy will be retained in the participant's file and the other copy will be given to the participant.
- 3. An Individual Employment Plan (IEP) for each participant will be completed by the WIA Program Operator for retention in the participant's file. The appropriateness of referrals to OJT positions must be substantiated by assessment of the participant's needs, interests, education, and previous work history.
- 4. When an OJT participant is terminated from OJT either through completion of training, termination from employment, or any other reason, the WIA Program Operator shall complete a Completion/Termination Form.

XVII. ATTACHMENTS

On-the-Job Training Contract
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