

Central/Western Maine Workforce Development Board (CWMWDB) General Policies and Procedures	
Policy: On-the-Job-Training	EFFECTIVE DATE: September 16, 2016 <i>Review Date: September 2018</i>
Approved by: CWMWDB	

I. General Information:

The following policies and procedures will govern the application of On-the-Job Training (OJT) options for WIOA Title I eligible adult, dislocated worker, and youth customers. They are based on the Workforce Innovation and Opportunity Act Sec. 134 (c) (3) (A – D) (H), and 20 CFR D. Part 680, 7. Subpart F, 680.700 – 680.740

On-the-Job Training activities support the development of the comprehensive workforce investment system under WIOA and Maine’s workforce development vision, by providing additional training options for both employer and employee customers.

II. Definition:

The term “on-the-job training” means training by an employer that is provided to a paid participant while engaged in productive work in a job that that

- a. provides knowledge or skills essential to the full and adequate performance of the job:
- b. is made available through a program that provides reimbursement to the employer of up to 50% of the wage rate of the participant...
- c. is limited in duration as appropriate to the occupation... Sec. 3 Definitions (44)

III. Participant Screening –criteria trainee needs to meet:

- Person is not already skilled in the occupation for which s/he would be trained
- S/he must be eligible for one of the CareerCenter training programs
- An assessment will be completed. Assessment may be either an intensive interview or a CIP, WIP, CASAS, (and CAPS if requested by employer) will be conducted. Results should meet employer expectations
- Person must be appropriate for the training and be able to complete the training
- A training plan needs to list OJT and document the need for training
- The contract will be reviewed with the trainee and they will sign on the training outline page and receive a copy
- CareerCenter staff must stay in contact with the participant at a minimum of once a month throughout the OJT

IV. Employer Criteria:

- Positions must be full-time based on employer’s definition of full-time but never less than 30 hours
- Part-time positions are only permissible if there is documentation that the trainee has conditions limiting them to part-time work such as a disability or health
- No OJT will be written for seasonal or temporary positions
- It is not permissible to do OJT with temp agencies for Temp-to-Hire positions

- Employer has not relocated causing the loss of jobs, or it has been more than 120 days since the relocation
- There must be a formal payroll system where employee hours are tracked and standard deductions taken for IRS, social security, etc.
- Training does not impair existing contracts for services or collective bargaining agreements
- Training does not involve working on those parts of sites used for sectarian activities or religious worship
- Preference given to an employer whose positions fall under the LWDB sectors, but not mandatory
- Employer has not exhibited a pattern of failure (not fired or laid off trainees upon completion of OJT)
- Wages must be \$9.00/hr to start. Preference will be given to employers who pay higher or will increase to \$10.00/hr within 3 months of the start date.
- Wages may start at less than the customary starting wage, if it is an earn-while-you-learn situation where the person is working toward a license or certificate; however, once the trainee receives the license or certificate, s/he must receive the same wages as other workers who are already licensed or certified. Preference will be given to employers who will increase to \$10.00/hr within 3 months of the start date. Under Earn-to-Learn, the trainees are hired in a different capacity (trainee position) than those that are already certified, so it is permissible to pay them a different wage for that period of time.
- OJT is a hire first program so all OJT participants need to be paid the same as other people in the same position. We cannot pay them less under OJT, even though it's training. The incentive we can offer employers to hire people with significant barriers, is to reimburse them 75% of the wages instead of 50%. We could also offer to do work experience for a period of time in place of or ahead of OJT.
- Preference will be given to an employer that offers benefits but it is not a mandate
- There is no pattern of discrimination against protected legal classes
- No current employee will be laid off or displaced to accommodate an OJT trainee
- Trainees must be retained for 26 weeks after completion of OJT (unless there are circumstances that warrant otherwise)
- Employer certifies that no member of the OJT trainee's immediate family is engaged in an administrative capacity for the employer, or will directly supervise the OJT trainee. For the purpose of this contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the OJT trainee's spouse.
- Trainees must be "regular" employees and not contracted employees
- Trainees receive the same benefits and working conditions as all other employees
- Employees must be covered by Worker's Compensation
- Supervision must be provided and progress on training components must be tracked
- Employer agrees to periodic visits by CareerCenter and to do monthly invoices
- Employer agrees to inform CareerCenter and trainee of any problems and to work out a correction plan, if appropriate

V. Contract Variables that must be met:

- Conduct a pre-OJT review to make sure that employer criteria will be met, especially for new companies. Employer screening items listed above may serve as the pre-OJT review
- Employer must sign the contract prior to the trainee beginning work
- We will reimburse up to 50% of actual hours worked; classroom training, seminars, etc., for which the employer pays wages and considers part of training will be considered hours worked; we will not reimburse for holidays, vacations, sick time, when training does not occur. We will not reimburse 50% of “non-regular” wages such as overtime pay, shift differential, premium pay, etc. We can pay 50% of the regular wages for overtime hours, if training occurs during those hours, but we cannot reimburse at the time and a half rate
- Reimbursement of up to 75% must be reviewed with the supervisor who will determine if it should be sent to the LWDB Executive Director for a waiver. Factors such as size of employer, characteristics of participant, quality of training, and advancement opportunities need to be explained in the waiver request. The 75% reimbursement will be considered as an incentive for employers to hire customers with significant barriers to employment.
- Only 50% of the total number of company employees may be trained
- Length of contract will be determined by SVP code of the occupation. Contracts for SVP codes of 4 or under will not exceed 12 weeks (max of 480 hours) with the average being 8 – 10 weeks (max of 320 – 400 hours). Contracts for SVP codes of 5 and above will not exceed 26 weeks (max of 1040 hours) with the average being 12 – 16 weeks (max of 480 – 640 hours).
- If a work experience is done prior to the OJT, then the number of weeks of the WE will count toward the total number of weeks of the OJT (Example: if there is an 8 week WE followed by an OJT, and the OJT alone would normally be written for 12 weeks, then the OJT will only be written for 4 weeks (8weeks of WE + 4 weeks of OJT = 12 weeks or 12 weeks of OJT – 8 weeks of WE = 4 weeks of OJT)
- Wage increase at end of training will be the preference.
- Additional costs may be covered if they are necessary for the occupation, required by the employer, and necessary in order to maintain employment
- Skills training outline will be developed by/with the employer based on the number of hours
- Tracking training progress will be done by reviewing the training outline each month when the invoice is signed
- We will certify that skill training was completed by having the supervisor or HR sign-off on the training outline
- All OJTs are contingent upon the availability of funding
- Combining OJT with apprenticeship is permissible and will be considered on an individual basis

VI. Employed Worker* OJTs:

OJTs for employed workers will be handled the same as above except the following conditions must be met:

- Trainee is not earning a self-sufficient wage, or wages comparable to or higher than wages from previous employment, as determined by LWDB policy,
- Training must result in an increase in wages and/or hours (unless already working full-time),
- The job training provider will be able to backfill the vacancy created as a result of the employed worker moving up (if a vacancy is created)

- Training is necessary for the introduction of new technology, production, or service process, upgrades to a new job that requires additional skills, workplace literacy, or other appropriate purposes identified by LWDB policy.

*Under the WIOA act an employed worker is someone who is working but still meets the title I WIOA eligibility guidelines, Section 680.780 WIOA Federal Register.

VII. Employer Payments:

OJT payments to employers are deemed to be compensation for the extraordinary costs associated with employees-in-training, additional supervision related to the training, and the costs associated with lower productivity of the trainees.

- Employers may be reimbursed up to 50% of the wage rate of an OJT trainee for the extraordinary costs.
- Reimbursement of 75% will only be made with LWDB approval.
- Employers are not required to document such extraordinary costs.
- Funds provided to employers for OJT must not be used to directly or indirectly assist, promote, or deter union organizing.

VIII. Staff Expectations:

- Receive training on policy, employer/participant screening, contract preparation/maintenance/closure, contract modification
- Recruit new employers for OJT as appropriate
- Complete monthly invoices, get signatures, distribute copies
- Monitor sites and contact trainee to track and document participant progress
- Get signature from employer and trainee on OJT training outline page signifying that training was completed

IX. Standards:

Training provided must be in accordance with WIOA Subtitle E – Administration, Sec. 181 Requirements and Restrictions, Sec. 188 Nondiscrimination, and Sec. 194 General Program Requirements.

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