

ON-THE-JOB TRAINING (OJT) POLICY

Effective Date: September 19, 2019

Background: On-the-Job Training will be conducted under the purview of Sections 122 of the Workforce Innovation and Opportunity Act of 2014; and the Region VII Workforce Development Plan.

The Workforce Innovation and Opportunity Act (WIOA) of 2014 allow local regions to provide contracted On-the-Job Training services to regional employers. The Purpose of OJT is to help employers reduce the cost of training new employees.

Policy: The Region VII Workforce Development Board (WDB) will offer On-the-Job Training to those eligible participants who are not able to find employment after receiving Career services. OJT can also be provided in conjunction with an Individual Training Account (ITA) or Customized Training if classroom training is necessary in order to meet the employer's needs.

- a. On-the-Job Training is defined as training delivered by an employer for an individual who does not, at the start of training, meet the employer's skill levels. The OJT must provide occupational knowledge and/or skills essential to the full and adequate performance of the job and the trainee must work under direct supervision and guidance.
- b. The WDB will provide reimbursement to the employer of up to 50 percent of the OJT wage (excluding fringe costs and incentive costs) not to exceed \$6,000 per OJT customer. Reimbursement will be for the extraordinary costs of providing the training and additional supervision related to the training.
- c. OJT training will be limited in duration as appropriate to the occupation, but not to exceed six months. Trainees who have prior experience in the OJT skill area may have their training times adjusted accordingly. Experience and skill levels will be assessed and documented on the Individual Employment Plan (IEP) and in MACC.
- d. Training positions for commissioned salespersons, bartenders, waiter/waitress staff, seasonal workers and those paid on a piecework basis are not appropriate for OJT.
- e. OJT funded through the Adult program will give priority of service to eligible adults who are recipients of public assistance and other low-income individuals.
- f. Employer eligibility and responsibilities:
 - (1) The employer will be required to enter into a Memorandum of Understanding with the WDB that will outline the terms of the projected OJT program.

- (2) The WDB will not enter into an OJT contract with an employer who:
- has relocated to the region from another location in the United States within 120 days, if the relocation resulted in jobs lost by employees at the previous location;
 - currently has any employees in a lay-off status;
 - has previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.
- (3) The employer must have a payroll system established where taxes and Social Security are withheld. Wages cannot depend on tips or commission.
- (4) OJT trainees will be on the same pay scale as regular employees with comparable training or experience, in accordance with State and Federal minimum wage guidelines.
- (5) OJT contracts where the employer operates under a collective bargaining agreement must pay the wages and benefits specified in the union agreement and the union must clear the job training prior to issuance of an OJT contract.
- (6) If the training is in an apprenticeship occupation, as determined by the Department of Labor's Bureau of Apprenticeship & Training, the employer must enter into an agreement to provide the approved apprenticeship training.
- (7) Trainees hired under OJT will be subject to the same personnel policies, rules and regulations, and accorded the same benefits as other employees in the company.
- (8) OJT Participants must work at least 32 hours per week and be considered full-time employees.
- (9) Upon successful completion of the OJT program, the employer agrees to retain the employee in a full-time capacity.
- (10) An OJT Close-Out Documentation Form, *Attachment (I)*, will be executed at the completion of the OJT.
- (11) At the end of 6 months of unsubsidized employment, and again at the end of 12 months of unsubsidized employment (from the time the OJT ends), the employer agrees to complete a follow-up questionnaire.
- (12) The employer agrees to interview pre-screened applicants referred by WIOA Career Coach, but an offer of employment is solely at the discretion of said employer.

Funding: Funding for OJT is contingent upon the availability of WIOA funds.

Cancellation: The OJT contract may be canceled at any time at the discretion of the Region VII Workforce Development Board.

Equal Opportunity and Grievances: The Region VII Workforce Development Board prohibits discrimination in all aspects of the administration, management, and operation of Workforce Innovation and Opportunity Act programs and activities. Services offered at the Region VII WorkForce WV Career Centers will be provided universally without regard to race, color, religion, sex, national origin, age, disability, or political affiliation or belief. Individuals may file a complaint or grievance by following the Region VII Workforce Development Board Grievance Procedure Policy, a copy of which will be provided upon request.

Questions: Contact the Region VII Workforce Development Board Executive Director, 151 Robert C. Byrd Industrial Park Road, Suite 2, Moorefield, WV 26836. Telephone number is (304) 530-5258. Fax number is (304) 530-5107.

Expiration Date: Effective until rescinded or modified in writing by the Region VII Workforce Development Board.



T.J. Van Meter, Executive Director



Date



Layne Diehl, Chairperson Region VII WDB



Date