

West Central Arkansas Workforce Development Board
Larry Carr, Chairman
P O Box 6409, Hot Springs, AR 71902

**On the Job Training
Policy & Procedures**

Purpose:

The purpose of this policy is to provide staff with the guidance needed to administer the West Central Arkansas Workforce Development Area (WCAWDA) On-The-Job Training Program (OJT).

It is understood that it would be impossible to address all the questions, problems, etc. in these guidelines but the WIOA staff is responsible for submitting, in writing, any questions, concerns, problems, etc. to the WIOA Coordinator for a written response.

Reference:

WIOA §§ 3(24), 3(44), 134(c)(3), & 188(a)(3) 20 CFR 680, 681, & 683
Comments in WIOA Final Rule concerning §680.320
29 CFR part 2, subpart D
TEGLs 10-16, Change 1; 13-16; 19-16; & 14-18
Arkansas State Plan 2020-2023

Most recent version of the following policies and procedures:

- ADWS Policy No. WIOA I-B – 1.2 (Definitions)
- ADWS Policy No. WIOA I-B – 2.8 (Priority for Individuals with Barriers to Employment)
- ADWS Policy No. WIOA I-B – 3.1 (Services for Adults and Dislocated Workers)
- ADWS Policy No. WIOA I-B – 3.6 (Incumbent Worker Training)
- ADWS Policy No. WIOA I-B – 3.3 (Occupational Skills Training)
- ADWS Policy No. WIOA I-B – 3.5 (Registered Apprenticeships)
- ADWS Policy No. WIOA I-B – 3.7 (Customized Training)
- ADWS Policy No. WIOA I-B – 3.8 (Work Experience)

ADWS Certification of Local Workforce Development Boards and

Most recent version of the following LWDB policies and procedures:

- Adult and Dislocated Worker Work Experience
- Youth Work Experience
- Individual Training Account
- Supportive Services

Policy and Approval of Contracts:

The West Central Arkansas Workforce Development Board (WCAWDB) has given the authority to approve and award OJT contracts to West Central Arkansas Planning and Development District, Inc. (WCAPDD). WCAPDD will adhere to the referenced documents listed above to implement the service of On-the-Job Training. The WIOA Coordinator has the authority to approve/disapprove OJT contracts as submitted by the local WIOA staff. If an OJT employer is not approved for an OJT contract, the employer may appeal the decision to the WCAWDB.

WCAPDD staff will follow the procedures below. It is not the intent of the Agency to prohibit WCAWDB members from participating in the OJT program. Since the WCAWDB does not vote on specific OJT contracts, there is not conflict of interest in that all employers must meet the same requirements to participate in the OJT program.

West Central Arkansas Workforce Development Board
Larry Carr, Chairman
P O Box 6409, Hot Springs, AR 71902

Procedures:

The West Central Arkansas Workforce Development Board (WCAWDB) has given the authority to approve and award OJT contracts to West Central Arkansas Planning and Development District, Inc. (WCAPDD). WCAPDD will adhere to the referenced documents listed above to implement the service of On-the-Job Training. The WIOA Coordinator has the authority to approve/disapprove OJT contracts as submitted by the local WIOA staff. If an OJT employer is not approved for an OJT contract, the employer may appeal the decision to the WCAWDB.

On-The-Job Training (OJT) Contracts:

OJT refers to a program of occupational on-the-job training that uses instruction combined with supervised work at the job/worksites to train participants for a particular occupation. It is understood that one of the objectives of this program is to target WIOA eligible Adult, Dislocated Workers (DLW) & Youth participants and provide services to those who are most in need and capable of benefiting from the services.

OJT Eligibility:

1. OJT reimbursement will be available only to employers providing job continuity and security.
2. Any employer violating Local Laws, State Laws, Federal Laws, or WIOA policies and procedures is not eligible for OJT assistance.
3. No OJT contracts will be negotiated with employers on strike, lockout, or general lay-off. If a contract has been negotiated with the employer and one of the above-mentioned circumstances occur, the contract will be terminated.
4. The wage paid to the OJT trainee will be a determining factor in the employer's participation for the OJT program. The rate of pay will be entry level wage at the place of employment, but not less than \$13.50 in order to meet the negotiated performance for the median earnings measure. The WIOA Coordinator may adjust this requirement as needed in writing.
5. OJT contracts will not be negotiated in the following situations:
 - a. Industries with a substantial number of experienced and able workers who are currently unemployed or on lay-off.
 - b. Specific industries demonstrating excessive labor turnover in their employment histories.
 - c. An industry or part thereof, that has relocated within the past 120 days.
 - d. The employer may not displace any currently employed workers (including partial displacement i.e. reduction in hours of non-overtime work, wage or employment benefits) or infringe on promotional opportunities by using OJT trainees.

Selection of OJT employers:

The following criteria will be utilized, but is not limited to, when selecting employers to participate in the OJT program.

1. The employer must assure WCAWDB or its representative that presently employed workers will not be adversely affected by the OJT program.
2. The employer shall have no more than twenty-five percent (25%) of its total employees as OJT trainees – past or present. Exception: If an employer has five (5) or less employees, this rule will not apply, and employer will be evaluated on a case-by-case basis.
3. The employer has the necessary equipment, materials, and supervision to perform the training.
4. The employer has, or forecasts, sufficient work to provide long term regular employment for the participant(s).

West Central Arkansas Workforce Development Board
Larry Carr, Chairman
P O Box 6409, Hot Springs, AR 71902

Conflict of Interest:

It is not the intent of the Agency to prohibit WCAWDB members from participating in the OJT program. Since the WCAWDB does not vote on specific OJT contracts, there is not conflict of interest in that all employers must meet the same requirements in order to participate in the OJT program.

Occupational Eligibility:

1. The training occupation must be determined valid and involve progression.
2. It must be determined that an expectation of continuing employment, in the occupation trained for, exists upon completion of training.
3. The occupation should be sufficiently skilled to require a training period of 30 days or more.
4. Occupations must meet the prevailing standards in the same occupation with respect to wages, hours and conditions of employment as the prevailing entrance wage rate for the occupation among other employers in the community or area.
5. Employment of OJT trainees cannot precede the eligibility certification of a participant.
6. Occupations for which training will not be approved are as follows:
 - a. Seasonal occupations
 - b. Occupations depending upon commissions, tips, piece rates, etc.
 - c. Occupations where there is no skill training involved as follows:
 1. Waitress/Waiter
 2. Dishwasher
 3. Bus person
 4. Other occupations as identified

Demand Occupations:

On-the-Job-Training involving direct employment opportunities will be considered as having built in demand. That is, these types of programs are offered to employers who have bona-fide job openings and do not have qualified workers on lay-off from those jobs; therefore, the opening creates the demand, in spite of statistical indications to the contrary.

Employer Requirements:

1. The employer requirements are annotated in the OJT Contract.
2. The employer will receive a copy of the contract for their records.

Determining the Length of Training:

The minimum length of OJT will be thirty (30) days. The maximum length will be ninety (90) days or 720 hours, unless the employer can demonstrate with a new job description and job-training plan that the training time needed will require additional training hours. Any training over the 90 days or 720 hours may only be negotiated by the WIOA Coordinator.

Contract Criteria:

1. The length of the training must be completed within the contract period. The maximum length of an OJT contract is 90 days or 720 hours. However, the actual number of days allowed would be the result of the negotiation and the development of the job training plan.
2. The wage must meet the negotiated performance for the median earnings measure.
3. The job-training plan will also be utilized to determine the length of the contract for each individual trainee. The approximate number of hours will be negotiated with the employer based upon the job description, wage, etc. and annotated in the APPROX. HOURS in the OJT contract.

West Central Arkansas Workforce Development Board
Larry Carr, Chairman
P O Box 6409, Hot Springs, AR 71902

Training Selection:

OJT trainees shall be selected as follows:

1. OJT trainees must be pre-screened and certified WIOA eligible by WIOA staff prior to the OJT trainee starting work.
 - a. No backdating of an applicant's paperwork will be tolerated.
 - b. If an employer states that the employee has already begun work, no OJT contract may be negotiated.
 - c. The employer must be informed of the policy of certification prior to the OJT trainee beginning work during the negotiation process.
2. OJT participants must be 16 years or older.
3. The employer may not hire a member of his/her immediate family for the OJT contract. For purposes of this provision, the term "immediate family" includes: wife, husband, son, daughter, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent and step-child.
4. If the OJT trainee has worked for the employer in the past and has no previous or partial work experience in the job classification in which he/she will be hired, an OJT contract may be considered under the following conditions:
 - a. The OJT trainee signs a statement with explanation of his/her previous work experience, with the employer or
 - b. The employer submits a statement to explain the difference in the job duties and responsibilities of from the previous status to the current status.
5. WIOA staff will not negotiate an OJT contract if a relative of the staff person is employed with the said employer. A different staff person may negotiate the OJT contract.
6. All OJT trainees selected by the employer will be placed on the employer's payroll on the first day of the On-the-Job Training. Worker's compensation coverage is required by the employer on the first day.
7. Employers will not be reimbursed for costs other than those incurred while the OJT trainee is training with the employer.

Orientation:

Orientation of the employer and OJT trainee(s) must be given by WIOA staff before employment begins.

OJT Contract:

1. The OJT contract must be signed by WIOA staff and the employer.
2. Copy of the approved OJT contract will be given to the OJT employer.
3. Original OJT Contract will be submitted to the Fiscal Department.
4. An OJT folder will be kept by employer and WIOA staff with the following documentation:
 - a. OJT contract
 - b. Timesheet and Invoice (when the OJT contract is paid)
 - c. Properly signed Progress Reports submitted to WIOA staff monthly.
 - d. Other correspondence concerning non-performance, etc. (as required)
5. Bulk Contracts: A bulk contract is an OJT contract that contains a specified number of slots over a specified period of time. Eligible participants may be added to this contract throughout the specified period of time until the number of slots is filled. An extension to the contract may be granted if participants are added towards the end of the contract. The participants selected for bulk contracts will be entered into the Arkansas' Reporting System on a timely

West Central Arkansas Workforce Development Board
Larry Carr, Chairman
P O Box 6409, Hot Springs, AR 71902

basis.

OJT Timesheets:

WIOA staff will explain the completion of the OJT monthly timesheet in order to prevent errors by the employer.

Timesheet(s) should be completed as follows:

1. Timesheet(s) should be completed neatly and correctly (hours, days, signatures, etc.). Illegible and/or incorrectly completed timesheets may be returned and may delay/terminate OJT payments.
2. No White-out is allowed on timesheet(s).
3. The timesheet(s) should be completed in **blue** ink.
4. Copies of the employer's payroll records may be substituted for WIOA timesheets. However, it must have all necessary information such as: employer and employee name, pay period dates and hours worked, as well as signatures of employer and employee.
5. Only the OJT trainee may sign their timesheet (forgery is a federal offense).
6. Any documentation received must contain signatures of the OJT trainee and the employer representative.

OJT Reimbursement:

All provisions must be met before reimbursement will occur to include the following:

1. Reimbursement will be based on actual hours worked and the negotiated wage rate X 50%. Reimbursement will not be made for paid holidays, paid vacations, paid sick leave, overtime, jury duty, etc. Reimbursement will be made only for actual hours worked.
2. Reimbursement to the employer will be made based on a forty (40) hour work week.
3. Properly completed submitted timesheets/payroll records reflecting actual hours worked with appropriate signatures. After timesheets/payroll records are received, the payroll records will be reviewed.
4. Required Progress Reports submitted to WIOA staff.
5. Properly completed submitted invoice with appropriate signatures. Payment will be made to the employer within 15 days from the date that the invoice is received by WCAPDD's fiscal Department.
6. OJT contracts may not be negotiated in incremental pay categories. The OJT contract shall be negotiated based on the beginning wage of the OJT trainee.

Recontracting OJT:

An OJT contract is to ensure long-term employment to include wages, benefits and working conditions. WIOA staff will not contract with an employer who has previously exhibited a pattern of failing to provide OJT trainees) 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. The company will not be held responsible for participants who quit, moved out of area, discharged for absentee, tardiness, drug abuse, or other conditions that are not the fault of the company. A written statement from the company that explains the condition(s) as to why the participant is no longer employed will be required. Management will review the company's statement upon receipt. Plant or industry expansion or new industry openings will require approval of the WIOA Coordinator over the allowable OJT trainee slots.

Monitoring:

Periodic contacts will be made with the employer to identify any issues. If any issues are found, a written report will be submitted to address the issues and resolutions. A final monitoring will be

West Central Arkansas Workforce Development Board
Larry Carr, Chairman
P O Box 6409, Hot Springs, AR 71902

conducted at the end of the contract. The following items will be examined during the monitoring visit:

1. Participants training in accordance with the job training plan in the contract.
2. Contract dates including participant's beginning and ending dates.
3. Time and attendance documentation.
4. Wages paid to trainee.
5. Trainee monitoring.
6. Other areas as determined necessary.

A staff person other than the staff who negotiated the OJT contract will perform the monitoring.

Larry Carr
Larry Carr, Chair

11/9/22
Date

Approved on: 11/9/22

WDB is an equal opportunity employer and provider of employment and training services. Auxiliary aids and services are available upon request to persons of disability.