



## POLICY OF EMPLOYINDY

<b>Policy Name</b>	On-The-Job Training
<b>Policy Number</b>	2015-029
<b>Program Funding Stream</b>	WIOA Adult, Dislocated Worker, and Youth

REV	Description of Change	Author	Effective Date	Review Date
	Reissued and replaces policy # 2010-OP-011 - OJT	L. Downes	Upon Approval	12/31/16
1	Allows for OJT's under \$13/hour.	B. Revell	Upon Approval	4/30/18
2	Removes drug screening requirement; updates economically disadvantaged criteria	K. Duffy	8/2/2018	8/2/2018

### 1. Purpose

To establish guidelines for On-The-Job Training (OJT) delivered through EmployIndy and the WorkOne Indy System.

### 2. Scope

To establish guidelines addressing OJT contracts including employer eligibility, participant eligibility, contract requirements, monitoring expectations, and OJT Training Plan development, expectations, and implementation. All references to forms and plans mentioned in this policy are specific to OJT.

### 3. Summary of the Law, Rules, and Governing Policies

Under the requirements of the OJT program, a participant must be in a paid position with an employer and must be performing productive work while acquiring additional knowledge or skills necessary to perform the job.<sup>1</sup> The participant must be paid at the same rate as others in the same or like position and must receive similar benefits.<sup>2</sup> All labor laws must be adhered to. The employer may be reimbursed a percentage of the hourly rate of the participant for the duration of the OJT period.<sup>3</sup> Reimbursement is to offset the extraordinary cost the employer incurs in

<sup>1</sup> [29 U.S.C. § 3102\(44\)](#)

<sup>2</sup> [20 C.F.R. § 683.275](#)

<sup>3</sup> 29 U.S.C. § 3102(44)

providing training and supervision.<sup>4</sup> The length of the OJT is to be sufficient for the participant to acquire the identified knowledge and skills, but may not exceed certain time frames or total investment.<sup>5</sup>

Workforce Innovation and Opportunity Act (WIOA) Section 3(44), Section 134(c)(3), Section 181(a), Section 181(b), Section 181(d), Section 194(4)

WIOA Regulations 680.330, 680.700-750, 80 Fed. Reg. 20855, 20860-20861<sup>6</sup>

#### **4. Responsibilities**

EmployIndy Business Solutions is responsible for using the guidance in this policy to determine when OJTs should be used and for following the guidance when implementing OJTs.

EmployIndy Business Solutions is responsible for validation and implementation of this policy as well as conducting quarterly file and desktop review of OJT files.

EmployIndy Business Solutions is responsible for the successful preparation and execution of OJT Pre-Award Review, Completed OJT Training Plan, and final Contract with Employers.

EmployIndy Business Solutions is responsible, along with WIOA Service Provider, for the effective preparation and execution of the OJT Monitoring visit calendar, on site visits and the completion of the OJT Monitoring Report.

WIOA Service Provider is responsible for all case management related documentation, participant career services, maintaining pool of OJT ready participants and timely reimbursement to employer.

EmployIndy Quality and Finance Departments are responsible for conducting and coordinating, at a minimum, annual monitoring of OJT files and providing guidance and periodic review of this policy.

#### **5. Policy Statement**

OJT agreements shall be entered into with an employer when the occupations and skill gap(s) being addressed are within high demand targeted economic wealth driving sectors within Marion County and surrounding areas.

##### **OJT Agreements**

Each employer shall complete an OJT contract and other applicable documents with appropriate signatures from authorized signees within the employer. Each employer executed OJT Contract Agreement (Attachment A) must be signed and dated by the start date of the OJT.

OJT agreements are developed to overcome skill gaps for occupations currently in demand and relates to one of the following:

- 1) The introduction of new technologies;

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<sup>4</sup> [20 C.F.R. § 680.720](#)

<sup>5</sup> WIOA T1 (134)-P1, "On-the-Job Training Guidelines under the Workforce Innovation and Opportunity Act (WIOA)." [http://in.gov/dwd/files/OJT\\_policy\\_final\\_6-9-15\\_134\\_P1.pdf](http://in.gov/dwd/files/OJT_policy_final_6-9-15_134_P1.pdf)

<sup>6</sup> *Id.*

- 2) The introduction of new production or service procedures;
- 3) The need to acquire additional skills to upgrade to a new job; or
- 4) The need to improve workplace literacy.<sup>7</sup>

OJT Agreements can only be executed and approved for full-time, non-temporary positions. The minimum hourly rate for OJT opportunities is \$10/hr.<sup>8</sup> OJT Agreements for positions paying an hourly rate of \$10 - \$12.99 per hour must be reserved specifically for WIOA participants who have been attached to career services for a minimum of 30 days and verified as employment ready by the career advisor. OJT agreements for \$13/hr and above may be executed and candidates sourced from various resources and partners outside of the WIOA system.

OJT agreements should be written for a minimum of three (3) available positions with the employer. OJT agreements for a number less than (3) positions will be considered on a case-by-case basis by EmployIndy's Business Solutions Department leadership.

### **Reimbursement**

Reimbursement provisions will be part of the agreement and be consistent with the following requirements:

- 1) Reimbursement may only be made for the number of hours in training. Since training occurs only during the hours of actual work, employers will not be reimbursed for hours not worked such as holidays, vacation, sick days and time spent on jury duty or any other hours not designated as hours worked.
- 2) Overtime pay is not reimbursable under the OJT contract. Work performed in an overtime capacity is not reimbursable since the primary purpose of overtime is to make up production shortages and training is not expected to occur.
- 3) The employer will be reimbursed up to 50% of the hourly rate of the participant's wage for the duration of the OJT. The maximum expenditure of an individual OJT contract may be up to 6 months or \$13,000 annually, whichever comes first.
- 4) The employer is responsible for maintaining records and providing verification of hours to be reimbursed.<sup>9</sup>

### **Employer Eligibility**

Employers providing OJT to a participant will meet the following guidelines:

- 1) The employer must not be involved in a current labor dispute and must not have a history of frequent layoffs. The employer must not utilize OJT agreements to displace

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<sup>7</sup> [20 C.F.R. § 680.710](#)

<sup>8</sup> DWD Policy: WIOA T1 (134)-P1, "On-the-Job Training Guidelines under the Workforce Innovation and Opportunity Act (WIOA)." [http://www.in.gov/dwd/files/OJT\\_policy\\_final\\_6-9-15\\_134\\_P1.pdf](http://www.in.gov/dwd/files/OJT_policy_final_6-9-15_134_P1.pdf)

<sup>9</sup> *Id.*

currently employed workers, replace laid-off workers, or reduce the hours of current employees below their normal schedule. OJT agreements must not impair existing contracts for services for any collective bargaining agreement.<sup>10</sup>

- 2) All job openings for which OJT's are established will be posted on the approved state job board.
- 3) Employers participating in an OJT activity will afford the same wages, benefits and working conditions as regular employees with similar lengths of service and duties.
- 4) OJT training activities may only be conducted at employer worksites where adequate provisions have been made for participants' safety. Offsite training activities must be approved via the OJT agreement.
- 5) OJT funds may not be used to propose or encourage the relocation of an employer or part of an employer's operation if this relocation will result in a loss of employment for any employee at any other location with the United States. If an employer has relocated and workers at another location have been or will be displaced as a result of this relocation, OJT funds cannot be used until 120 days after the date on which the employer commences operations at the new location. To document that this requirement is being followed, all employers will complete and sign an OJT Pre-Award Survey which can be found in Attachment B to this policy.
- 6) EmployIndy may determine an employer is ineligible to participate in OJT activities for a period of one year from the conclusion of their last OJT agreement if the employer:
  - a. Has had two or more OJT agreements in the past year; and
  - b. Either:
    - i. Has exhibited a pattern of failing to employ all OJT participants for at least six (6) months following completion of their training; or
    - ii. Does not provide wages, benefits, and working conditions equal to those provided to regular employees doing the same type of work

Reinstatement of the OJTs for the employer will require that all problem(s) associated with the period of ineligibility have been satisfactorily corrected. The period of ineligibility may be waived only if one of the following conditions can be documented: 1) employees were hired but subsequently quit voluntarily or 2) employees were hired but were terminated for cause.

EmployIndy reserves the right to terminate an OJT contract if the employer does not meet or follow the guidelines of this policy.

### **Participant Eligibility**

Participants enrolled in OJT activities shall meet the following guidelines:

- 1) Participants shall meet the eligibility criteria for the program from which funding is being used to support OJT training costs.

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<sup>10</sup> *Id.*

- 2) Participants shall have participated in a formal skill assessment activity and been found to possess the basic skills that are required for the job for which the OJT is being developed.
- 3) Participants cannot have participated in an OJT in the previous 12 months unless they were laid off through no fault of his/her own.
- 4) Participants shall not participate in an OJT if they are on temporary lay-off and are expected to be recalled by the former employer to the same or similar job
- 5) Participants who are currently employed must not be earning a self-sufficient wage and the OJT must relate to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the EmployIndy.<sup>11</sup>
- 6) Participants who are considered in-school youth must have their high school diploma or equivalency in order to participate in an OJT.
- 7) A training plan (Attachment C) and an individual employment plan (IEP)/individual service strategy (ISS) will be developed to outline the specific skill requirements for the OJT program and assess what skills the participant lacks at the start of the training. The training plan will also be used to document the completion of the skills expected to be learned.

### **Training Duration and Content**

OJT(s) authorized for a participant will be limited to a period that is generally required to overcome the skill gap(s) needed for the occupation; however, an OJT shall not exceed 6 months or \$13,000. To determine the appropriate hours for an OJT assignment, the OJT Completion Checklist (Attachment D) will be used to address the skill gap(s).

To ensure appropriate training content, training plans must be developed with the full engagement of the employer. To document this engagement, the training plan must be approved by the employer as part of the OJT agreement process.

### **Onsite Check-In Monitoring & Follow-up Requirements**

The OJT program requires periodic check-ins with the participants and the employer. The WIOA Service Provider will conduct monthly check-ins with participants throughout the duration of the training. Along with the Business Solutions leadership, the service provider will conduct at least one fully documented monitoring visit during the OJT duration, refer to Attachment D. After successful completion of the OJT, the participant will be followed in accordance with the Follow-Up policy.

The EmployIndy Business Solutions representative along with the WIOA Service Provider will conduct joint monthly on-site visits to employers. Another fully documented joint visit is required approximately 6 months following the completion of the OJT contract.

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<sup>11</sup> 20 C.F.R. § 680.710

OJT completion rates, employment retention rates and employment earning will be specified in the contract and will be monitored for accuracy. An employer's failure to comply with the agreement will result in the employer being ineligible for further OJTs for a period of at least one year starting from the conclusion of the employer's last OJT.

### **OJT and Registered Apprenticeship Programs**

Individual Training Accounts (ITAs) and OJT funds may be combined to support placing participants into a registered apprenticeship program, just as they can be used together for a participant who is not in a registered apprenticeship.<sup>12</sup>

- 1) An ITA may be used to support the classroom portions of the apprenticeship program, and OJT funds may be used to support the on-the-job training portions of the program.<sup>13</sup>
- 2) Depending on the length of the registered apprenticeship and local OJT policies, these funds may cover some or all of the registered apprenticeship training.
- 3) If the apprentice is employed at the time of participation, the additional criteria set forth above must be met.

## **6. Exceptions**

Exceptions to this policy may be granted by the EmployIndy Executive Team member upon a showing that the exception does not violate federal or state law or policy and that the exception is in the best interest of developing Marion County's workforce.

## **7. Definitions**

**Participant:** An individual who has been determined to be eligible to participate and who is receiving services.

**Individual Employment Plan (Adult & Dislocated Worker) /Individual Service Strategy (Youth):** An individual plan for a participant, which includes an employment goal, appropriate achievement objectives, and the appropriate combination of services for the participant based on an objective assessment.

**On-the-Job Training:** Training provided by an employer to a paid participant while engaged in productive work in a job that a) provides knowledge or skills essential to the full and adequate performance of the job; b) provides reimbursement to the employer of up to 50% of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; c) is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.

**Workplace Literacy:** The ability to read, write, and speak in English, compute and solve problems at levels of proficiency necessary to function on the job.

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<sup>12</sup> [20 C.F.R. § 680.740](#)

<sup>13</sup> See [20 C.F.R. § 680.750](#) for the combination of ITAs and OJTs.

**Self-Sufficient Wage:** household income in relation to family size above 250% of the Economically Disadvantage Criteria Guidelines<sup>14</sup> applicable to Marion County.

## 8. Related Policies and Documents

### **Policies**

[EmployIndy WIOA Participant Eligibility Policy<sup>15</sup>](#)

[EmployIndy Work-Based Learning Policy for Youth and Young Adults<sup>16</sup>](#)

[EmployIndy Employer Services Policy<sup>17</sup>](#)

[EmployIndy WIOA Individual Training Accounts Policy<sup>18</sup>](#)

[EmployIndy Follow-Up Policy<sup>19</sup>](#)

[EmployIndy Technical Assistance and Monitoring Policy<sup>20</sup>](#)

EmployIndy Drug Screening Policy

### **Documents:**

OJT Contract Agreement (Attachment A)

Pre-Award Survey (Attachment B)

On the Job Training Plan (Attachment C)

OJT Monitoring Report Form (Attachment D)

Training Time Documentation Form (Attachment E)

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<sup>14</sup> DWD Memorandum: 2018 Economically Disadvantaged Criteria.

[https://www.in.gov/dwd/files/Publication%20of%202018%20Economically%20Disadvantaged%20Criteria\\_final.pdf](https://www.in.gov/dwd/files/Publication%20of%202018%20Economically%20Disadvantaged%20Criteria_final.pdf)

<sup>15</sup> <https://employindy.org/wp-content/uploads/2017/08/1-1-1-WIOA-Participant-Eligibility.pdf>

<sup>16</sup> <https://employindy.org/wp-content/uploads/2017/08/1-2-7-Work-Based-Learning-for-Youth-and-Young-Adults.pdf>

<sup>17</sup> <https://employindy.org/wp-content/uploads/2017/08/4-2-Employer-Services.pdf>

<sup>18</sup> <https://employindy.org/wp-content/uploads/2017/08/1-3-2-Individual-Training-Accounts.pdf>

<sup>19</sup> <https://employindy.org/wp-content/uploads/2017/08/1-2-8-Follow-up.pdf>

<sup>20</sup> <https://employindy.org/wp-content/uploads/2017/08/7-8-Technical-Assistance-and-Monitoring.pdf>

## Attachment A

### On-The-Job Training Contract Agreement

Effective Date of Contract: \_\_\_\_\_ Contract Number: \_\_\_\_\_

#### I PARTIES TO THE AGREEMENT

##### WORKFORCE ENTITY

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_

Email \_\_\_\_\_

##### EMPLOYER

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_

Email \_\_\_\_\_

#### II CONDITIONS OF THIS AGREEMENT

- A. Reimbursement Process:** In consideration for the training provided, WorkOne / EmployIndy as fiscal agent for the WorkOne system, agrees to reimburse the Employer 50% of the wages paid to the identified WorkOne / EmployIndy Customer (trainee) to an amount not to exceed the OJT contract total.

Trainee Name: \_\_\_\_\_

Trainee SSN: \_\_\_\_\_

Trainee Job Title: \_\_\_\_\_

Trainee Hourly Wage: \_\_\_\_\_

Trainee Start Date: \_\_\_\_\_

Trainee End Date: \_\_\_\_\_

Total Number of OJT Hours: \_\_\_\_\_

OJT Contract Total: \_\_\_\_\_

The 50% wage reimbursement is in compensation for the costs associated with training the identified individual and the trainee's lower productivity during the identified training period. The individual's training plan is included as **Attachment C** to this agreement. Reimbursement will occur as a result of invoices submitted by the Employer. Overtime wages, wage increases not specified in this contract and hours in excess of those specified in this contract will not be reimbursed. Further, reimbursement will not be made for time in which the trainee is absent from training, including authorized paid absences such as holidays, sick days and vacation days. WorkOne / EmployIndy will not reimburse contributions to retirement, medical or any other benefit plans for the trainee.

- B. Trainee Retention:** Just as the Employer has the right to hire the trainee, termination for just cause rests with the Employer. However, as part of this agreement, **the Employer agrees that the trainee will not be terminated without prior notice and reasonable opportunity for correction or improvement of performance.** As part of this assurance, the Employer will immediately notify WorkOne / EmployIndy if the trainee has an



attendance or disciplinary problem or has demonstrated an inability to perform in accordance with the training plan. The OJT program is designed to up-skill local talent into full time employment and to fulfill the hiring needs

of local employers, therefore, the Employer, as part of this contract, additionally agrees to retain the trainee as a regular employee upon successful completion of the training.

**C. Trainee Wages, Benefits and Working Conditions:** The following will govern the wage rates, benefits, and overall working conditions for the trainee.

1. Trainee wages will be the higher of the following: (1) the highest minimum wage as required under Federal or State law of (2) the wage rate paid by the employer to other similar employees.
2. The trainee will be afforded the same benefits and working conditions as any other employee doing the same type of work for a similar length of time.
3. The employer will provide Workers Compensation benefits in accordance with State law, or, when such law is no applicable, liability insurance coverage for injuries suffered by the trainee.
4. The trainee will not be required to work in conditions which are unsanitary, hazardous, or dangerous to his or her health or safety. With inherently dangerous jobs, reasonable safety practices will be applied. In the event that the trainee is subject to child labor laws in any form, the Employer agrees to follow all such laws.

**D. Employer Assurances**

1. The Employer assures that they will comply with all Federal, State and local regulations, rules, laws and policies that govern the use of Workforce Innovation and Opportunity Act (WIOA). In the event that such regulations, rules, laws, or policies would change, the Employer assures it will comply with these changes as they apply to this on-the-job training contract.
2. The Employer assures that no currently employed workers will be displaced by the trainee or suffer a reduction (or partial reduction) in wages, benefits, or work hours, including overtime work hours. The Employer also assures that the trainee is not filling a position which will infringe upon the promotional opportunities of current employees.
3. The Employer assures that the trainee will not fill a position when:
  - i. Another employee is currently on layoff from the same or an equivalent job, or
  - ii. The Employer has terminated a regular employee with the intention of filling the opening with the trainee, or
  - iii. Another employee is not employed because of a labor dispute.
4. The Employer assures that this contract will not impair any existing collective bargaining agreements and that it will obtain written concurrence of the appropriate labor organization if inconsistencies with the bargaining agreement exist. It is further assured that the employer will notify WorkOne / EmployIndy if a labor dispute occurs during the term of this contract.
5. The Employer assures that no job training funds will be used to assist, promote, or deter union organizing. The Employer further assures that the trainee will not be employed in a job that involves political or lobbying activities.

6. The Employer assures that the trainee will not be employed and funds received under this contract will not be used to conduct or support the construction, operation or maintenance of any facility used for religious instruction or worship.
7. The employer assures that the trainee hired under this agreement will not be the immediate relative of the Employer's administrative or supervisory staff.
8. The Employer assures that it has written personnel policies and that these policies will be reviewed with the trainee.
9. The Employer agrees to make every reasonable effort to maintain a drug free workplace as require under the Drug-Free Workplace regulatory requirements specified in the Drug-Free Workplace Act of 1988.
10. As a condition to the award of financial assistance through WorkOne / EmployIndy, it is assured, with respect to the operation of the WIOA funded program or activity and all agreements or arrangements to carry out the WIOA funded program or activity, that the Employer will comply fully with the nondiscrimination and equal opportunity provisions of WIOA; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing these laws. The United States has the right to seek judicial enforcement of this assurance.
11. The Employer assures that it has not relocated causing the displacement of employees from any other location. The Employer also assures that funds provided under this contract have not caused a loss of employment for any employee at this or any other Employer location.
12. The Employer assures WorkOne / EmployIndy, that it has not received payment for these on-the-job training activities from any other state or federal source.

## **E. Contract Management**

1. The Employer agrees that WorkOne / EmployIndy staff and State or Federal officials may visit the worksite for the purposes of reviewing the progress of the trainee.
2. All personnel and payroll records pertaining to the trainee must be kept for three years. State and Federal officials must be granted access to these records if requested for audit purposes. WorkOne / EmployIndy, staff must have access to these records at least once during the training period to verify the accuracy of invoices.
3. This contract may be modified if both parties agree, in writing, to the modification. This contract may also be terminated at any time by either WorkOne / EmployIndy, or the Employer with written notice explaining the reasons for and effective date of the termination. WorkOne / EmployIndy, reserves the right to terminate this agreement subject to the availability of funding.

**III. COMMITMENT TO THIS AGREEMENT**

WorkOne / EmployIndy, and the Employer each represent that it has full and complete authority to enter into this contract and that the individual signing this contract has been duly authorized to execute such contracts. Upon signature, this agreement is a valid, binding and enforceable agreement.

**AGREED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_**

**FOR WORKONE / EMPLOYINDY:**

**FOR THE EMPLOYER:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Typed Name**

\_\_\_\_\_  
**Typed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

**Attachment B**  
**OJT Contract: Pre-Award Review Form**

**I. Identifying Information**

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip** \_\_\_\_\_

**Training Site for OJT Participant:** \_\_\_\_\_

**Company Official Name (Name/Title):** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Company Official Name Responsible for OJT Contract: (Name/Title)** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

**Company SIC/NAIC Code:** \_\_\_\_\_

**Total Number of Employees:** \_\_\_\_\_

Other Names under which the company has conducted or is currently conducting business:

\_\_\_\_\_

**II. Relocation Information:**

Has the above company, any subsidiary, affiliates, or part thereof, relocated within the last 120 days?

Yes  No

If yes, please indicate the date in which operations began at the new facility? \_\_\_\_\_

If the company relocated within the last 120 days, did the move result in a loss of employment for any employee of the company at the original location?

Yes  No  Not Applicable

### III. Current Employee Status:

Are any employees currently on layoff from the same job classification(s) that will be included in the OJT program?

Yes  No

If yes, have the employees been laid off for a minimum of 120 days or declined an offer to return to work?

Yes  No

Are the positions that are part of the OJT program subject to a collective bargaining agreement?

Yes  No

If yes, please provide a listing of all unions and contact information?

<p><b>Please provide name of union, contact person and phone number:</b></p>
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### III. Insurance

Will the company complete a pre-employment drug screen on the new employee?

Yes  No

Will the new employee be covered by Worker's Compensation Insurance?

Yes  No

Worker's Compensation Insurance or equivalent on-site medical and accidental insurance required for all OJT participants. Please provide the following information:

**Insurance Carrier:** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

### IV. Employer's Previous OJT History

Does the employer/business have a current or previous OJT contract?

Yes  No

Was the employer/business OJT contract performance satisfactory and in compliance with Federal Regulations?

Yes  No

Is the employer/business eligible to re-enter an OJT contract obligation?

Yes  No

**V. Proposed Training**

Please provide a brief narrative describing the proposed training, including why training is needed, current business and economic prospects, projected growth and/or expansion in the proposed training occupation, the ability to train and retrain proposed trainee(s), etc.

**PLEASE ATTACH A SEPARATE DOCUMENT TO ANSWER SECTION V. PLEASE PREPARE A SEPARATE DOCUMENT FOR EACH OCCUPATION IF MULTIPLE OCCUPATIONS ARE BEING ADDRESSED.**

**VI. Resources to Perform Training**

Does the employer/business have tools, materials, and supervision needed to perform training?

Yes       No

If yes, has the OJT Special Projects Coordinator and OJT Specialist (Service Provider) toured the facility?

Yes       No

Please provide any comments relative to the tour:

## VII. Limitations

- OJT contracts may not be established with employers that have previously exhibited a pattern of failing to provide OJT participants with continued lone-term employment with wages, benefits, including health benefits, and working conditions that are equal to those provided to regular employees that have worked a similar length of time and are doing the same type of work.
- Funds may not be used to reimburse OJT employers for any overtime hours worked by the OJT participant. Overtime hours are generally needed for increased production demands and are rarely needed to provide additional training to participants.
- WIOA funds may not be used or proposed to be used for the encouragement or inducement of a business, or part of a business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location.
- WIOA funds may not be used to provide OJT if the business has relocated from any location in the US and the relocation resulted in any employee losing his/her job at the original location. This prohibition is no longer applicable after the company has operated at the new location for 120 days.
- Funds provided to employers for OJT must not be used to directly or indirectly assist, promote or deter union organizing.
- A participant may not be employed or assigned to an OJT if:
  - Any other individual is currently on layoff from the same or any substantially equivalent job;
  - The employer has terminated the employment of any regular employee or caused an involuntary reduction in its workforce with the intention of filling the vacancy with OJT participants; or
  - The OJT position is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
- An OJT must be in an in-demand industry or for an occupation in-demand that is included on the State list of targeted economic sectors, as defined by the Indiana Career Council through the sector resolution, in partnerships with DWD, employers, IEDC and WBDs. In-demand sectors and occupations will be facilitated and reviewed at least annually at both a statewide and regional level by the Department of Workforce Development in partnership with local WBDs.
- OJT funds can only be used to pay for training for positions that pay a minimum of \$13 per hour, or \$27,080 annually for Adult or Dislocated Worker, and \$10 per hour, or \$20,800 for Out of School Youth, or In-School youth who have graduated. Special exceptions to this guideline must be approved in writing by the Associate Chief Operations Officer for Policy for the Indiana Department of Workforce Development.
- The expenditure on an individual OJT contract is limited to \$13,000 annually.
- Participants may only be provided OJT one time in any twelve month period. The only exception is when an OJT participant has successfully completed the training and was subsequently laid off through no fault of his/her own.
- All OJT participants must first pass a drug screen test consistent with state policy (WIOA T! (181)-P1)
- Wage Rate Reimbursement will remain at the starting employment wage throughout the OJT period; raises that may be given during the OJT period are not eligible for reimbursement.

**V. Attestation and Validation:**

The Company official hereby attests, under penalty of perjury, that the above information is correct.

**Signature of Company Official:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name and Title of Company Official:** \_\_\_\_\_

**Signature of WorkOne/EmployIndy Representative** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name and Title of WorkOne/EmployIndy Representative:** \_\_\_\_\_



## Attachment C On-The-Job Training Plans

### Guidelines:

1. Training activities must be described clearly to show that the employer is obligated to conduct training.
2. Skills to be learned should be separately listed with training times estimated for each
3. Training times must be reasonable
4. Training times must be geared to both the complexity of the job and the abilities of the trainee
5. The training plan must identify the job title of the person(s) responsible for the training
6. The training plan must be written in a format conducive to monitoring capability. The WIOA participant, supervisor, and/or trainer should be knowledgeable about its contents.

### EMPLOYER INFORMATION:

**Employer:** \_\_\_\_\_

**Trainee's Supervisor Name:** \_\_\_\_\_

**Supervisor Phone:** \_\_\_\_\_

**Supervisor Email:** \_\_\_\_\_

**Employer Job Title:** \_\_\_\_\_

**Employer Rec'd Training Time:** \_\_\_\_\_

### EMPLOYEE INFORMATION:

**Employee Name:** \_\_\_\_\_

**Employee Phone/Email:** \_\_\_\_\_

**Employee SSN (last 4)** \_\_\_\_\_

**Date of Hire:** \_\_\_\_\_

**Date of Eligibility:** \_\_\_\_\_

**Wage Rate: Hrs/Week** \_\_\_\_\_

**Max Training Period Approved:** \_\_\_\_\_

**Max # Months OJT:** \_\_\_\_\_

**Training Plan:**

**Job Title:** \_\_\_\_\_

**Example: Automotive Technician:** (O\*Net Code) front-end mechanic (automobile service); alignment mechanic; axle-and-frame mechanic; chassis mechanic; wheel alignment mechanic.

**Job Description:** *(Write detailed job description here)*

**Example: Job Description:** Aligns wheels, axles, frames, torsion bars, and steering mechanism of automotive vehicles, such as automobiles, buses, and trucks. Drives vehicle onto wheel alignment rack. Tests for bent axle, worn ball joints, and bent steering rods, using alignment testing machine. Straightens axle and steering rods and adjusts shims, tie rods, and joining pins to align wheels or install new parts using hand tools.

**Training Outline:** Outline the top skills the candidate will acquire during training and what performance measurements will be used to ensure candidate skill competency after training. Each acquired skill must list a Trainer and the number of hours the candidate will spend in training for each.

Ex: Learn to operate wheel alignment machines. Develop skills required to measure, caster, camber, toe-in.....

Trainer: Assigned Lead Worker

Hours: 160

Critical Required Skills and Experience	Assigned Lead Trainer	Training Time	Performance Measurement
Ex: Learn to Operate Wheel Alignment Machines. Develop Skills required to measure caster, camber, toe-in.....	W. Williams Lead Mech.	160 hrs	Demonstration of skills required to operate equipment and tools used to align front-end components according to specifications

Critical Required Skills and Experience	Assigned Lead Trainer	Training Time	Performance Measurement
Ex: Learn to Operate Wheel Alignment Machines. Develop Skills required to measure caster, camber, toe-in.....	W. Williams Lead Mech.	160 hrs	Demonstration of skills required to operate equipment and tools used to align front-end components according to specifications

**Training Time Calculation**

<b>Modification to Training Outline</b>	<b>Adjustment</b>
Lower of max hours allowed (SVP) vs. hour supported by the employer training outline:	
Total training time reduction for relevant skills/training:	
Add additional training hours for special circumstances:	
Total allowable hours for OJT:	

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between

\_\_\_\_\_  
WorkOne / EmployIndy

\_\_\_\_\_  
(Company Name)

**Attachment D  
OJT Monitoring Template**

**Employer Name:** \_\_\_\_\_

**OJT Contract #:** \_\_\_\_\_

**OJT Participant Name:** \_\_\_\_\_

**OJT Participant SSN:** \_\_\_\_\_

**Monitor's Name:** \_\_\_\_\_

**Date of Visit:** \_\_\_\_\_

**Records and Accounts**

Question	Answer	Findings/Issues (if any)
1. Does the employer have timesheets or payroll registers for the OJT participant and do these documents support the hours claimed on the most recent invoice?	Yes  No	
2. Is the OJT participant receiving the wage identified in the OJT contract and on the most recent invoice?	Yes  No	
3. Is the OJT participant receiving the same wage as other workers in the same position?	Yes  No	

**Training Activities**

Question	Answer	Findings/Issues (If any)
4. Is the OJT Participant receiving the training that was detailed in the OJT Training Plan?	Yes  No	
5. Is the OJT participant working and receiving training in a safe and healthy work environment?	Yes  No	
6. Is the OJT participant receiving appropriate direction on supervision on the worksite?	Yes  No	

**OJT Progress Check**

Question	Answer	Findings/Issues (If any)
6. From the OJT participant's perspective, do they feel they are doing well and learning the required job tasks?	Yes No	
7. From the employer's perspective, do they feel that the OJT participant is doing well and learning the required job tasks?	Yes No	
8. Are there any issues which may cause this OJT to be unsuccessful?	Yes No	

**Overall Evaluation**

**Briefly describe what was observed and learned while conducting the OJT monitoring visit.**

**Detail any needed corrective actions to address the findings and issues identified in the above questions.**

**Monitor's Signature:** \_\_\_\_\_

**Date of Signature:** \_\_\_\_\_

**Date of Follow-Up Visit if Needed:** \_\_\_\_\_

## Attachment E

### Determining the Appropriate Duration of an OJT

To ensure that the duration of the OJT is appropriate, Specific Vocational Preparation (SVP) codes associated with various occupational coding systems (i.e. DOT, OES, SOC, or the Occupational Units of the O\*Net System) should be utilized. The SVP code for an occupation is the amount of lapsed time required by a typical worker to learn the techniques, acquire the information, and develop the facility needed for average performance in a specific job-worker situation. SVP codes range from 1 – 9 levels. Each level suggests an appropriate duration for training as shown:

SVP Level	Description
1	Short demonstration only
2	Anything beyond short demonstration up to and including 1 month
3	Over 1 month up to and including 3 months
4	Over 3 months up to and including 6 months
5	Over 6 months up to and including 1 year
6	Over 1 year up to and including 2 years
7	Over 2 years up to and including 4 years
8	Over 4 years up to and including 10 years
9	Over 10 years

SVP codes for various occupational coding systems may be obtained through DOL’s O\*Net web site at <http://online.onetcenter.org/> by clicking on “Online Help.” Note that the duration of training suggested by the SVP for a given occupation is only a starting point for negotiations with an employer. In determining the specific duration for a specific contract, consideration should 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.