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## WIOA Standard Desk Guide #

**Date:** May 29, 2019  
**To:** All CareerSource Pinellas Program Staff  
**Title:** **OJT Requirements**

### **PURPOSE:**

To provide guidance to CSPIN WIOA, WTP and Business Services staff on administering On-the-Job Training program services.

### **BACKGROUND:**

On-the-Job Training (OJT) is a work-based training that provides WIOA eligible participants occupational skills essential to the performance of a specific job. OJT addresses critical workforce needs, enhances skills of eligible participants and aids eligible employers in attaining qualified, skilled workforce with competencies needed to meet the employer's needs.

OJT is one of the allowable program activities authorized by the Workforce Innovation and Opportunity Act (WIOA) as established in WIOA section 134(c)(3)(D) and the Welfare Transition program (WTP) Work Verification plan and DEO guidance.

On-the-Job Training is defined as training by an employer that is provided to a paid participant while engaged in productive work in a job that:

- (a) Provides knowledge or skills essential to the full adequate performance of the job;
- (b) Is made available through a program that provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, except as provided in WIOA Section 134(c)(3)(H), (see note below) for the extraordinary costs of providing the training and additional supervision related to the training; and
- (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.

OJT is conducted by public, private not-for-profit and private for-profit businesses. It occurs while an individual is engaged in productive work learning the skills and information necessary for full and adequate performance on the job.

The two unique features of the OJT program are:

1. The individual begins training as a new employee.
2. The individual receives training at the workplace, under appropriate supervision, thus acquiring occupational skills and knowledge in an "on-the-job" training environment.

An OJT agreement is appropriate for businesses who have difficulty filling their skilled labor force needs with qualified, experienced workers, or who want to upgrade their current workforce. Businesses may use an OJT in these instances by training eligible WIOA or WTP customers. Reimbursement is provided to the business to pay for the extraordinary costs of such training because these costs exceed the expenses incurred in training individuals typically hired for the position.

Despite the benefits to businesses who participate as an OJT business, the focus of the OJT program is on the individual. OJT is designed to provide an opportunity for WIOA/WTP eligible individuals to receive the training necessary to acquire skills and knowledge that will enable them to maintain unsubsidized employment and/or job advancement.

### **PROCEDURE:**

The OJT Program is sponsored and administered by CareerSource Pinellas (CSPIN) Business Services department. The service is designed to assist businesses with the training and employment needs of their workforce, meeting specific guidelines so that the business and employee can maintain a competitive edge in the marketplace. OJT is eligible to businesses that meet the eligibility criteria in this policy who hire a WIOA/WTP eligible participant from Pinellas County.

### **PARTICIPANT ELIGIBILITY**

On-the-Job Training (OJT) may be provided to eligible WIOA Adult, Dislocated Worker or Youth participants who are assessed and found to be in need of and suitable for training services in order to obtain or retain employment that leads to self-sufficiency. The participants must demonstrate a need for training as recorded on the Career Plan. OJT may also be provided to eligible Welfare Transition program participants who are deemed appropriate candidates for consideration. WIOA per 20 CFR 680.210 defines:

Under WIOA sec. 134(c)(3)(a) training services may be made available to employed and unemployed adults and dislocated workers who:

- a) A one-stop center or a one-stop partner determines, after an interview, evaluation or assessment, and career planning, are:
  - 1) Unlikely or unable to obtain or retain employment that leads to self-sufficiency or wages comparable to or higher than wages from previous employment through career services;
  - 2) In need of training services to obtain or retain employment leading to economic self-sufficiency or wages comparable to or higher than previous employment; and
  - 3) Have the skill and qualifications to participate successfully in training services.

NOTE: Under WIOA, there is no requirement that career services be provided as a condition of receipt of training services, but staff must clearly document the circumstances that justifies their determination to provide OJT training without provision of career services.

Program Eligibility is two-fold requiring eligibility under the identified funding(s) and also Service Eligibility, or the need for and appropriateness of, the OJT training service. Program Eligibility will be completed through completion of the customer intake, assessment of eligibility and gathering needed support to establish program eligibility. Service or OJT Eligibility is documented through an interview, assessment with evaluation, and career planning. Suitability is established when an OJT opportunity aligns with a customer's existing skill set or educational background and the customer is deemed to have the core competencies to be successful in the position and likely to attend and complete all training based on current needs and barriers.

Employers will have the final selection authority for individuals to be hired. All participants must meet certain WIOA eligibility criteria before training can begin. As a general OJT process, it is recommended that those individuals who meet the eligibility requirements for individual career services, who have received an assessment and for whom a career plan has been developed, be considered for OJT.

Consideration should be given to the skill requirements of the occupation, academic and occupational skill level of the participant, prior work experience, and the participant's Career Plan. The results of objective assessment, as documented on the individual's Career Plan, must indicate that the participant is in need of, and can benefit from, the activity of OJT. The Career Plan and application must capture the past work history of the applicant from the official file, assess the test results, capture additional information from the applicant about past work experience, volunteer experience, and identify strengths and weaknesses of the applicant. The OJT Training Outline must include documentation as to the new skills to be acquired during training and how skill gap deficiencies will be overcome with the training.

There are occasions when a WIOAWTP participant may participate in multiple OJT Agreements if the first Agreement should fail at no fault of the applicant. The provisions outlined below should apply:

1. The new Agreement with a different business is for upgraded skills or a different position, but related to the first position in terms of career path and skills.
2. The approved training hours for the second OJT agreement will be re-evaluated based on the training received in the first OJT agreement (commensurate with experience learned in the previous OJT agreement).
3. No applicants shall participate in more than two (2) OJT agreements unless plant closures or layoffs occur that are out of the control of the applicant and occur in progression. Any additional agreements must be approved by the CEO or designee.

### **BUSINESS ELIGIBILITY**

The hiring and training may begin after the OJT Work-Based Training Onsite Assessment form has been completed and the OJT Employer Agreement has been signed by all the parties. The Business Services staff completes these documents with the employer.

The participant becomes an employee of the company on the day the OJT begins. Staff should give careful consideration when selecting a suitable employer for OJT. General business practices in terms of working conditions (safety, health), the availability of health benefits, sustainable wage structure, turnover rates, adequate staff and equipment to carry out the training, and whether the employer is in compliance with federal, state and local laws are factors to consider while completing the OJT Work-Based Training Onsite Assessment form.

When considering an employer to participate as an OJT worksite, staff should carefully review and determine the nature of the employment to ensure the employment is on-going and not temporary, probationary or intermittent employment.

Prior to entering into an agreement for OJT services with a business, the CSPIN Business Services staff shall ensure that the business is eligible.

Businesses that meet the following criteria are considered eligible and may, subject to available funding, enter into an OJT agreement:

1. Physical company is located in Pinellas County;
2. Business must legally have operated at current location for at least 120 days;

3. Hold valid business tax receipt (formally an occupational license) and/or zoning permit; (google search and printout included)
4. Active business as verified by Florida Department of State Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)) and provide W-9;
5. Hasn't experienced any layoffs in the past six months verified by DEO WARN site; (<http://www.floridajobs.org/office-directory/division-of-workforce-services/workforce-programs/reemployment-and-emergency-assistance-coordination-team-react/warn-notice>)
6. Maintains Workers Compensation Insurance (if applicable);
7. OJT position requested is on the R14 Targeted Occupation List (TOL);
8. Must develop a detailed OJT Training Plan Outline that identifies the specific occupation, job specific skills that will be learned and estimated time required for each skill;
9. Agrees to routine monitoring, on-site visits and communication with the CSPIN Business Services Staff regarding the progress of the program participant relating to the OJT Training Plan, progress reports, midpoint in training and completion of the OJT to capture measurable skills gained during participation;
10. Commit to hiring and retaining customers who successfully complete their OJT training program.

### **DEMAND FOR OCCUPATION IN LABOR MARKET**

OJT must be for training in occupations that are in demand in the local area and listed on the regional Targeted Occupational List (TOL) and for Youth or WTP, the expanded TOL. OJTs that occur in small businesses where the OJT training covers a relatively broad range of functions that draw from several occupations are generally considered as a unique occupation for labor market demand purposes. With these unique occupations, the fact that an opening exists for the occupation at the business presupposes the existence of a demand for the occupation. Any OJTs for positions not on the TOL must be approved by the CEO or designee.

### **OCCUPATION ELIGIBILITY**

All OJTs must be for occupations that are in demand in the local area and are appropriate for the program. Occupations not suitable for OJT:

- Less than part-time;
- Principle source of income is tips, commissions or piecework;
- Intermittent or seasonal in nature;
- Shown as in decline on the Pinellas County Demand/Decline List.

### **PROHIBITIONS**

1. Participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).

2. OJT agreements shall not be written for part-time employment. Proof of full-time employment shall be established and documented by the business. Whether the participant is categorized as full-time shall be verified by the CSPIN Business Services staff. CSPIN Business Services staff may submit a written request to the CSPIN CEO or designee for an exception to this rule prior to execution of an OJT agreement.
3. The CSPIN shall not enter into agreement with a business who 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.
4. No officer, employee, agent, or representative of the Business or CSPIN may charge a participant a fee for the placement or referral of such individuals in or to a training funded under an OJT agreement or amendments thereof.
5. A participant in a program or activity authorized under title I of WIOA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).
6. An OJT funded agreement must not impair existing contracts for services or collective bargaining agreements. When a program or activity authorized under Title I of WIOA would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the agreement is initiated.
7. An OJT participant may not be employed in or assigned to a job if:
  - a. Any other individual is on layoff from the same or any substantially equivalent job;
  - b. The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the OJT participant; or
  - c. The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
8. OJT funds shall not be used for any political activity, lobbying of federal, state or local legislators, or to promote or oppose unionization.
9. OJT funds may not be used to directly or indirectly assist, promote or deter union organizing.
10. OJT participants shall not be placed in a home-based business.
11. OJT funds shall not be used to encourage or induce 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.

#### **DURATION AND RATIONALE OF OJT TRAINING**

An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation for which training is being provided. Traditionally, OJT is limited to a maximum of six (6) months or 1,040 hours. The length of the training, which will be determined by CSPIN Business Services staff, should take into consideration the amount of time required for a participant to become proficient in the occupation for which training is being provided (skill requirements of the occupation, the academic and/or occupational skill level of the participant, and prior work experience). The length

of the OJT will be documented in the OJT contract with the employer and the participant's individual career plan.

The rationale for the length of the training should take into consideration the following:

1. amount of time required for a participant to become proficient in the occupation for which training is being provided;
2. skill gaps that exist;
3. skill requirements of the occupation;
4. the academic and/or occupational skill level of the participant;
5. prior work experience of the participant;
6. barriers to employment;
7. any disability and need for reasonable accommodations; and,
8. the availability of programmatic funding.

Staff will also consider results attained from assessments as well as referencing additional materials such as O\*NET (<https://www.onetonline.org/find/>) which list a Specific Vocational Preparation (SVP) Code. SVP Codes should be used as the baseline for duration determination. The baseline hours listed should not prohibit on-the-job training agreement durations and may be adjusted depending on the individual's skills gap. The chart below is to be used as a baseline reference from which to build the individual OJT duration.

<b>SVP Code</b>	<b>Level Time Explanation</b>	<b>Estimated Hours</b>
1	Short demonstration only	160
2	Anything beyond short demonstration up to and including 1 month	240
3	Over 1 month up to and including 3 months	320
4	Over 3 months and including 6 months	500
5	Over 6 months and including 1 year	640
6	Over 1 year up to and including 2 years	800
7	Over 2 years up to and including 4 years	960
8	Over 4 years up to 10 years	1040

### **SKILLS GAP ANALYSIS / OJT TRAINING PLAN DEVELOPMENT**

Following the execution of the OJT Employer Agreement, an individualized OJT Training Plan must be developed for the acquisition of skills that the trainee does not already possess. The plan is a formal and written program of a structured job training, which will provide participants with an orderly combination of instruction in observable, and measurable job-ready skills, general employment competencies and occupational skills that will enable the participant to work towards self-sufficiency. An analysis of the trainee's prior work history, transferrable work skills and the job skills gained must be compared to the job skills/job description the employer requires in the OJT occupation. The resulting gap in skills will be the basis for the development of the OJT Training Plan. Each skill

description should be concise and the individual tasks should be measurable and observable. The specific types and sources of information used to identify the scope of the skills gap must be included in the participant's case file.

### **OJT CONTRACT REQUIREMENTS**

CSPIN's OJT contract meets all of the requirements outlined in the CareerSource Florida Administrative Policy – OJT.

### **REIMBURSEMENT:**

Participating businesses will receive a fifty percent (50%) reimbursement for eligible OJT participants. In accordance with CareerSource Florida Administrative Policy on OJT, LWDB's may increase the reimbursement rate for OJT up to seventy-five percent (75%) for OJT contracts when the following factors have been evaluated:

1. The characteristics of the participants;
2. The size of the employer, with an emphasis on small businesses; and
3. The quality of employer-provided training and advancement opportunities, e.g. the OJT contract is for an in-demand occupation that leads to an industry-recognized credential.

A 75% reimbursement rate will be established when a business enters into an OJT agreement where the employer has 50 or less employees.

All training assistance awards are based on eligibility and available funding as well as:

- agree to enter into an OJT Agreement;
- agree to the conditions and procedures of the OJT Agreement;
- agree to provide on-the-job skills training for the new employee(s) selected; and
- agree to retain the employees(s) upon successful completion of training.

### **CONFLICT OF INTEREST**

1. CSPIN will not favor a referral from and/or to a member of the CSPIN over another business in the community. OJT placements shall be made based upon what will be most beneficial to the participant.
2. The CSPIN CEO shall be notified whenever the OJT Agreement is connected to a CSPIN member or employee.
3. CSPIN is prohibited from recommending an agreement or making OJT referrals to businesses who are members of their immediate family or members of families of other CSPIN staff.
4. The contracted OJT business shall not hire a participant who is a relative (member of the family) of the business. Relative is defined as: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. (Section 112.3135, Florida Statutes).

### **REVERSE REFERRALS**

In very limited circumstances OJT initiated through "reverse referral" may be permitted. Reverse referral occurs when an individual is referred to CSPIN from a prospective employer (under either formal or informal agreement) for assessment as to whether the individual meets the employer's hiring requirements for a specific position. Development of an OJT for an individual referred by the employer may be permitted only when:

1. the individual progresses through the intake process as with any other CSPIN customer and meets all WIOA eligibility and suitability requirements;
2. the completed individual career plan indicates training is necessary for the individual to perform the work associated with the position for which the employer has an opening;
3. justification for WIOA training services outlines OJT is most appropriate, needed and identifies participant skill gap analysis;
4. the employer meets all the Business eligibility criteria outlined in this policy; and
5. the employer has not completed their final customer interview nor made a hiring decision prior to individual referral to CSPIN (If so, OJT cannot occur)
6. the employer provides assurance that the individual has not previously been employed by the employer in the same or similar position.

A reverse referral is when the business has identified someone they would like to hire, but the individual has demonstrated skills deficiency related to the position's requirements. A business may refer a job applicant to CSPIN for potential OJT enrollment. In the case of reverse referrals, the candidate must schedule an eligibility determination and assessment appointment with CSPIN and must be eligible for WIOA as a Dislocated Worker, Adult, Youth or WTP participant. CSPIN must utilize standard eligibility interview, assessment, evaluation and career planning, along with CSPIN enrollment procedures. Participant's eligibility must be determined prior to employment; no pre-hires or period of employment prior to the execution of an OJT agreement and participant training plan are acceptable.

### **TRAINEE SKILL EVALUATION**

On a monthly basis, the trainee's acquisition of the required occupational skills on the Training Plan will be evaluated by the employer/supervisor using the OJT Training Monthly Progress Report. This is an opportunity for the employer/supervisor and the trainee to interact and review the skills progress made during the review period. The OJT Training Monthly Progress Report will also be used at the conclusion of training to document the mastery of the required skills

The trainee's progress under an OJT contract will be formally monitored by the CSPIN Business Services staff on a monthly basis during participation in the OJT program. Periodic communication with the OJT employer/supervisor and the trainee during the training period is required to insure the successful completion of the training. Site visits are encouraged and should be scheduled at the availability of the employer contact and trainee coordinated through the employer contact.

### **MODIFICATIONS**

Modifications to the OJT contract and OJT Work Based Training Plan Outline may be needed. The Business Services staff would be required to submit a CSPIN Agreement Modification OJT Agreement and specify the purpose of the modification, total training hours and maximum reimbursement. This requires the CSPIN CEO or designee signature approval before any agreement modifications can be fully executed.

### **INVOICING AND PAYMENT**

Business Services staff will track the completion of OJT positions and work directly with employers to ensure that required OJT reimbursement forms and supporting documentation is submitted timely for processing.

Employers will be required to complete Attachment II – Individual OJT Reimbursement Form. The form identifies the employer name, # of weeks, hours and total reimbursement amount being



requested. The form, along with supporting documentation, is submitted to [OJTinvoice@careersourcepinellas.com](mailto:OJTinvoice@careersourcepinellas.com) or faxed to 727-524-4350. Supporting documentation includes the following:

1. Payroll Documents shall include paystubs showing pay period dates, pay date, type of hours worked, rate of pay, deductions, etc.
2. Timesheet Detail for only the FIRST and Last week worked of the OJT/PWE Training Period.
3. W9 Form for employers receiving OJT Reimbursement.

The OJT/PWE Business Services staff will notify the Finance Department that the documents submitted by the employer have been reviewed, approved and ready for reimbursement within the OJT invoice folder within Outlook.

### **MONITORING**

Monitoring and evaluation of the program plays a critical role in insuring that the goals of the OJT are achieved. The on-site monitoring is essential and must include documenting information received directly from the OJT trainee and should capture the trainee's supervisor's perspective about how the training is progressing. In addition to this, the monitoring should examine the process of compliance with the OJT Agreement, training plan, the regulations, payment of wages, and the maintenance of records and working conditions in keeping with Federal requirements.

Any Agreement deviations noted should be dealt with promptly, either with a corrective action plan or by suspension or termination of the agreement if serious violations have occurred. All visits to the business should be documented in the business EF account file and electronic file. The entry should identify when the visit was made, what was observed, who was interviewed, a synopsis of the content of the conversation, and any items of concern that need to be addressed.

Additional programmatic monitoring will be conducted throughout the PY by our internal Program Monitor under the direction of the Director of Workforce Strategic Initiatives. Financial monitoring will be handled by our Chief Financial Officer (CFO) and/or the Administrative Services Coordinator.

### **PERFORMANCE**

- A. All businesses must be deemed eligible to participate in the OJT program. The eligibility status will be determined by CSPIN Business Service staff through an Onsite Assessment, as well as outcome and retention performance from previous OJT Agreements.
- B. CSPIN will monitor OJT Agreements for performance. Businesses are expected to maintain a specific OJT completion rate and a retention ratio as defined herein. Businesses who do not meet these performance measures will be suspended from additional OJT opportunities for period of six (6) months.
  1. ***OJT Completion and Retention - WIOA:*** at least 80% of OJTs executed must be successful (to completion) in order for businesses to continue to participate in the OJT program. This means the entire OJT period is completed and the trainee is retained after the training period.
  2. ***OJT Completion and Retention - WTP:*** at least 60% of OJTs executed must be successful (to completion) in order for the business to continue to participate in the OJT program. This means the entire OJT period is completed and the trainee is retained after the training period.
  3. Exceptions to the OJT completion rate may be made for a trainee's release involving mitigating circumstances that may result in a "neutral termination." Mitigating circumstances may include circumstances such as the OJT trainee resigns for higher wage employment;

death of OJT trainee; or extreme circumstances out of the business's control. Neutral terminations will not be considered in determination of retention ratio and must be clearly documented and approved.

4. Retention is measured on OJT agreements based on completion dates within the previous twelve (12) months. Failure to meet performance standards may result in a business's suspension from the OJT program.
5. A suspended business may be considered for additional OJT's in one of two ways (whichever occurs first):
  - a. After six (6) months from exit date of most recent unsuccessful OJT or non-retained OJT trainee, OR
  - b. Business demonstrates a willingness to allow CSPIN to screen and place candidates to non-OJT jobs, and those hires result in a positive retention at the end of six (6) months from hire date.

#### **AUTHORIZED SIGNATORIES**

- The CEO and designee are hereby authorized to execute OJT Agreements.
- If necessary during the OJT process, CSPIN will accept electronically submitted scanned or faxed documents with signatures of the representatives that have legal authority to contract and bind the respective organization in their capacity as a signatory official.

#### **WIOA FOLLOW UP AND FOLLOW UP SERVICES**

As program participants complete services and their WIOA case closure is requested, an OJT case will have a 90-day gap in services triggering an EF program exit and build 4 Quarters of Follow Up. The exited case will require WIOA quarterly follow up and follow up services as defined in our WIOA desk guides. Staff should review and comply with guidance under the following Desk guides; WIOA AD DW Follow Ups and WIOA Youth Follow Ups

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## **REQUIRED DOCUMENTS IN THE OJT APPLICATION PACKET:**

- Paperwork to be completed by eligible candidate is as follows:
  - Applicant Profile
  - Questionnaire/ Eligibility
  - General Release of Information
  - Grievance/Complaint form
  - Self-Attestation form (as needed)
  - Individual Service Plan – (DW/AD/WTP)
  - Service Agreement – (DW/AD/WTP)
    - Additional Candidate paperwork:
      - Defined Local Barriers
      - Candidate Career Plan
  
- Paperwork to be completed and added to packet by Recruiter:
  - OJT or PWE Agreement
  - Attachment I (signed by employer)
  - WBT – 102 Training outline
  - Printed Unemployment verification docs
  - Printed FLORIDA screens (if eligible)
  - I-9 docs (must be clearly legible and enlarged to 155%)
  - MIS3 form
  - Assessment and Justification for OJT or PWE Training
  - Training Onsite Assessment
  - Job Order from EF in “Bulletin Board Print” mode
  - TOL (mark job that reflects job title the closest)