

FLORIDA CROWN WORKFORCE BOARD, INC. POLICY

POLICY TITLE: On The Job Training Program Policy (OJT)

POLICY NUMBER: OPS-009-02

DATE EFFECTIVE: March 3, 2003

DATE REVISED: July 20, 2010

APPLICATION:

Florida Crown Workforce Board, Inc. (FCWB) employees, contractors, providers.

PURPOSE:

On-The-Job Training (OJT) is intended to be used as a transitional tool to assist the customer in completing his/her development to unsubsidized employment.

An employer conducts OJT in a work environment designed to meet the training needs of an individual by providing instruction and supervision that could not be as effectively provided through other training approaches. OJT leads to employment opportunities that enable the customer (trainee) to become economically self-sufficient and leads to occupational development and upward mobility.

ABBREVIATIONS:

ED	Executive Director
OJT	On-The-Job Training (Work Experience)
CM/S	Career Manager/Specialist
DF	Director of Finance
OM	Operations Manager
SP	Service Provider

RESPONSIBILITY

A. The Service Provider:

1. The SP will develop OJT employment positions, evaluate prospective employers and negotiate the terms of the OJT contract for presentation to FCWB. FCWB will be the approving authority.

2. The SP will ensure that the negotiated contract and the implementation of such contract comply with all applicable federal/state regulations. The OJT contract will be monitored at least once during the contract period by the FCWB Contract Monitor in accordance with FCWB monitoring procedures.
3. A member of the SP Employer Services Team/ Community Outreach Team representing case management will visit the worksite for the purpose of technical assistance, counseling, monitoring and evaluation at a minimum of two (2) weeks after placement of the customer (trainee), and each successive month during the contract period. If the minimum retention period stated in the OJT Agreement is sixty (60) days or longer, an SP representative will continue monthly visits until the end of the retention period. The SP representative will maintain appropriate case notes for entry into the client's file.
4. SP will maintain a log of executed contracts. The value of OJT contracts issued cannot exceed the OJT Budget for that Program, Grant, etc., without the approval of the OM, DF and ED.

OJT Employer:

1. The employer who enters into an OJT contract must abide by all the provisions of the OJT program which are incorporated by reference, and made a part of the contract.
2. The SP will only negotiate cost-reimbursable OJT contracts with an employer. The employer will submit a monthly invoice for payment to the FCWB/DF. The invoice shall include copies of time sheets and pay sheets for each employee.
3. During the training period, the Employer will inform the SP of any worksite problems that are not satisfactorily resolved between the Trainee and the Employer.
4. During the training period, the Employer will pay a minimum salary of Twelve Dollars (\$12.00) per hour to Trainee. FCWB will not pay FICA or benefits paid to the trainee.
5. Duration of training will not exceed one hundred eighty (180) days, forty (40 hours per week maximum).

B. OJT Trainee:

1. The Trainee will put forth his/her best efforts to acquire all skills set forth in the Training Outline and to fulfill all work requirements.
2. During the training period, the Trainee will inform the SP of any worksite problems that are not satisfactorily resolved between the Trainee and the Employer.

POLICY

- A. All OJT Trainees must be determined program eligible by the SP and enrolled prior to beginning OJT.
- B. The Trainee may not be charged a fee for placement with an Employer.
- C. Written OJT terms of agreement/requirements, under which trainees are enrolled, will be made and entered into between the Employer, the Trainee and SP. Copies of the terms will be provided to the FCWB Contract Monitor.
- D. OJT is permitted for occupations which are consistent with the Trainee's capabilities and training needs. OJT is not appropriate for:
 1. Occupations in which wages are dependent on a commission, piece work or an incentive; and/or
 2. Seasonal occupations; and/or
 3. Professional occupations requiring a license; and/or
 4. Individuals on lay-off from the same or any substantially equivalent job or the employer has terminated any regular employee or otherwise reduced its workforce with the intention of filling the vacancy with an OJT participant.
 5. Occupations which require no training;
 6. OJT reimbursement to employers will not exceed more than 50% of the trainee's wages and the training will not exceed 90 days.
- E. OJT programs will be negotiated in both the public and the private sectors.
- F. In establishing OJT programs with a prospective employer, the SP will negotiate to reimburse the Employer only the extraordinary costs associated with training participants and compensation in accordance with the lower productivity of trainees.

- G. The SP will negotiate to reimburse the Employer for training costs which do not exceed the equivalent of **fifty percent (50%)** of the wages paid to the Trainee for the duration of the contract **up to a maximum reimbursement of six dollars (\$6.00) per hour.**
- H. That reimbursement applies only to a maximum of forty (40) hours per week. The minimum reimbursable hours per week for adults is thirty (30) hours, fifteen (15) hours per week for youth, and for persons with disabilities the minimum number of hours per week is negotiable based on the trainee's capabilities. **Overtime hours will be reimbursed, but only based upon the base salary, not overtime multipliers. (1997 Waiver Approval eliminates the requirements for employers to track non-regular payments and paid holidays separately.)**
- I. The Trainee will be paid a wage comparable to that of other similarly employed entry level individuals working for the Employer.
- J. Wage increases for OJT Trainees which the Employer agrees to implement during the training period will be included in the terms of the contract.
- K. The SP will not negotiate a contract with an Employer who is involved in a labor dispute, has employees in active layoff status, or is in violation of Davis-Bacon Labor practices.
- L. The SP will negotiate a contract with an Employer who is covered by a collective bargaining agreement only with the concurrence of the bargaining agent involved.
- M. No contract will be negotiated, or Trainee placed, with an employer that discriminates in its training or hiring practices because of race, color, sex, national origin, religion, physical or mental disability, political beliefs or affiliations, age, or because of their participation in Federal Grant Programs.
- N. SP will ensure that the Employer provides the Trainee, at the Employer's expense, with all fringe benefits that are provided to the Employer's other similarly situated employees; for example, health insurance, vacations, sick leave and retirement benefits.
- O. SP will negotiate contracts with Employers that provide all employees with workers' compensation or other fully comparable insurance prior to the execution of the contract. Appropriate documentation of such insurance must be provided to SP at the time the contract is executed.

- P. SP will not negotiate a contract if the implementation of that contract would displace any current employee, or infringe upon the promotional opportunities of any current employee.
- Q. SP will not negotiate a contract with an Employer that has relocated from another area in the United States within the last 120 days, if, by relocating, any employees experienced a layoff.
- R. The period of reimbursement to the employer under an OJT agreement shall not exceed 6 months or 1040 hours of training. Should the participant's hours be less than full time and the total hours worked at the end of the 6 month period is less than 500 hours, that participant may remain in OJT until 499 hours have occurred.
- S. Trainees will be placed in OJT only after assessment, testing and counseling indicate a need for and ability to benefit from the training specified in the contract Training Outline.
- T. Trainees will begin training under a contract only after eligibility has been established and a contract has been signed between the FCWB/ED and the employer.
- U. SP may provide Trainees with supportive services (based on availability of funds) not available from other sources that are needed to enable them to successfully complete training.
- V. A listing of special tools, books and supplies must be provided to SP prior to employment by the employer. The SP or CM/S negotiating the contract will identify and prepare a request to the FCWB Contract Monitor for consideration and/or approval. Allowances for tools must have prior written justification and approval of the OM or ED.
 - a. An agreement must be prepared between the Employer, SP and the customer (trainee) concerning care and disposition of the tools should the customer (trainee) not be employed following training.
 - b. A clothing allowance may be approved based on need and a justification that without the appropriate clothing the customer (trainee) would face further barriers to employment.
- W. The SP or CM/S will evaluate the progress and quality of training on a regular basis.

- X. OJT Contracts may be made with businesses and agencies who are represented on the FCWB Board of Directors provided that all policies included herein are followed and provided the FCWB member does not influence the site selection or participant intake process. FCWB members must abstain from voting on any issue brought before the FCWB in which a conflict of interest may exist or appear to exist.
- Y. An Employer deemed to be abusing the OJT program will be examined and the case will be resolved by the following process:
 - 1. High turnover of personnel, not retaining Trainee at the end of training and/or within the minimum retention period, any reported failure to pay the Employee properly, etc.
 - 2. The CM/S will notify the OM in writing of the problem(s) encountered and recommendations suggested.
 - 3. A management decision will be made whether to monitor the observation further and/or if an investigation is needed.

C. Management recommendations may include but are not limited to:

- 1. advise the customer on rights;
- 2. use the Employer with limitations;
- 3. counsel with Employer and develop a corrective action plan;
- 4. follow up within a specified time frame to insure corrective action has been taken;
- 5. cease contractual relationships with the Employer, and/or any other sanctions/corrective actions authorized by law.

D. SP will track and assess the employers' records of training and entry into unsubsidized employment. At a minimum, the system should track the following:

- 1. Dates participants entered OJT training and unsubsidized employment.
- 2. Participant's beginning training wage.
- 3. Identification of employer.

4. Date of completion of training and/or entry into unsubsidized employment.
5. Participant's employment status at the 26th week following training if still employed with OJT training employer.
6. Reason participant left if not still employed with OJT employer at the 26th week follow-up.
7. An assessment shall be made by SP staff periodically, but not less than once every six months for each employer to determine the success rate of the employer. At a minimum the assessment must include:
 - a) Identification of the OJT employer.
 - b) Number of OJT participants enrolled.
 - c) Number of successful placements.
 - d) Number of participants with neutral terminations (death, participant quitting, participant fired for cause, etc.
 - e) Adjusted enrollment: The number of participants enrolled minus the number of neutral terminations.
 - f) The percentage of successful participants: the number of successful participants divided by the number of adjusted enrolled.
 - g) The percentage of unsuccessful participants: the number of unsuccessful participants divided by the number of adjusted enrollment.
 - h) The percentage of successful participants with hourly wage losses.

E. General:

1. The OM or CM/S will conduct an evaluation of the prospective employer.
2. NOTE: The OM or CM/S must determine that the Employer can provide the necessary training and a commitment to retain the Trainee.

3. The Trainee must have a need for training in this occupation based on the past work and training history. If the Trainee has related training or experience, a written rationale for training needs, approved in advance by the OM or EVP, must be placed in the case file with a copy to the OM prior to execution of the contract.
4. The routing system for executing the contract is as follows:
 - a. The SP or CM/S will negotiate the contract ensuring that all guidance contained herein is adhered to. The SP will present the proposed contract to the FCWB/ED.
 - b. Once approved the FCWB/ED, the SP or CM/S preparing the contract will create three (3) originals for signature.
 - c. An official of the Employer manually signs and dates the three (3) original contracts in the appropriate space.
 - d. The Trainee signs and dates the three (3) original contracts in the appropriate space.
 - e. After the Employer and Trainee have signed the Contract, it is forwarded to the OM and then the DF for review.
 - f. The DF will:
 - 1). insure funds are available in the program;
 - 2). encumber such funds as necessary;
 - 3). initial Contract to acknowledge fund availability approval and
 - 4). forward to ED for final approval and signature.

APPLICATION:

All FCWB employees, contractors and providers will adhere to this policy.

Approved: *John Chastain*
John Chastain, Executive Director