On-the-Job Training Policy

Effective: July 1, 2018

Revised: July 17, 2020; November 17, 2021; July 1, 2022, November 30, 2022; January 1, 2024; May 30, 2024; September 17, 2025; June 25, 2026

Purpose: To document Oswego County's policies and procedures for conducting On-the-Job Training under the Workforce Innovation and Opportunity Act (WIOA).

Background: Current economic conditions make OJT a desirable solution for both businesses and job seekers. For businesses, OJT helps accelerate hiring by offsetting the cost of training a new employee; or upgrading an existing employee. For jobseekers, OJT provides an opportunity to earn income while learning skills desired in the current labor market.

References: WIOA Final Rule sections 680.700 - 680.850; WIOA 20 CFR 680.700-680.750; WIOA Section 134(c)(3)(h); Workforce Development System Technical Advisory #10- 15.2; TEGL 3-15.

Policy: The Oswego County Workforce Development Board (WDB) will make On-the-Job Training (OJT) available to assist businesses to offset the costs of training new employees, and to provide job seekers with an opportunity to learn new skills while earning a paycheck. Oswego County Workforce New York (OCWNY), acting as the Local Workforce Development Area (LWDA), will operate OJT consistent with the requirements outlined in WIOA regulations and Workforce Development System Technical Advisory #10-15.2. The OJT policy will encompass local and statewide (i.e. National Emergency Grant) OJT initiatives. The WIOA provisions and assurances outlined in Attachment A are consistent with Technical Advisory #10-15.2 and will be included with all OJT contracts.

- OJT is training provided by an employer to a paid participant while engaged in productive work in a job that:
  - Provides knowledge or skills essential to the full and adequate performance of a job
  - Provides reimbursement to the employer of up to 50% of the wages paid to a participant, to a maximum of half of the locally established self-sufficiency rate in reimbursement per trainee to the business/ employer, for the extraordinary cost of providing the training and additional supervision related to the training
  - Is limited in duration as appropriate to the occupation for which the OJT participant is being trained, considering the content of the training, the prior work experience of the participant, and the individualized employment plan of the participant, as appropriate. The Oswego County WDB generally limits OJT to a maximum of 13 weeks. However, exceptions can be made, to a maximum of 26 weeks, with the recommendation of the Coordinator of Client Services and the approval of the WDB Director.
  - Costs for items such as uniforms, work-related tools, equipment, licensing fees, training-related books or additional coursework related to the training occupation will be evaluated on a case-by-case basis with respect to need, availability of service through other resources and the availability of funding. If provided, these costs will be authorized as a supportive service through the Supportive Services Policy.
  - OJT will be provided under a contract with a business in the public, private non-profit, or private sector. OJT payments to businesses are deemed to be compensation for the extraordinary cost associated with training participants and the costs associated with the lower productivity of the participants. Businesses are not required to document the extraordinary costs.
  - OJT contracts may not be entered into with a business that has previously exhibited a pattern of failing to provide OJTA participants with continued long-term employment with wages, benefits, and working conditions that are equal to those provide to regular employees who have worked a similar

length of time and are doing the same type of work.

Marketing: Qualified businesses may be alerted to OJT opportunities by local staff in any of the following ways:

- Membership in and/or presentation to employer, economic development, social or service organizations.
- Internet-based outreach: such as social media (Facebook, LinkedIn), email, and local Workforce website.
- Responding to incoming phone calls/e-mails from employers.
- Newspaper/magazine ads or articles.
- Job Fairs.
- Maximizing established employer relationships to expand OJT opportunities within business and have them act as promoter to their business partners.

The preceding methods will also serve as a way to identify OJT opportunities for jobseekers that would benefit from hands-on training. The LWDA reserves the right toimplement additional outreach methods as determined appropriate and effective.

Process: Businesses may contact the LWDA directly to apply for OJT or respond to an inquiry from LWDA staff. Businesses will be selected for OJT contracting only if a standardized pre- award review has been completed and all of the following information has been satisfactorily provided on the OJT Pre-Award Review Business Application (Attachment B):

- The name under which the establishment does business, including predecessors and successors in interest.
- The name, title and address of the company official certifying the information.
- The number of people currently employed.
- The business establishment, which is new or expanding, is not, in fact relocating employment from another location in the United States and the length of time the business has been in the area.
- Whether WIOA assistance is sought in connection with past or impending job losses at other facilities.
- Whether WARN notices related to the employer have been filed.
- Whether the employer has had any employees on layoff in the past year, and the titles of the individuals on layoff. If the business has sought WIOA or other assistance in connection with past or impending job losses at other facilities during the past year.
- Job titles/job descriptions for which OJT is sought.
- Confirmation that the jobs are expected to last a year or more in the normal course of business.
- Whether the business has exhibited a pattern of failing to provide WIOA enrolled training participants with continued long-term employment with wages, benefits, and working conditions equal to that of regular employees doing similar work for a similar length of time.
- Assurances that:
  - Workers' Compensation coverage is provided to employees
  - There have been no wage and hour or child labor violations during the past 12 months
  - The jobs considered are not classified as "independent contractor" or individuals would not be employed by the firm during the entire training period.
  - The business is not involved in a strike, lockout or other unusual labor condition
  - The training activity will not impair an existing contract for services or collective bargaining agreement, and/or that no activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and that business.
  - The business has not violated the following within the last three years: antidiscrimination in its employment practices of delivery of services or other activities on the ground of race, color, religion, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any sensory, mental or physical disability.

- The job opportunities considered for OJT reimbursement must be located in New York State.
- The pre-award review and the signing of the OJT contract may occur during the same visit to the establishment.

As a part of the Pre-Award Review, businesses must also complete the Responsibility Questionnaire (Attachment C), unless an organization has submitted a Responsibility Questionnaire within the last 12 calendar months in which case all that is needed is an attestation that the information presented in the formremains true, accurate and complete the Responsibility Questionnaire Attestation Form (Attachment D).

The LWDA may request further explanation for any "Yes" answers on the Responsibility Questionnaire anduse that information as part of the decision-making process.

The LWDA staff will confirm that the applicant business is a responsible training provider for an OJT candidate by checking the business' registration with the New York Department of State's Division of Corporations, Federal OSHA records and NYSDOL records. NYSDOL records will be requested by completing the OJT Due Diligence Request Form (Attachment E) and emailing it to OJTDueDiligence@labor.ny.gov. The NYSDOL records will be updated on quarterly basis. The applicant business must also complete the Federal Certification Form (attachment F).

Additionally, the LWDA will conduct an on-site review with the business that will cover:

- Is the worksite safe and sanitary?
- Does the worksite have a written job description for the employment opportunity under consideration? Are the minimum qualifications included in the description?
- Does the position pay hourly? Is there a commission?
- Is the position full or part time? Work schedule?
- Is the position permanent, temporary or seasonal? Is there turnover in the position?
- Are the wages and fringe benefits for the position equivalent to similar positions with the employer? Similar positions in the labor market?
- Is the position covered by a bargaining agreement? And if yes, has union concurrence been obtained.
- If the business has identified a candidate:
- Has the participant worked for the employer at any time in the past? If so, what were the dates and circumstances?
- Is the participant related to the employer or any person who works for the employer in an administrative capacity?
- If currently employed with the employer, does the worker meet the LWIB's self-sufficiency standard? Why is the OJT needed? Does it relate to the introduction of new technologies or new skills, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the LWDB?

An individual referred to a One Stop Career Center by an employer may be considered for OJT with that Employer only after the individual has met the eligibility requirements has received an assessment, and for whom an IEP/ISS has been developed that indicates an OJT is appropriate. It is the LWDA's responsibility not only to ensure the eligibility of the participant/trainee, but also to assess the individual's suitability for OJT with the employer in question. The employer must also be willing to consider candidate referrals from LWDA staff.

OJT contracts may be written for eligible employed workers when: The employee is not earning a self- sufficient wage as determined by Local Workforce Investment Board (LWDB) policy, and the OJT relates to the introduction of new skills or new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes as identified by the LWDB. Individuals in WIOA-funded OJT must be:

- Compensated at the same rates, including periodic increases, as trainees or employees who are similarly

situated in similar occupations by the same employer and who have similar training, experience and skills;
- provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work;
- subject to the same health and safety standards established under Federal and State law that are applicable to the working conditions of other employees;
- provided with workers' compensation on the same basis as the compensation is provided to other individuals in the State in similar employment.

For Youth OJT participants, occupational and academic component of Paid Work Experience (PWE) will be followed. See Youth PWE policy for details.

A minimum increase in pay required for an upgrade OJT of 5%, unless the employer can demonstrate extenuating circumstances in which such an increase in pay would present a significant financial hardship to the business. However, the employer must provide on-the-job training participants with continued long-term employment or wages, benefits and working conditions that are equal to those provided to similarly situated employees).

A limit of 20% of available OJT funds will be available for upgrade OJT's. Exceptions can be made upon the recommendation of the Coordinator of Client Services and the approval of the WDB Director.

Exclusions:

- OJT contracts may not be entered into with a business that has previously exhibited a history of failing to provide OJT participants with continued long-term employment (without good cause), 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 LWDA may use any of the following to determine if deficiencies in the OJT policy exist, corrective actions or termination of the agreement should occur:
  - Pre-Award Review
  - OJT Employment Specialist Evaluation Form (Attachment G)
  - LWIOA Complaint Resolution Procedure (Attachment H)
- Individuals may not be placed in OJT if a member of that person's immediate family is directly supervised by or directly supervises that individual as per the nepotism policy.
- WIOA funds may not 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; customized training, skill training, or OJT or company specific assessment of job applicants or employees of a business or part of a business that has relocated from any location in the United States, until the company has operated at the location for 120 days, if the relocation has resulted in any employee losing his or her job at the original location; training individuals in sectarian activities; or direct or indirect assistance, promotion or deterrence of union organizing.

  WIOA funded OJT must not:
  - Displace (including a partial displacement, such as reduction in the hours of non- overtime work, wages or employment benefits) any currently employed person;
  - Impair existing contracts for services or collective bargaining agreements- when a particular program or activity would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins;
  - Result in a participant being employed or assigned to a job if: any other individual is on layoff from the same or any substantially equivalent job; the business 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 created with the WIOA participant; or the job is created in a

promotional line that infringes in any way on the promotional opportunities of currently employed workers:
- Be used to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship.

The following employment opportunities should not be considered for OJT:
- A position in which the business would typically be able to train a new employee in the first few days or week on the job.
- Positions where the primary source of income is tips, commissions or piecework.
- Positions where an employee must possess a license or certification.
- Positions that are temporary or seasonal.
- Positions that involve religious or political activity.
- Positions that pay less than the greater of the Federal or NYS hourly minimum wage will not be considered.

The duration and rationale for OJT must be documented in the participant's individual employment plan/training plan and be consistent with the training outline contained in the OJT contract. The length of the training must take into consideration the skill requirements of the occupation, the academic and occupationsskill level and prior work experience of the participant. In developing a standardized approach to assessing the time requirements, consideration will be given to:
- The specific skills needed for that occupation as required by that business for that job.
- The normal training time for that occupation as show by O'NET.
- The specific additional skills to be learned by the OJT participant as determined by the assessment of the participant's current skills and experience in comparison to what is required for successful performance in that specific occupation

OJT contracts will be written and signed by both parties on or before the date the employee starts the OJT. All OJT contracts will include the following:

- Business name, address and phone number Federal Employer Identification Number (FEIN) Trainee name and social security number Supervisor name and title
- Job description
- Contract start and end dates, number of hours of training to be provided Trainee wage
- Trainee job title
- List of skills and competencies to be provided and learned
- Definition of what constitutes successful completion of training, such as minimum number of hours to be completed, business evaluation, and/or minimum mastery of skill; and start and end dates, and hours of training to be provided
- Agreement of maximum allowable costs of training, reimbursement percentage and schedule. Collective bargaining unit concurrence, if appropriate.
- Assurances, program proposal provisions

Contract: The LWDA will use the Job Specific Competency/Training Plan (Attachment I), On-The-Job Training Administration: Agreement Training Cost Reimbursement Request form (Attachment J), and the OJT Employee Progress Report (Attachment K) to ensure monitoring of all OJT Contracts. These forms will be used to determine reimbursement for OJT services provided by the employer. In addition to at least one onsite visit during the training period, these forms will provide information that will allow the LWDA to:

- Ensure compliance with contract terms and help resolve any issues.
- Verify the trainee is receiving the training that was contracted for in the agreement.
- Verify the trainee is not required to engage in activities prohibited under WIOA.
- Review the trainee's attendance records to ensure attendance and success.
- Review the trainee's wage records to ensure proper wages, withholding and worker's compensation.

Contract Modification, Extension or Termination: Should any Contract Modifications, extensions or terminations be required based on information gathered as part of the OJT monitoring, the LWDA has developed a Modification form (Attachment L) to record the rationale for the decision and any financial or contract duration changes that need to be made. Justificationfor any modification, extension or termination will be documented in OSOS.

Successful completion of On-the-Job training will be determined by the employer. If the employer indicates the employee has successfully mastered the skills established in the contract or is making satisfactory progress toward mastery of skills and agrees to transition the individual to unsubsidized employment by the end date of the contract, the individual will be considered to have successfully completed training.

The following assurances will be included in every OJT contract:

- OJT will take place during the employee's work hours and the employee will be compensated at the same rates, including periodic increases, as similarly situated employees in similar occupations with the same employer, and who have similar training, experience and skills.
- No currently employed worker will be displaced by any OJT trainee(s), including a partial displacement such as a reduction in the hours, wages or employment benefits.
- The contract does not infringe on the promotional opportunities of current employees not involved in OJT.
- Funds provided to the business to reimburse the costs associated with OJT may not be used to assist promote or deter union organizing.
- The business will provide Worker's Compensation coverage for the OJT trainee.
- The business will comply with Federal and State and local laws and regulations.
- The training activity will not impair an existing contract for services or collective bargaining agreement, and/or no activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and business.
- OJT trainees will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used for sectarian instruction or as a place for religious worship or required to participate in political activities.
- The business agrees to adhere to the LWDB's grievance process if a complaint arises in connection with the OJT employee and the training.
- The business agrees that the LWDB, NYSDOL or USDOL may inspect and monitor any records or activities pertaining to the OJT contract at any time during normal business hours, and as often as deemed necessary. Such inspection shall be made to determine if the business is in compliance with the terms and provisions of the contract and if the trainee is making satisfactory progress.
- The business agrees to comply with federal certifications required for WIOA funding (Debarment, Anti-lobbying, Drug-free workplace, Nondiscrimination, Buy American, Salary and Bonus Limitations, and Veterans' Priority of Service).
- The OJT trainee will be retained upon satisfactory completion of training. The OJT trainee will not be terminated from training without giving prior notice to the LWDA and providing reasonable opportunity for correction of improvement of performance.
- The business will immediately notify the LWDA if the OJT participant has an attendance or disciplinary problem or has demonstrated an inability to perform in accordance with the training outline contained in the OJT contract.
- The business certifies that no member of the OJT trainee's immediate family is engaged in an administrative capacity for the business or will directly supervise the OJT trainee. For the purpose of the contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sister of person bearing the same relationship to the trainee's spouse.
- No OJT trainee shall be placed into a position that is currently vacated by an employee who is on layoff or into a

position in which the business has terminated the employment of an employee with the intention of filling the position with an OJT trainee.

Vouchering Process:

- Payments made for OJT will be on a reimbursement basis. Training expenses claimed must be incurred during the period of the On-the-Job training contract, including any modifications made to the contract.
- The employer will submit a monthly voucher, signed by both the trainee and the employer, for the costs incurred in providing OJT. If the employee is unable to sign the voucher, the employer may sign and submit the voucher if supporting documentation (i.e. timesheets/time cards signed by the employee) is included. A pay stub must be submitted for verification of hours worked. Costs to be paid include only the cost of trainee wages while participating in training. Sick time, vacation time, holiday pay and overtime payments cannot be reimbursed. COVID sick leave can be reimbursed if supporting documentation is received.
- A member of the Financial Unit (i.e. Sr. Account Clerk or Sr. Accountant) will review the voucher to ensure the costs billed along with the dates, wage rate, and hours all agree with the terms in the established contract.
- The Financial Unit will process a voucher for payment. The voucher will include an invoice date, vendor number, an account number/budget line to charge costs to, the dollar amount to charge to the account, an explanation (invoice #, participant name, training program), vendor name and address, preparer's initials, and preparation date. The Senior Accountant, WDB Executive Director or designee will approve the voucher.
- The voucher will be entered into the County system for payment. The voucher will then be forwarded on to the County Audit Department with a batch control slip attached. The batch control slip provides the Audit Department with the following information: Department Name and Number; Number of Vouchers Attached; Total Amount of Vouchers; Date Forwarded; and Name of Preparer.
- After Audit Approval, the County generates a check. Checks are mailed to the respective vendor(s) from the County Treasurer's Office. An electronic copy of the voucher is uploaded into the County system as a permanent record. A copy is also maintained in the Financial Unit.

End of Contract

- The business will submit all original signed reimbursement requests, paystubs, and training plans within 30 days of the OJT contract end date. Requests submitted after the 30 day point will not be processed and deobligations will be completed.
- At the completion of the OJT contract, the Financial Unit will review the total amount paid against the amount authorized in the contract. If any funds remain, the Financial Unit will consult with the Coordinator of Client Services or designee to determine if funds need to be deobligated. If a deob is needed, the Financial Unit will process a deobligation letter. The letter will list the original contract amount, the amount deobligated with a reason, and the final contract amount. The original letter will be mailed to the vendor/employer. A copy of the eobligation letter will be kept in the Financial Unit with the payment record. In addition, a copy will be maintained in the agency program files with the contract.

ATTACHMENTS

A. LWIOA Provisions & Assurances- Program Proposal
B. B1. Business Information Application for OJT or B2. Preliminary Review Business Application for OJT
C. Responsibility Questionnaire
D. Responsibility Questionnaire Attestation Form
E. OJT Due Diligence Request Form
F. Federal/State Certifications
G. OJT Employment Specialist's Evaluation
H. LWIOA Complaint Resolution Procedure
I. Job Specific Competency/Training Plan- REMOVE IN THE CONTRACT
J. OJT Training Agreement Training Cost Reimbursement Request
K. OJT Employee Progress Report
L. Modification to Negotiated OJT Training Agreement