

**Date:** December 15, 2011

**To:** Pacific Gateway Staff  
Pacific Gateway Sub-Recipients

**From:** Bryan S. Rogers  
WIB Executive Director

**Subject:** **POLICY MEMORANDUM: WDB-14B  
ON-THE-JOB TRAINING**

**EFFECTIVE DATE**

This policy is effective upon date of issuance. It supersedes previous policy dated November 28, 2007.

**PURPOSE**

The purpose of this policy is to provide direction regarding the administration of On-the-Job Training agreements by the Pacific Gateway Workforce Investment Network for Adults and Dislocated Workers participating in Workforce Investment Act (WIA) programs and other funding sources as applicable.

**POLICIES AND PROCEDURES**

On-the-Job Training (OJT) is defined as occupational training provided under contract 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 percent (for WIA, ARRA other participants) of the wage rate of the participant, 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 skill requirements of 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 individual employment plan of the participant.

**Eligibility Requirements - Employers**

OJT contracts may not be entered with an employer who has:

- a) 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;
- b) Relocated all or part of their business from any locations in the United States until the company has operated at the current location for 120 days, if the relocation has resulted in any employees losing his or her jobs at the original location;



- c) Has laid off individuals from the same or substantially equivalent jobs; or
- d) Has terminated the employment of any regular employee with the intention of filling the vacancy with an OJT participant or if the OJT position infringes on the promotional opportunities of currently employed employees.

**Eligibility Requirements - Participants**

OJT contracts may be written for eligible employed workers when the employee is not earning a self-sufficient wage as determined by Local Board policy (see Policy Memorandum WDB-04).

**Contract Lengths**

Program Specialists, in consultation with the employer, will be responsible for identifying both the applicable application title using O\*Net and the corresponding Specific Vocational Preparation (SVP) Code. The following chart depicts the maximum length of an OJT by SVP Code:

SVP Code	Maximum OJT Length
1-2	90 hours
3	260 hours
4-9	525 hours

Exception to these contract lengths may be granted by the Executive Director in consideration of exceptional training or skill requirements.

**Required Steps**

1. **OJT Fiscal Authorization (Attachment A):** An OJT Fiscal Authorization form must be completed for each participant planning to participate in an OJT activity. Fiscal Authorizations must be authorized prior to the customer starting training. Any changes to the Authorization must be submitted through a modification. This would include changes to the start/completion date, funding source, etc. A new Authorization form must be completed if the training provider changes. The original form must be forwarded to the Financial Services Unit to be maintained with the OJT Agreement.
2. **OJT Agreement (Attachment B):** An OJT agreement is required for every customer entering into an OJT program. The Agreement details the specific guidelines that must be followed by both the employer and Pacific Gateway. All information requested in the Agreement must be fully completed and approved by Pacific Gateway staff as well as the employer, prior to the participant starting training. The original form must be forwarded to the Operations Unit to be maintained with the OJT Fiscal Authorization.
3. **Certificate of OJT P Program Completion, Achievement of Recognized Skill Standards, and Placement (Attachment C):** Upon satisfactory completion of the OJT program, a copy of the OJT Program Completion, Achievement of Recognized Skill Standards, and Placement form must be completed and signed by the employer and customer. The form must be attached to the Check Disbursement Request form when requesting reimbursement to the OJT employer. Employers will not be responsible for

unsuccessful termination(s) and/or retention(s) through no fault of their own. A copy of this form must be maintained by the Operations Unit and must be maintained on file.

4. **OJT Site Monitoring Reports (Attachment D):** OJT agreements are required to be monitored by Pacific Gateway staff on-site upon reaching the first quarter of the total hours allotted for the training agreement. Monitoring will ensure that the training is being provided as specified in the on-site Agreement and ensures that any issues identified through an on-site visit may be resolved within a sufficient amount of time. The original monitoring report must be provided to the Quality Assurance Unit.

#### **REFERENCES**

WIA Section 101(31)  
20 CFR Part 652 et al. Subpart G

#### **CONTACT**

Should you have any questions regarding this Policy Memorandum, please contact Craig Johnson at (562) 570-3842, TTY (562) 570-4629.

Thank you.

BSR:amw