



# ON-THE-JOB TRAINING (OJT) GRANT

## GUIDELINES

On-the-Job Training grants reimburse employers for up to 50 or 75% of the cost of training new employees.

To determine OJT grant eligibility review these guidelines. If you would like to submit an application, contact our Business Services Division at [bsd@careersourcepolk.com](mailto:bsd@careersourcepolk.com).

### What is On-the-Job Training?

Training provided by an employer to a participant receiving wages and engaged in work which:

- Provides knowledge or skills essential to the full and adequate performance of the job and
- Is limited in duration as appropriate to the occupation for which the participant is being trained, while considering the content of the training, the prior education and work experience of the participant.

### Important Dates

- Applications are accepted from July 1<sup>st</sup> – April 15.
- Training must be completed within 6 months or by May 30<sup>th</sup>, whichever is earlier.
- Processing an application may take up to two weeks, depending on the availability of the trainee to meet with CareerSource Polk staff, and whether or not required documentation is provided by the trainee on a timely basis. Please take this into account when submitting your application as the agreement must be signed prior to the trainee start date.

### Eligible Trainees

OJT is available to participants who, after objective assessment have selected OJT, have been referred to the employer for hire and meet all of the following.

- Polk County residents
- Will work a minimum of 35 hours per week
- Are authorized to work in the United States
- Males are registered for selective service
- Are at least 18 years old, willing to complete and sign a training plan and grievance form, and provide necessary documentation, at a minimum: social security card and driver's license; or a passport and
- Income eligibility requirements and provide supporting documentation.

### Upgrade OJT may be written for employed workers who meet the above requirements, and the following:

- Are WIOA eligible adults not earning a self-sufficient wage as determined by CareerSource Polk
- Their OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills or workplace literacy
- Their employer must agree to backfill a CareerSource Polk participant into the upgraded participant's old job to the extent that the job is not eliminated and
- Their employer must agree to give CareerSource Polk 30 days to match a participant to the vacancy created by the upgrade.

**Note: Applicant trainees will be contacted by a CareerSource Polk Career Specialist. Applicant trainees will be required to meet with the Career Specialist to provide documentation supporting their eligibility for training; and discuss their roles and responsibilities. This appointment will take approximately one and one-half hours during which the following will be reviewed.**

- Participant's employment history and educational background
- Participant's skill level, which encompasses skills that might be transferable to other occupations

- Prior formal and occupational skills training
- Barriers to employment i.e. a disability, lack of a high school degree or non-English speaking.

### **Eligible Employers**

- Employers located in Polk County that are in the public, private non-profit or private sector
- Employers with current worker's compensation insurance for their employees
- Employers in compliance on all applicable state and federal laws and tax obligations.

### **Ineligible Employers**

- Employers that have retained fewer than 80% of their OJT trainees, excluding mitigating circumstances relating to non-retention. Mitigating circumstances include termination for cause, death of participant, and resignation of the participant due to relocation, promotion or movement to a better paying job or a job more convenient to the participant's needs.

### **What will be required of the Employer?**

- Compliance with all applicable state and federal laws including, but not limited to, those in the *Assurances and Compliance with Regulations* section of this document.
- Permit CareerSource Polk to publicize the grant, including company name, amount of the award, number of employees to be trained, and type of training.
- Submittal of a Training Grant Progress Report the last week of each month during the training period.

### **Allowable Training**

- Training that provides job specific, technical or occupations skills training
- Training that requires a minimum of 160 hours, but is limited to no more than six (6) months of total training hours
- Jobs which meet the definition of self-sufficiency for adult-employed workers, the Local Living Standard Income Level (LLSIL) as annually published by the Department of Economic Opportunity for eligible adults.
- The minimum wage requirement for trainees' changes annually, applications for occupations paying below this wage, will not be accepted. The minimum allowable wage is available from the Business Services Division.

### **Unallowable Training**

- Orientation that the employer provides to all new hires
- Training for skills the participant already has or has demonstrated proficiency in as evidenced by the participant's job or educational history.
- Jobs which require a training period of less than 160 training hours
- Jobs paying only a commission or piece rate, or jobs where the base salary, excluding commission is below minimum wage
- Jobs with no entry qualifications (e.g., fast food employment, grocery bagging, etc.) unless a person with disabilities would not be selected without the extraordinary training
- Jobs with employers or industries which are seasonal or where an assignment is for less than one year.

### **Reimbursement**

- Employer reimbursement for OJT's shall be a minimum of 160 hours and a maximum of 520 hours.
- The reimbursement rate shall be a maximum of 75% for employers with 250 or fewer employees, and a maximum of 50% for employers with 251 or more employees, and all upgrade OJT's.
- The maximum reimbursable wage through June 30, 2017 is \$20.11 per hour.

- Employers are required to pay for the training costs up front, and then submit a timesheet and invoice to CareerSource Polk for reimbursement, templates will be provided. Reimbursement will not be provided unless Progress Reports are current.

**Proof of payroll records required for reimbursement:**

Payroll method	Acceptable proof of payment
Paycheck (not direct deposit)	A copy of the front and back of the cancelled check and a copy of the payroll report.
Direct Deposit paycheck	A copy of the front of the direct deposit check, and a copy of the payroll report.
Direct deposit, ACH, no paycheck provided	A copy of the ACH paystub and a copy of the payroll report.

- Employers shall invoice CareerSource Polk at least once a month utilizing CareerSource Polk’s timesheet and invoice form.
- The final month’s reimbursement cannot be processed until the participant has been retained for at least 30 days.
- Training will be calculated in hours rather than days so that the contract does not need to be amended whenever a participant misses a day of training.
- Employers may not be reimbursed for holidays, sick, vacation or other leave time granted to participants.
- Employers may be reimbursed for overtime hours worked by the participants, but only at the straight time rate. Overtime hours are included in the total allowable contract hours.
- Employers may be reimbursed for any wage increase awarded to participants during the training period. Any reimbursement as a result of a wage increase must be approved prior to the actual increase. The employer shall only be entitled to the increased reimbursement from the date of the executed agreement modification signed by both parties.

**Federal law prohibits:**

- Placement of participants with employers who have had a plant closing or a layoff for a period of sixty (60) days following the plant closing or layoff. In the case of a layoff, the employer is not eligible for an OJT in the job classifications or similar classifications in which the layoff took place.
- Placement of participants with an employer where there is a lockout, strike, or other similar condition. In such case, the employer will not be eligible for an OJT until the situation is resolved.

**ASSURANCES AND COMPLIANCE WITH REGULATIONS**

**Federal Criteria:** Trainee wages to be paid are at least equal to the Federal, state or local minimum wage (Fair Labor Standards Act), and equivalent to other employees in the same occupation with similar experience. Trainees will be provided the same workers’ compensation, health insurance, unemployment insurance, retirement benefits, and other benefits as regular, non-OJT employees. Corporation holds worker’s compensation insurance as required by law.

**Employer offers:**

- A written Equal Opportunity policy.
- A written Disciplinary and Termination Policy
- A system for recording time worked.
- A payroll system that can be audited.
- Two or more employees

**Relocation:** No Workforce Innovation Opportunity Act (WIOA) funds can be used for the relocation of an established business or part thereof, resulting in the loss of employment at the original location. The Employer certifies that the

company is not relocating employment from one area to another resulting in the loss of employment at the original location. This policy is in place and in force for 120 days after the commencement of an establishment's relocation.

**Training Timeline Requirements:** Under the OJT Agreement, training must be completed within 6 months or by May 30th, whichever is earlier.

**Reimbursement/Contribution:** The employer certifies that the representative completing the application and agreement is authorized to do so, and all information provided is correct as of the date submitted. Employer will be reimbursed with the final reimbursement made after the employee has been retained for 30 days.

**Attestation regarding layoffs:** The employer certifies that the position(s) being submitted have not been involved in a layoff within the last six (6) months.

Upon completion of the OJT, the intent is to retain the trainee. Employment is for more than one year in length.

**Attestation regarding Sectarian and Political Activities:** The employer certifies that the funding provided will not fund sectarian or political activities.

- OJT applies to new or existing employees needing additional skills.
- A training plan must be completed, approved by Funder and signed by the parties for every employee to be trained under this agreement.
- Employer may not assign the contract or subcontract their responsibilities without Funder's written approval.
- Employer will be paid up to fifty or seventy-five (50% or 75%) percent of each employee's straight time hourly wage up to the maximum hours indicated in the training plan for each trainee, if the employer retains the employee after the training is complete for a minimum of thirty days. If an employee/trainee is not retained, then employer may not be entitled to final payment for that individual.
- The payment represents the extra cost to employer for providing the training necessary for the employee to perform on the job.

#### **Identification of Trainees**

- Funder or Employer may identify prospective trainees.
- Individuals must be referred by the career center Career Specialist to participate in the program. The career center Career Specialist will determine prospective trainees' eligibility to participate in the program and will refer the individuals to Employer.
- Employer agrees to hire new trainee/participants after contract execution but prior to the start of the training as a member of their regular workforce.
- Previous or current employees may only receive training if they have been approved for upgrade training into a different and higher paying position than their current or previous position
- Funder and Employer must sign an Individual Training Plan for each trainee.
- Employer agrees not to refer or hire a relative as an employee/trainee.
- Employer agrees not to discriminate in their hiring or employment practices and to comply with the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the American with Disabilities Act of 1990, as amended.

#### **Debarment/Suspension**

Employer certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

## **Training**

Employer agrees to provide the training necessary for trainee to perform on the job.

## **Wages and Benefits**

- Employer must adhere to collective bargaining agreements, which apply to positions filled by employee/trainees hired under this agreement.
- Trainees must be provided with the same terms of employment, working conditions, wages and fringe benefits provided to other employees in the same or similar positions.
- Employer agrees to maintain Worker's Compensation insurance for its employees/trainees.
- Employer must comply with local, state and federal wage and hour laws.
- Employer agrees to adhere to Funder's grievance procedures if a complaint arises in connection with the trainee and the training.

## **Payment**

- Employer agrees to maintain written time and attendance records on Funder Forms to document the days and hours of training for each employee-trainee.
- Employer may bill Funder for overtime hours at the straight time rate up to the approved number of training hours and agrees to pay for overtime out of employer funds.
- Employer will not be reimbursed for paid holidays, sick, vacation or other leave time granted to trainee
- Payments to trainees during the training and retention period shall be made by check or Automated Clearinghouse (ACH). The cashed check or ACH will be the record of the wages paid to trainee.
- Employer may invoice Funder for up to fifty or seventy-five (50% or 75%) percent of the straight time wage minus any leave paid to the employee-trainee after the training is complete and the employee/trainee has been retained for 30 days.
- Employer agrees to use the Funder invoice form
- Employer shall submit invoices accompanied by a copy of the trainees' timesheets showing actual hours worked during the training and thirty-day retention period and proof of payment.
- Invoices must be submitted within 30 days following the end of the retention period. Final invoices submitted 90 days after the retention period are subject to payment at Funder's discretion.

## **Records Requirements and Retention**

- Employer agrees to keep all records related to the contract and program for 5 years or in the case of a claim, litigation, audit, or monitoring finding, until the matter is resolved whichever is later.
- Employer agrees to maintain a written record of the wages and fringe benefits paid to each employee-trainee through the record retention period.
- Employer agrees to provide access to the records related to the program to Funder, state, and/or federal officials through the record retention period.

## **Termination of the Contract**

- Either party may terminate this agreement upon thirty (30) days written notice to the other.
- Funder may terminate this agreement if the state or federal government terminates or reduces the grants, which make this contract possible.
- Funder may terminate the contract if employer does not retain at least 80% of the employee/trainees hired within a 12 month period.

## **Modification of Notice**

- This agreement may be modified if both parties sign a written amendment.
- Funder may unilaterally amend this Agreement if there are changes in federal, state or local laws, rules, regulations, or policies.

### **Compliance with the Law**

- The parties agree that this agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.
- Venue for litigation regarding this agreement shall be in Polk County.
- Employer will comply with federal and state laws governing the OJT Program
- Employer will not encourage or discourage union activities.
- Employer agrees not to engage employee/trainees in sectarian activities or in the construction of sectarian facilities.
- Neither Employer nor their representative may charge trainee a fee for the placement or referral of the trainee in a position funded by this Agreement.
- Employer agrees that this program will not result in the displacement of currently employed workers or impair existing contracts for services.
- No funds provided under this Agreement will be used to train an employee/trainee to fill a job opening created by a hiring freeze, lay off or termination of a regular employee to create a vacancy for trainee.
- If employer has relocated from a different area in the country and terminated employees in that location employer certifies that the date of execution of this agreement is at least 120 days after beginning business operations in the new location. Violations may result in damages pursuant to 20CFR667.268.
- Employer certifies that trainees are not members of their immediate family or the immediate family of Employer's supervisory or management staff.
- Employer has not exerted any undue influence or engaged in conduct, which would constitute a conflict of interest or the appearance of a conflict of interest in order to be awarded the funds under this Agreement.
- If Participants are to be employed on construction or repair projects Employer agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) as supplemented by Department of Labor regulations, 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States."
- As applicable Employer agrees to comply with the Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations, 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." This requires that wages be paid to laborers and mechanics at a rate not less than the minimum wages specified by the Secretary of Labor and that wages be paid at least once a week.
- Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

### **TANF Only**

- Employer agrees to comply with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)
- Employer certifies that they are not named in the Federal Debarment and Suspension list pursuant to Executive Orders 12549 and 1268.
- Employer may not place participants for whom wages and benefits are being reimbursed under this Agreement in any job in a casino or other gambling establishment, aquarium, zoo, golf course, or facility which would include an assignment at or near a swimming pool.
- Employer will adhere to the Jobs for Veterans Act P.L. 107-288 which provides for a priority in accessing employment and training services for certain Veterans and their Spouses.

### **Liability**

- Employer agrees to hold and save Funder, its officers, contractors and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any suits or damages of any

character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, contractor or representative of the Employer.

- The employer assures and certifies that it will comply with the requirements of the Workforce Innovation and Opportunity Act or as amended and the regulations and policies promulgated there under. These are the grants which make the funds for this program available. Employer is also required to comply with Office of Management and Budget Circulars published by the federal Office of Management and Budget. These requirements have already been incorporated into the contract language. In addition, the following items are included as a part of the OJT contract:

**Provisions for:**

- Compensation at the highest of federal, state and local minimum wage;
- Health and safety standards established under the State and Federal law;
- Workers' compensation benefits;
- Benefits and working conditions at the same level of other employees in similar positions;
- Displacement of current employees;
- Union concurrence (if applicable);
- Infringement on promotional opportunities of current employees;
- Grievance procedures;
- Nondiscrimination;
- Prohibition on sectarianism.

Failure of the employer to accept or comply with changes, which affect the terms of this contract, shall be sufficient basis for termination.

The employer understands and agrees that verbal communication between the parties will not be accepted in any audit determination or other matter involving interpretation or the rules, policy directives, and regulations governing the implementation of program activities under this contract.

The employer shall establish and maintain records related to the program funded by this agreement in a manner which will allow expenditures to be traced to a source document.

The employer agrees that payments depend upon properly documented proof of performance benchmarks completed and/or allowable costs incurred in accordance with the terms of this contract. CareerSource Polk or its representatives may verify information reported on invoicing documents. THE SUBMITTAL OF FALSE INFORMATION MAY BE CONSIDERED AS FRAUD AND COULD RESULT IN THE IMMEDIATE TERMINATION OF THE CONTRACT.

Verification may be accomplished by on-site reviews of project operations; inspection and/or transcription of any and all project reports, documents, records; interviews with any beneficiary; or observations of any actions covered under the contract. This will be done as unobtrusively as possible.

**ORGANIZED LABOR CONCURRENCE**

WIOA Public Law 105-220 section 181(b)(2)(B) states, "Prohibition on Impairment of Contracts - A specified activity shall not impair an existing contract for services or collective bargaining agreement, and no such 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 employer concerned."

Employer certifies that:

Employer will obtain concurrence prior to placing a participant in an OJT activity or institutional training when an occupation is covered by a collective bargaining agreement within the business or organization.

Employer will provide documentation relating to concurrence activity which will be available for monitoring to verify compliance with this policy.

Employer will review all comments received from labor organizations and when concern is indicated as to the appropriateness of specific training proposed, will respond to those concerns prior to any future decisions to train in this occupation, employer or industry.

For additional information contact [bsd@careersourcepolk.com](mailto:bsd@careersourcepolk.com).