

### **ON-THE-JOB TRAINING CRITERIA**

This document outlines the criteria approved by the San Diego Workforce Investment Board (WIB) for developing On-the-Job Training (OJT) opportunities.

1. An OJT opportunity, as determined by the local WIB, shall meet the self-sufficiency wage of \$11.58 per hour if the job does not include paid health insurance and \$10.00 if health insurance is included; or
2. An OJT opportunity that does not meet the self-sufficiency wage as determined by the local WIB, but pays a minimum of \$8.00 per hour and has clear documentation of one (or more) of the following benefits may also be approved:
  - a. Documented evidence of step raises that will lead to a higher wage and self-sufficiency for the candidate within a year of training completion;
  - b. Documented evidence of training that leads to certification and credentialing that will result in higher wages and self-sufficiency for the candidate within a year;
  - c. A competitive benefits package (that includes healthcare coverage and may include other benefits such as insurance coverage, investment options and tuition aid) that will result in a higher quality of life for the candidate and his/her family; or
  - d. Documented evidence of career ladders and advancement opportunities that can be directly linked to the successful completion of the OJT process.

Further definitions of these benefits are listed below:

- Step Raises: A regular schedule/calendar of raises that a person becomes eligible for based on the amount of time they spend on the job. For example: An OJT candidate may start out at \$8.00 per hour, but know that every six months their pay will increase by .50 cents per hour. These types of raises are often found in labor/union positions and retail work.
- Certification: The process of receiving an official certification/credential upon the completion of the training process that leads to higher wage and career advancement. For example: A Certified Nursing Assistant (CNA) program may start someone in paid, on-the-job training at \$8.00 per hour. Upon completion of the training, the candidate receives his/her CNA Certificate and a pay increase. Having the certification also makes them eligible for more training and advancement opportunities. This practice is very common in both the healthcare and technology industries.
- Benefit Packages: The benefits packages offered by many employers are worth thousands of dollars per year to the job seeker. From health coverage, to investment options, to tuition aid, benefits can help make up for a lower wage by increasing the overall quality of life for the candidate. For example: A person may have the option of being placed in a temporary office position where the salary is \$10.00 per hour, but

the company provides them with no benefits or job security. For this person, a similar position paying \$8.00 per hour with health and dental benefits will be worth more to them in the long run. Furthermore, benefits packages that offer a candidate tuition reimbursement will allow them to take advantage of training and educational opportunities that will allow them to increase their skills, wages, and become more competitive in the labor market.

- Career Ladders: Many occupations and industries offer clear career ladders for job seekers. Through established career ladders, candidates will have the opportunity to acquire the necessary skills to enter and move up in the workforce. Each step in a career ladder will lead to greater challenges, responsibilities and the opportunity for increased wages. For example: A person may start out as a receptionist making \$8.50 per hour, with the knowledge that after they grow to become proficient in that position, it could lead to career advancement and higher wages as an office assistant, executive assistant, or office manager.

### **Documenting and Processing On-the-Job Training**

- 1) The Workforce Advisor identifies and documents the need for training on the IEP in CISRS.
- 2) Through career exploration, assessments, or career coaching the Workforce Advisor and client will determine the appropriate type of training. See process for specifics related to development of each type of training identified in Chapter IV, “Training” section. (i.e. OJT, ITA, ROP, etc.)
- 3) Client shall conduct OJT research.
- 4) Training services shall be documented on the IEP to focus on demand occupations with career advancement and retention goals within the chosen industry.
- 5) The Workforce Advisor shall submit the participant’s name and an estimated request for funds for the OJT to the One-Stop Career Center staff person responsible for managing training allocations for approval. The participant may also be referred to a OJT/Customized Training Contractor when appropriate. (See Exhibit C-1 – Request for Funds) The estimated request for funds may be based on the maximum allowable training hours of 1,040.

The formula to determine the amount of the request is:

$$1,040 \text{ hours} \times \text{hourly rate} \times 50\% = \text{amount of request}$$

For example, if the employer-based training is set up for the maximum allowable hours at a wage of \$9.00 per hour, the request would be as follows:

$$1,040 \times \$9.00 \times 50\% = \$4,680$$

- 6) The Workforce Advisor shall document in a CISRS case note that the participant is

**Attachment D**  
On-the-Job Training Criteria  
Chapter IV – Program Activities

pursuing training, including the type of training. (CISRS code ITV)

- 7) The Workforce Advisor shall request an OJT Agreement number from the Workforce Partnership's Finance Department through their Program Specialist.
- 8) The identified One-Stop Career Center staff person shall generate all appropriate paper work (based on the type of training the client attends) and submit to the Workforce Partnership's Program Specialist.

NOTE: Two original signature copies of OJT contracts must be completed. (See Exhibits C-2 Assurances and Certifications, C-3 San Diego Workforce Partnership Training Agreement, and C-4 Training Service Plan)

- 9) OJT contracts shall be approved by the Career Center Manager, prior to the start date of training.
- 10) The identified One-Stop Career Center staff person shall have the business employing the trainee sign the contract documents prior to the start date of training.
- 11) Upon the start date of training, the identified One-Stop Career Center staff person will enter the code 55 in CISRS, the OJT established date, and the actual dollar amount of training.
- 12) The signed contract documents shall be submitted to the Workforce Partnership's Program Specialist within five (5) working days.
- 13) The Program Specialist will approve and forward the OJT agreements to the Workforce Partnership's finance department.

**Invoicing Process**

- 1) The business has two options for receiving OJT Reimbursement:
  - a. Partial payment at midpoint and completion of training; or
  - b. Payment in full at completion of training.
- 2) The identified One-Stop Career Center staff person shall conduct separate interviews with the participant and the participant's supervisor at midpoint of training. (See Exhibit C-6 – Trainee Questionnaire and C-7 – Employer Questionnaire)
- 3) With the help of the Workforce Advisor, the business will complete the On-the-Job Training Invoice with the business (Exhibit C-8).
- 4) The Workforce Advisor will attach the required documentation to the invoice:
  - a. Payroll records; or
  - b. Time sheet; or
  - c. Hours Verification form (Exhibit C-9); AND
  - d. Copy of the Training Service Plan.

**Attachment D**  
On-the-Job Training Criteria  
Chapter IV – Program Activities

(Note: Reimbursement for hours of training may not precede the agreement start date.)

(Note: This step must be completed at both midpoint and completion of training for those businesses requesting reimbursement at both benchmarks.)

- 5) The Workforce Advisor will deliver the invoice documents to the business for signature and submit the documents to the Career Center Manager for approval.
- 6) The Workforce Advisor will submit the invoice documents to the Workforce Partnership's Program Specialist for payment within five (5) working days of the date the business signed them.
- 7) The Program Specialist will forward the approved invoices to the Workforce Partnership's Finance Department within 24 hours of receipt.
- 8) OJT Contract invoice payments will be sent directly to the business within ten (10) working days of receipt by the Workforce Partnership's Finance Department.

**EXHIBITS**

**Exhibit E-1** – San Diego Workforce Partnership Training Agreement

**Exhibit E-2** – Assurances and Certifications

**Exhibit E-3** – On-the-Job Training Service Plan

**Exhibit E-4** – Workforce Investment Act Employer Based Training Mutual Cooperation Agreement

**Exhibit E-5** – Trainee Questionnaire

**Exhibit E-6** – Employer Questionnaire

**Exhibit E-7** – On-the-Job Training Invoice

**Exhibit E-8** – On-the-Job Training Verification of Hours Form





## San Diego Workforce Partnership On-the-Job Training

### Assurances and Certifications

**The Employer Assures that:**

1. Services and activities provided under this Agreement will be administered by and under the supervision of the Employer.
2. Employer understands that they will not be reimbursed for trainees' sick leave or holiday pay. Reimbursement will occur only for those hours trainee is on the job for training. Overtime will be reimbursed at the regular hourly rate.
3. Appropriate standards for health and safety in work and training situations will be maintained.
4. Employer will give the Broker and San Diego Workforce Partnership through any authorized representative, such as local, state, and federal monitors, the access to and the right to examine all trainee records, and other documents related to this agreement.
5. It will comply with Title VII of the Civil Rights Act of 1964 which prohibits employment discrimination. No person may be denied employment, excluded from benefits, or suffer from discrimination under the OJT Training program because of race, color, religion, sex, national origin, sexual orientation, age, disability, or political affiliations or belief.
6. Individuals receiving training On-the-Job shall be compensated by the employer at such rates, including periodic increases as may be deemed reasonable under regulations prescribed by the Secretary of Labor, but in no event at a rate less than that specified in Section 6 (a) (1) of the Fair Labor Standards Act of 1938, or if higher under the applicable State or local minimum wage law.
7. It will comply with the provisions of the Hatch Act, under which the use of the San Diego Workforce Partnership On-the-Job Training to promote political activities would be prohibited.
8. It will comply with the provisions of the Immigration Reform and Control Act of 1986, which requires employers to verify that all employees are eligible to work in the United States as legal residents of the United States.
9. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration or repair, including painting and decoration of projects, building and works which are Federally assisted under the Workforce Investment Act (WIA), shall be paid wages at rates not less than those prevailing on a similar construction in the locality in accordance with the Davis-Bacon Act.
10. San Diego Workforce Partnership On-the-Job Training trainees will not displace currently employed workers. This includes partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits.
11. No trainee will infringe upon the promotional opportunities of currently employed individuals.
12. No trainee shall be placed in jobs substantially equivalent to positions for which employees have been laid off.
13. This agreement shall not impair existing contracts for service or Collective Bargaining Agreements. Terms of this agreement shall be undertaken only with written concurrence of the labor organization concerned.
14. The San Diego Workforce Partnership On-the-Job Training program will not be used to promote or discourage union organizing.
15. Employer understands that fraudulent claims or action under the WIA are subject to criminal penalties and the agency may invoke any and all sanctions available to it in the event of such fraud. An example of fraud would be permitting a false invoice requesting reimbursement of wages that have not been paid.
16. No WIA funds will be used for contributions on behalf of any trainee for retirement systems or plans.
17. Records on WIA OJT trainees must be available for review for up to five years.

**San Diego Workforce Partnership On-the-Job Training Service Plan – Exhibit E-3**

Agreement # \_\_\_\_\_

Trainee: \_\_\_\_\_

SSN# \_\_\_\_\_

Current Job Title \_\_\_\_\_ OES \_\_\_\_\_

Broker Representative : \_\_\_\_\_

Work Supervisor: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Job Site Address: \_\_\_\_\_

Broker Representative Approval: \_\_\_\_\_

Start Date: \_\_

Estimated 50% Completion Date (midpoint): \_\_\_\_\_

Estimated 100% Completion Date: \_\_\_\_\_

Work Hours (example: 8am-5pm): \_\_\_\_\_

Work Days: \_

Wage: \_\_\_\_\_

Reimbursement Formula (\$00.00/hr. X 000) X 00%= \$000.00)

How often will Trainee be paid? \_\_\_\_\_

Next payroll date? \_\_\_\_\_

Trainee Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

Employer Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

Goals of San Diego Workforce Partnership On-the-Job Training are to provide the Trainee the opportunity to gain the skills necessary to become employed as \_\_\_\_\_ (Job Title) at the wage rate of \$ \_\_\_\_\_ working \_\_\_\_\_ hours per week.

	Competency Achieved Midpoint		Competency Achieved Completion	
	Yes	No	Yes	No
<b>The Trainee will be trained in the following skills/tasks:</b>				
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

**San Diego Workforce Partnership On-the-Job Training Service Plan – Exhibit E-3**

Agreement # \_\_\_\_\_

10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				

<b>By signing this you are attesting that training did occur as indicated at midpoint of training:</b>		<b>By signing this you are attesting that training did occur as indicated at final point of training:</b>	
Employer's Signature:	Date:	Employer's Signature:	Date:
Client Signature:	Date:	Client Signature:	Date:
Broker Representative:	Date:	Broker Representative:	Date:
Reviewed and Approved By:	Date:	Reviewed and Approved By:	Date:

If the trainee is to attend offsite classroom training, please indicate:  
 Training Provider: \_\_\_\_\_  
 Class Title: \_\_\_\_\_  
 Location of class: \_\_\_\_\_  
 Class Times/Days: \_\_\_\_\_  
 Date of First class: \_\_\_\_\_  
 # of hours of release time each week: \_\_\_\_\_



**Employee Assurances**

**Interpersonal Skills:**

- Be on time and ready to learn and work.
- Dress appropriately for the job.
- Adhere to the standards for health and safety in work and training situations.
- Address any work-related issues with their immediate on-site supervisor.
- Resolve personal problems outside work and discuss only work issues at work.
- Communicate with the supervisor when tasks have been completed.
- Conduct professional communication with everyone
- Ensure proper use and care of company equipment and tools.
- Do not use company's resources for personal business.
- Always maintain a positive, can-do, flexible attitude.

**Employee Training Responsibilities:**

- Save paycheck stubs
- Complete Verification of Hours form.
- Maintain monthly contact with his/her Broker Representative.
- Clear understanding of the Training Service Plan and the skills to be learned.
- Familiar with Trainee Questionnaire and ensure it's completed half way through the training.
- Participate in both mid-point and final review of training.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Employer Assurances**

**Communication with the Employee:**

- Provide training in accordance with the Training Services Plan.
- Upon successful completion of training, retain the employee for at least 90 days, in accordance with the employer's policies and practices.
- Maintain on-going communication and feedback to the employee on the progress of learning each skill.
- Identifying any areas of weakness that would be a barrier to become proficient at any skill.
- Appropriate standards for health and safety in work and training situations will be maintained.

**Employer Training Responsibilities:**

- Maintain on-going communication and/or feedback regarding the employee in order to facilitate win-win outcome for the employer and employee.
- Familiar with Employer Questionnaire and ensure it's completed half way through the training period.
- Submit mid-point and/or final invoice(s) to the Broker Representative in a timely manner.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**San Diego County One-Stop Career Centers**

East County Career Center  
 924 E. Main Street  
 El Cajon, CA 92021  
 619-590-3900

Spring Valley Library Branch  
 836 Kempton St.  
 Spring Valley, CA 91977  
 619-590-3900

Metro Career Center  
 3910 University Avenue  
 San Diego, CA 92105  
 619-516-2200

Kearny/Serra Mesa Branch  
 9005 Aero Dr.  
 San Diego, CA 92123  
 619-516-2200

South Metro Career Center  
 4389 Imperial Ave  
 San Diego, CA 92113  
 619-266-4200

Grant Hill Branch/CET  
 3295 Market St.  
 San Diego, CA 92102  
 619-233-6829

North County Coastal Career Center  
 1949 Avenida del Oro, Suite 106  
 Oceanside, CA 92056  
 760-631-6150

Vista Townsite Branch  
 642 Vista Village Dr.  
 Vista, CA 92084  
 760-806-8980

North County Inland Career Center  
 463 N. Midway Dr., Ste. 100B  
 Escondido, CA 92027  
 760-871-1962

Escondido Library Branch  
 239 S. Kalmia  
 Escondido, CA 92025  
 760-839-4683

South County Career Center  
 1111 Bay Blvd., Ste. E  
 Chula Vista, CA 91911  
 619-628-0300

Bonita/Sunnyside Library Branch  
 4375 Bonita Rd.  
 Bonita, CA 91902  
 619-628-0300

**Workforce Investment Act (WIA)  
 Employer Based Training  
 MUTUAL COOPERATION AGREEMENT**

The objective of the Workforce Investment Act (WIA) is to help clients to obtain long-term, gainful employment.

The purpose of this agreement is to outline the commitment and responsibilities expected of both the Employee and the Employer in an Employer Based Training contract.

**Employer Based Training Facts**

- Provides on the job training to obtain knowledge and skills essential for job performance.
- Provides reimbursement to the employer of up to 50% of the wage rate of the participant, for the extraordinary cost of training and additional supervision related to the training.
- An OJT must be limited to the time period for the participant to become proficient in the occupation for which the training was provided. When determining the length of the contract, consideration should be given to the skill requirement of the position and the academic and occupational skill level of the participant.



# San Diego Workforce Partnership Trainee Questionnaire

(To be completed at midpoint )

Client Name: \_\_\_\_\_

Broker Representative completing interview: \_\_\_\_\_

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| 1. Are you aware of your training plan?                               | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Are you being trained as outlined on your training plan?           | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Are your working conditions safe and satisfactory?                 | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Who supervises you?  |                              |                             |
| 5. Is your work evaluated?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 6. Do you feel your skills have increased as a result of training?    | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Explain response:   |                              |                             |
| 7. Do you have any concerns about the training you are receiving?     | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Explain response:   |                              |                             |
| 8. Are there any areas where you could use additional assistance from | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| <b>Broker Staff?</b>  |                              |                             |
| Explain response:   |                              |                             |

Comments: \_\_\_\_\_

(Note: Interview may be completed by phone or on-site.)



# San Diego Workforce Partnership Employer Questionnaire

(To be completed at midpoint with Trainee's Supervisor)

Supervisor's Name:
Employer's Address:
Phone :
<b>Broker Staff</b> completing interview:

Date of Interview: \_\_\_\_\_  
 Trainee: \_\_\_\_\_  
 Agreement # \_\_\_\_\_  
 Phone Interview: \_\_\_\_\_  
 On-Site Interview: \_\_\_\_\_

- |   |  |   |
|---|--|---|
| <p>1. Is the trainee meeting your expectations?<br/>                 Explain response: _____<br/>                 _____</p>                               | <p>Yes<br/> <input type="checkbox"/></p> | <p>No<br/> <input type="checkbox"/></p> |
| <p>2. What skills has the trainee learned to date?<br/>                 List: _____<br/>                 _____</p>  |  |   |
| <p>3. Is additional training needed:<br/>                 Explain response: _____<br/>                 _____</p>  | <p>Yes<br/> <input type="checkbox"/></p> | <p>No<br/> <input type="checkbox"/></p> |
| <p>5. Do you have any concerns about the trainee or the program?<br/>                 Explain response: _____<br/>                 _____</p>              | <p>Yes<br/> <input type="checkbox"/></p> | <p>No<br/> <input type="checkbox"/></p> |
| <p>6. Are there any areas where you could use additional assistance?<br/>                 _____<br/>                 _____<br/>                 _____</p> | <p>Yes<br/> <input type="checkbox"/></p> | <p>No<br/> <input type="checkbox"/></p> |
| <p>Comments: _____<br/>                 _____<br/>                 _____</p>  |  |   |

**SAN DIEGO WORKFORCE PARTNERSHIP  
ON-THE-JOB TRAINING INVOICE**

To: \_\_\_\_\_ From: \_\_\_\_\_  
Broker Agency: \_\_\_\_\_ Business: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Phone/Fax: \_\_\_\_\_ Phone/Fax: \_\_\_\_\_

Trainee Name: \_\_\_\_\_ SS# \_\_\_\_\_

This invoice is to request \$ \_\_\_\_\_ Training Reimbursement for the period of \_\_\_\_\_ to \_\_\_\_\_

Number of work/training hours to date: \_\_\_\_\_ Hourly rate \$ \_\_\_\_\_ Reimbursement % \_\_\_\_\_  
Total reimbursement amount: \$ \_\_\_\_\_

The following documents have been verified and attached:

- 1. Payroll records  or Time Sheet  or Hours Verification Form
- 2. Copy of Training Service Plan (TSP)

This is to certify that the above named employee/trainee has completed and been paid for \_\_\_\_\_ hours of straight-time work/training (excluding vacations, holidays, sick leave, union dues, jury duty, commissions, bonuses or special compensation for work in excess of the maximum hours per week authorized by law) as indicated by the attached copy of the timecard and payroll record or verification of hours form.

I request a reimbursement payment of \$ \_\_\_\_\_ according to the San Diego Workforce Partnership On-the-Job Training Agreement:

\_\_\_\_\_  
Signature of Employer Representative/Supervisor Date

I hereby certify that I have worked the hours indicated above and that the attached documents are true and correct.

\_\_\_\_\_  
Signature of Employee/Trainee Date

.....  
**Certified for Payment**

Broker Name \_\_\_\_\_  
Agreement # \_\_\_\_\_  
Date Received \_\_\_\_\_  
Received by \_\_\_\_\_

