Guidance for On-the-Job Training (OJT)

**Definition**

As part of the BRS program, on-the-job training (OJT) is defined as a vocational rehabilitation service where the consumer learns job skills within the context of a competitive work situation. The employer may be reimbursed for a portion of the consumer’s training time and/or may be reimbursed for part or all of a consumer’s wages. When the employer is fully reimbursed for the consumer’s wages but not paid for providing training, the service is considered to be a Paid Internship/OJT. In any OJT, consumers are placed on the employer’s payroll and are paid in accordance with the Fair Labor Standards Act.

**Purpose of OJT’s**

The purpose of an OJT is to provide the consumer with work experience and/or specific skills in order to “level the playing field” so that s/he may secure competitive employment. The goal is for the consumer to possess a skill level consistent with entry level employees in that occupation through hands-on experience by the end of the OJT. There are numerous benefits to OJT for all those involved:

*Consumer & Counselor Perspective:* It is a great way for an individual to gain hands-on experience, job-specific skills and resume-building material, all while earning wages and either qualifying for a permanent position within the organization where the OJT takes place, or becoming prepared to seek another employment opportunity in that field after gaining this experience and skills. OJT’s may take less time and offer training that better matches the consumer’s learning style, when compared with other methods of training. In some cases, there may be opportunities to “carve” out specific portions of a job that match the consumer’s abilities. After a review of a consumer’s circumstances a recommendation should be made by consumer and counselor for a specific OJT model to be developed by BRS, Employer and/or CRP.

*Employer/Trainer Perspective:* It can be an excellent resource to support the training for a new employee and be able to see that individual’s potential as an employee before finalizing an offer for a permanent position.

*Community Rehabilitation Program (CRP) Perspective:* There is the potential for less collateral time spent with consumer and more time spent in development of OJT opportunity. CRP’s will be reimbursed a portion of their usual placement rate (per fee schedule) after the OJT contract is successfully negotiated.

**Marketing an OJT**

An OJT is a *mutually beneficial* employment scenario wherein a consumer can obtain a new skill set, and an employer may receive *subsidized training and/or wages* of a worker, as well as *potentially a long-term employee* solution. OJT participants have been determined to have strengths and abilities that make them suitable for an OJT opportunity in the desired field as a result of vocational guidance and counseling provided by their vocational rehabilitation counselor versus an employee that is coming in without the support of our agency. In other words, consumers are *prescreened by BRS* and *matched with the needs of the employer*.

The task of locating an OJT site should be a collaborative effort between the consumer and counselor. The counselor should assist the consumer in understanding what to say to a potential Employer/Trainer in order to get a contact person within the organization to set up a meeting. In addition, a referral may be made to a CRP who has an OJT development rate to assist in locating a suitable training site.
Set a meeting whenever possible. It is harder to say “no” in a face-to-face meeting than marketing an OJT over the phone. Meetings can be the result of consumer, CRP and/or BRS development efforts, by following up on job leads or simply calling local businesses. If the potential employer sounds interested, book a meeting—try not to settle for sending the brochure through the mail.

**OJT Models**

<table>
<thead>
<tr>
<th>Type of On-the-Job Training</th>
<th>Rate Configuration</th>
<th>When is it used?</th>
<th>Time Period</th>
<th>Type of Employee</th>
<th>Service Name</th>
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</thead>
<tbody>
<tr>
<td>Training Rate OJT</td>
<td>Reimbursement for hourly wage of trainer at host company.</td>
<td>Consumer lacks training and experience and will require a significant amount of up front training to address needs.</td>
<td>1-3 months max of 6 *</td>
<td>W-2 on company payroll</td>
<td>“On the Job Training”</td>
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<tr>
<td>Partial Wages OJT</td>
<td>Reimbursement for a portion of consumer’s wages that tapers during the training.</td>
<td>Consumer lacks job experience and will learn the job mostly by performing the job duties.</td>
<td>1-3 months max of 6 *</td>
<td>W-2 on company payroll</td>
<td>“On the Job Training”</td>
</tr>
<tr>
<td>Paid Internship</td>
<td>Reimbursement of consumer’s wages at an hourly rate equal to 130% of consumer’s agreed upon wage.</td>
<td>Consumer lacks experience and an employer is identified that may not have a long term opportunity available.</td>
<td>1-3 months max of 6 *</td>
<td>W-2 on company payroll</td>
<td>“Paid Internship (On the Job Training)”</td>
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</table>

*Any OJT that is being considered for longer than 6 months must be reviewed and approved by the District Director*

**Contract Negotiations**

Time is money. Be prepared for your meeting and have everything you need to complete the contract. Nothing can stall negotiations faster than being ill-prepared. Have all the necessary paperwork to complete with the Employer/Trainer at the meeting. During the meeting, the following pieces of information will need to be determined in order to complete the agreement:

- **Job Title**: Identify the specific job title and skill set that will be learned as a result of the contract and to make sure it is congruent with the goal on the IPE

- **Training Structure**: Counselors have options in negotiating an OJT:
  a. **Training Rate OJT** - BRS may pay a portion of the trainer’s wages. This may be most appropriate when the consumer 1.) lacks the training needed to perform a particular job and 2.) will require significantly more instruction from the supervisor or co-worker than would be expected for other newly-hired employees in this position. In this situation, BRS would reimburse the employer for the trainer’s wages during the portion of the time that the trainer is directly instructing the consumer, with the number of hours decreasing as the consumer requires less one on one training time. BRS support of the instructor’s wages would generally cease when the training time no longer exceeds that which is required to train other new employees in the same position. In general, this option would be utilized in those positions requiring a higher level of skill.
b. **Partial Wages OJT** - In some cases, it may be more appropriate to consider reimbursing the employer for a portion of the consumer’s wages. This model would generally be used when 1.) the consumer lacks the prerequisite work experience needed for the position which s/he is seeking and 2.) the individual will primarily learn the job skills through performing the job duties, with minimal one-to-one instruction needed from a supervisor or co-worker. In this type of OJT, BRS would reimburse the employer for a portion of the consumer’s wages for a limited period of time, with a decreasing percentage of the hours paid by BRS as the consumer gains the skills necessary to perform the particular job.

c. **Paid Internship** - In some cases it may be more appropriate to set up the OJT as a Paid Internship. This may be most appropriate when 1) the consumer may already have the basic skills to do the job and 2) does not require intensive or one-on-one training or instruction, but will gain more experience and strengthen work skills by having an extended period of time working on the job. The employer is initially unable to offer a job position, but is willing to provide the opportunity for the consumer to gain employment experience. In this type of OJT BRS will reimburse the employer at 130% of the Intern’s gross hourly wages for a period of 1-3 months; the internship can be extended by mutual agreement up to 6 months.

* In some instances it may be appropriate to combine aspects of the Training Rate OJT with the Partial Wages OJT, if the consumer’s particular situation requires both. This type of OJT contract must be approved by the District Director before contract is finalized with employer.

- **Length of Contract:** Establishing a length of time to learn the targeted job skills should take into consideration a person’s disability and individual learning styles. Discuss with the employer how long it would take to learn job specific skills. Most OJT’s take place between 1 to 4 months, with most taking three months to complete. However, the model is flexible to accommodate the needs of either the consumer or the employer, as the training of new employees varies greatly among individual consumers and across different industries.

- **Training Time:** It is unusual that the consumer will need or be able to get individualized training for the entire time s/he is working under the OJT agreement. Also, as the trainee becomes more familiar with the job, begins to attain skills and to “do the job,” his/her value as an employee increases and the need for training decreases. Therefore, a training structure where the hours are tapered is preferred. **Example:** If a consumer is working for 40 hours/week for two months, then the first week may consist of 40 hours of OJT, second week consist of 30 hours, third week consist of 20 hours and fourth week consist of 10 hours. The second month could be structured at 10 hours of training per week for all four weeks. Total training time for the contract would be 140 hours.

- **Consumer Wages:** The trainee must be placed on the company payroll, paid in accordance with the Fair Labor Standards Act and covered under any applicable payroll taxes (such as Workers Compensation, Social Security and IRS Withholding). The wage rate should be commensurate with other employees of similar work experience and skill levels for the desired training opportunity. If the employer has concerns or questions whether it may be liable for Unemployment Compensation in the event the individual is not hired permanently, refer the employer to the Dept. of Labor’s Program Policy Division in Hartford or §31-222(a)(1)(E) of the Connecticut General Statutes.

- **Consumer Hours:** When possible, the number of hours worked by the consumer during an OJT should be consistent with the hours worked if the position becomes permanent, but may vary depending on the consumer’s needs or trainer’s availability.
- **Supervisory Assessment**: The counselor should discuss timeliness and means of communication between all parties regarding feedback on consumer progress and the submittal of the OJT Progress Report by the employer.

- **Payment Structure**: Inform the employer about BRS invoicing and that the processing of payments will generally take 4-6 weeks from the time each bill is submitted. The employer will receive installments after part or all of the training is completed.

- **Support Services**: The counselor must determine whether or not any additional supports will be needed in order for the OJT to be successful, such as job coaching, PCA’s, interpreters, etc. Any supports that have been identified to be needed on the job should be discussed with the employer during the meeting.

**Responsibilities**

For BRS:
- Assist with OJT site development
- Oversee the OJT
- Complete necessary forms
- Provide technical assistance, support services and recommendations, as appropriate

For Employer:
- Provide training in accordance with the agreement with BRS
- Pay consumer in accordance with Fair Labor Standards Act and other applicable labor and tax laws
- Complete monthly progress reports and billing forms
- Notify BRS of any problems

For Consumer:
- Assist with OJT site development
- Follow the employer’s personnel policies
- Learn and perform tasks of the job
- Notify BRS of any problems on the job

For CRP (if applicable):
- Locate OJT site
- Provide employer with the OJT information from BRS

**Required Paperwork**

- OJT service listed on current IPE or IPE Amendment
- OJT Agreement (see sample form, below – available on H-Drive)
- New Vendor Application
- OJT Progress Report (completed by employer)
- Invoice(s) together with time sheets or other documentation verifying hours worked (completed by employer)
Dear Employer/Trainer:

Thank you for accepting our consumer , as an on-the-job trainee. Formal financial remuneration authorization will be forthcoming in accordance with the terms we have negotiated. This letter will serve to formalize the arrangements and responsibilities of all three parties involved. The BRS Consumer will participate in:

- Training Rate OJT
- Partial Wages OJT
- Paid Internship

As previously discussed, the consumer is to be trained by you as a beginning on for a period of weeks and terminating on .

Construct of training is as follows:

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<th>Hourly Rate</th>
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In order for us to evaluate our consumer's progress, it is necessary for you to submit to our office written training progress reports on a monthly basis. Please submit your invoice for payment with each progress report so that we may expedite payment to you. We will supply progress report forms and invoices for payment.

It is understood that our consumer will be placed on your payroll during this training period, and that he/she will be covered, to the extent required by law, under your organization’s Workmen’s Compensation, Social Security, Unemployment Insurance, Minimum Wage Law, IRS Withholding, and any other usual company benefits.

The agreed starting wage is $ per hour, and the client will work hours per week.
It is further understood that you as employer agree not to discriminate or permit discrimination against any person or group of persons on the basis of race, sex, sexual orientation, color, religion, disability, or national origin in any manner prohibited by the law of the United States or of the State of Connecticut and further agree to provide the Connecticut Commission on Human Rights and Opportunities with such information as may be requested by the Commission concerning the provisions of this paragraph.

In the unlikely event that a problem arises with our consumer at any point during this program, please notify the Department promptly so that we may take appropriate action to help resolve it. The terms of this plan may be renegotiated at the agreement of the parties.

Our consumer understands that continued sponsorship by this office is dependent upon regular attendance, acceptable performance in the tasks in which he/she is being trained, and his/her cooperation with both of our organizations.

We thank you for your cooperation, and look forward to a successful partnership.

Sincerely,

Vocational Rehabilitation Counselor

The following persons are in accord with this agreement.

______________________________________   ______________
Employer          Date

______________________________________   ______________
Client           Date

______________________________________   ______________
Counselor         Date

______________________________________   ______________
Supervisor (Required)         Date