

## **8.37 ON-THE-JOB TRAINING**

### **Introduction**

On-the-Job Training (OJT) is specific training provided in an actual work setting by an employer, related to the particular job for which the consumer is hired. It includes a commitment by the employer to retain the consumer as an employee, after successful completion of training, if the consumer is meeting the essential performance standards of the job.

### **Who Can Provide OJT**

An employer who is willing and able to train a CBVH consumer for a specific job, and hire the consumer for that same job, may provide an OJT. The OJT model works particularly well with small and medium size employers who provide services (e.g. child care, customer service, food service). In these types of businesses, negotiations can usually take place with the owner-manager who has the authority to make a decision on the proposed candidate and on the terms of the agreement.

### **Who Cannot Provide OJT**

An OJT cannot be authorized with an employer who is an immediate relative of the consumer (spouse, parent, stepparent, grandparent, foster parent, child, sibling or in-law).

### **How are OJTs Developed**

An OJT may work well with consumers who learn best by doing, have positive worker traits, and have clear interests and transferable skills. The OJT can be developed through a variety of strategies, including cold calling prospective employers who hire in the consumer's desired area of employment. Marketing the consumer is the key to developing the OJT, particularly for someone who wants "hands-on" rather than vocational school or college training. The consumer should work closely with the counselor during this development and play an active role in identifying potential employment sites.

### **Determining the Length of Training**

Once it has been determined that there is a viable job offer and that the consumer is an appropriate candidate for OJT, the counselor, employer and consumer should discuss the length of time required for training. The following factors should be considered when determining the length of training:

1. the time required to train other employees engaged in the same occupation
2. the complexity or uniqueness of the job duties
3. the skill level and experience of the individual

Ask the employer how many hours he/she feels it would take to train the consumer and who will be the primary trainer.

### **Durational Limits on Training**

OJT is generally limited to a maximum of six months. Programs beyond this period may be developed with district manager approval when specialized, complex or unique training requires more training time.

### **Training Fee Contribution**

As an incentive to provide OJT, the employer is partially reimbursed by CBVH for training expenses. Typically, CBVH reimburses the employer at the wage rate of the trainee for a portion of the time spent on the job. As an alternative to this method, CBVH may provide partial reimbursement based on the wage of the employee who will be doing the hands-on training. As necessary, customary wages for certain positions may be verified through the New York State Department of Labor.

The Commission's contribution to the training fee must be made in accordance with the following guidelines:

1. the level and percentage of the training fee is to be carefully negotiated by the counselor with the employer and is intended to help offset loss of production time of the trainer(s);
2. the counselor should encourage the employer to contribute an increasing portion of the training costs thereby demonstrating his/her commitment to retaining the trainee;
3. the contribution made by CBVH can vary among OJT situations, but should be reduced over time as the trainee becomes more proficient in the skills required to achieve a competitive level of performance; the contribution made by CBVH should not exceed 50% of the training costs as computed over the duration of the training period.
4. specific performance criteria to measure progress should be outlined for each phase of the estimated training hours that will be purchased through the OJT;

## **The OJT Agreement**

The CBVH counselor must prepare a written statement of the terms of the OJT. This should include the:

1. start date, title, salary and hours;
2. an assurance by the employer that the consumer will be covered under Workers' Compensation, Social Security, Unemployment Insurance, Minimum Wage Law, IRS Withholding and any other usual employee benefits;
3. duration of training and the schedule for the CBVH and employer contributions to the training costs; and,
4. the reporting requirements for progress and payment.

The employer must acknowledge the terms of the OJT in writing and indicate his/her commitment to retain the individual after the training period. This acknowledgement will serve as an agreement.

## **Example of an OJT Agreement**

Example: An OJT Agreement is negotiated with an employer to train an individual to work as a mechanic. The individual, prior to losing his sight was an automotive repairperson. The employer agreed to hire the individual at a salary of \$200.00/week for a twelve week training period. The counselor and employer negotiated to share the individual's training costs in accordance with the following schedule:

1st 4 weeks: Employee Share - \$50/week (25%)  
CBVH Share - \$150/week (75%) = \$600.00

2nd 4 weeks: Employee Share - \$100/week (50%)  
CBVH Share - \$100/week (50%) = \$400.00

3rd 4 weeks: Employee Share - \$150/week (75%)  
CBVH Share - \$50/week (25%) = \$ 200.00

CBVH COST FOR OJT = \$1,200.00

### ***Note***

Authorization of CBVH's share of the training fee is made on the DSS-335. Payment is to be made directly to the employer.

## **Follow-up**

The counselor is responsible for maintaining close contact with the consumer and employer during the OJT program to provide assistance to enable the consumer to

successfully complete the OJT program.

### **Impact on Social Security Benefits**

Earnings from OJT typically have an impact on a consumer's Social Security Disability (SSDI) or Supplemental Security Income (SSI). Earnings from an OJT will count toward a trial work period and toward a determination by SSA of whether the individual is earning at the substantial gainful activity (SGA) level. Consumer must be advised to inform Social Security that the monies received during OJT include a subsidy (percentage contributed by CBVH) and that portion is not considered earnings from productive activity.

Each determination made by SSA is made on an individual case basis. Counselors should assist consumers in determining the impact of the OJT on their benefits through contact with the Social Security Administration (web address [www.SSA.gov](http://www.SSA.gov)) or through benefits advisement services provided by Independent Living Centers.

### **Movement to Status 22**

The consumer's case should be moved into Status 22 at the end of the established training period if all criteria for Status 22 met (See Chapter 2.00 - VR Process).