

ST. CHARLES COUNTY REGION

INCUMBENT WORKER TRAINING POLICY

Incumbent Worker Training (IWT) provides both workers and employers with the opportunity to build and maintain a quality workforce and is governed by sections 20 CFR 680.780 through .820 of the Final Rule. IWT is designed to meet the needs of an employer or group of employers to retain a skilled workforce or avert layoffs. Per guidance from OWD Issuance 23-2017 (dated April 27, 2018); this policy provides guidelines for administering an Incumbent Worker Training Program.

The St. Charles Region may use up to 20 percent of the combined total of adult and dislocated worker allotments for incumbent worker training and this 20 percent must be used exclusively for program activities. IWT administration activities must be paid for out of our local WDB Administration Funds. The maximum number of employees trained will be dependent on the cost of training required and the amount of funds allowable in the 20% total.

Incumbent workers will not have to meet the eligibility requirements of the Adult and Dislocated Worker Programs and Incumbent Worker Training will only be allowable for skills required in any of the five sectors currently targeted by the local Workforce Development Board as areas of growth, or with the approval of the Director on a case-by-case basis, in areas of growth outside of the five sectors when appropriate.

Participant Requirements:

- Must be enrolled into the statewide electronic case management system; **and**
- They are working a minimum of an average of 32 hours per week at the respective employer for more than six consecutive months (unless IWT is provided to a cohort of employees, then the majority of employees in the cohort must meet the employment-history requirement); **and**
- They have an established relationship and employment history with their employer; **and**
- Documentation of skilled training needed to retain employment and increase the competitiveness of both themselves in the labor market and their employer's productivity; **or**
- Proof of averting the need to lay off employees through assisting workers to obtain the skills necessary to retain employment.

Employer Requirements:

- Must be registered/enrolled into the statewide electronic case management system; and
- Must increase incumbent worker's wages compared to their wage immediately preceding training and/or access to company-provided benefits including healthcare for the participant within 60 days of the successful completion of training; **and**
- Provide In-kind matching resources, such as training wages or leasing costs for classroom space; **and**
- Provide documentation of increased skills obtained by the participant, such as an industry recognized certificate or credential or a promotion that correlates to the competitiveness of the job and the employer.
- Must meet the Fair Labor Standards Act requirements for an employer-employee relationship.

ATTACHMENT 31

Incumbent Worker Training must lead to opportunities for advancement and wage increases within 60 days of the successful completion of training. Payment/reimbursement to the employer will be made after the wage increase is met and documented.

The minimum amount of employer share in the IWT depends on the size of employer and may not be less than:

- 10 percent of the cost, for employers with 50 or fewer employees;
- 25 percent of the cost, for employers with between 51-100 employees; and
- 50 percent of the cost, for employers with more than 100 employees.

The Region will prioritize working with those employers that are not eligible for or participating in the State's Missouri Works Training program. The Region will notify OWD if they do consider implementing an Incumbent Worker Training project with a company that is participating in the Missouri Works Training Program to insure no duplication of training services.

If a collective bargaining agreement covers the employer, then union concurrence with the training services is required. An incumbent worker project may employ any training allowable under WIOA and must comply with general WIOA requirements and restrictions. Participant and employer performance outcomes will be reported as required.

The St. Charles Region will notify OWD prior to entering into an IWT program agreement.



Missouri Department of Economic Development
Missouri Division of Workforce Development

Incumbent Worker Training Program Agreement

TRAINING OPERATOR (Local WOB)	CONTACT PERSON	TRAINING OPERATOR TELEPHONE NUMBER
EMPLOYER		EIN
ADDRESS		AGREEMENT NUMBER
CONTACT PERSON (EMPLOYEE)		CONTACT PERSON TELEPHONE NUMBER

This training agreement is entered into between the _____, hereinafter called the Training Operator, and _____, hereinafter called the Employer.

The parties hereto agree that occupational training will be provided to _____ currently employed individuals. The Employer agrees that this training will result in a verifiable wage increase, at minimum, and may assist in increasing the competitiveness of the business and/or the employees, meet, satisfy, or provide opportunities for advancement and skillfill opportunities for less skilled workers.

Employer will be responsible for a fixed amount of the overall cost of training, equal to _____ % to include in-kind matching contributions and direct cash payments, as agreed upon in accordance with the approved training application. The Training Operator will provide total payment of \$_____ for the planned training and will be paid pursuant to the terms and conditions set forth in the General Assurances outlined within this agreement.

The majority of the workers trained under this agreement must be verified as having been employed at least 6 months with the employer. This verification must occur before the training is approved and begins. After training has been completed the Employer agrees to allow final monitoring to verify training completion, wage increase(s), and other details as outlined for training assistance.

EMPLOYER ATTESTATIONS

- a. The Employer attests upon entering this agreement that the training position(s) have not been relocated from any of its assets within the United States within the prior 120 days. YES NO
- b. The Employer attests upon entering this agreement that it has 1) attempted recall on all employees on active layoff of less than 365 days, and/or 2) not given notice of layoff from the same, or any substantially equivalent, position. YES NO
- c. The Employer attests that an employer-employee relationship exists as defined by the Fair Labor Standards Act. YES NO
- d. The Employer attests that all employees have been verified as authorized to work in the U.S. through the E-Verify federal work authorization program. YES NO

CONCURRENCE OF THE COLLECTIVE BARGAINING AGENT

- a. Is (Are) the occupation(s) in which employment and training to be offered subject to a collective bargaining agreement? YES NO
- b. If "Yes," has there been concurrence by the appropriate bargaining representative? YES NO

Please indicate the name, title, and union affiliation of the appropriate bargaining representative:

AUTHORIZED SIGNATURES	EMPLOYER SIGNATURE _____	DATE _____
	TYPE/PRINT NAME _____	TITLE _____
	AUTHORIZED TRAINING OPERATOR SIGNATURE _____	DATE _____
	TYPE/PRINT NAME _____	TITLE _____

For additional information contact Missouri DWE's Office of Workforce Development services, contact a Missouri Job Center near you. Locations and additional information are available at www.dwe.mo.gov (888) 738-1035 (5627). Missouri Division of Workforce Development is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Missouri Relay Services is 711. 2020-09-28 09:20:01 Page 1 of 3