

WORKFORCE INVESTMENT BOARD OF TULARE COUNTY
WORKFORCE INVESTMENT ACT TITLE I-B ACTIVITIES

DATE: 4/XX/11

**SUBJECT: WIA Title I-B ADULT
AND DISLOCATED WORKER
WORK EXPERIENCE AGREEMENTS**

WIB DIRECTIVE

TULWIBD-XX-XX

SUBJECT: ADULT AND DISLOCATED WORKER WORK EXPERIENCE POLICY AND PROCEDURES

EXECUTIVE:

PURPOSE:

The Workforce Investment Act (WIA) requires Workforce Investment Boards to transmit policy and procedures applicable to the development and management of WIA programs and services. This directive sets forth the policy and procedures pertaining to work experience activities for enrolled WIA Adult and Dislocated Worker customers.

SCOPE:

This directive provides information on WIB's Work Experience policies.

EFFECTIVE DATE:

This directive is effective upon date of issue.

REFERENCES:

- WIA section 663.200. 20 CFR 663.200
- Training and Employment Guidance (TEN), No. 4-10 On-the-Job Training National Emergency Grant (OJT NEGs) Funded with American Recovery and Reinvestment Act of 2009 Resources

LOCALLY IMPOSED REQUIREMENTS:

This directive contains locally imposed requirements.

FILING INSTRUCTIONS:

Retain this directive until further notice.

Background. The Workforce Investment Act, section 663.200, defines work experience as "a planned, structured learning experience that takes place in a worksite for a limited period of time." A work experience may take place in a public sector, non-profit or private for profit sector workplace and may be paid or unpaid.

Under WIA section 663.200, work experience is allowable as an intensive service. Intensive services are designed to assist the job seeker in identifying obstacles and obtain a comprehensive assessment to establish a successful employment plan. This assessment may include a work experience opportunity. Job seekers receiving unemployment benefits may be eligible for work experience opportunities. It is the job seeker's obligation to contact the Employment Development Department (EDD) to determine how a paid work experience may affect their unemployment benefits.

POLICY AND PROCEDURES:

Participant Eligibility Criteria:

The Local Workforce Investment Board is responsible for setting the allowable criteria for engagement in work experience as a WIA intensive service. For customers to qualify for a paid work experience, they must meet the following criteria:

- Must qualify as a WIA Adult or Dislocated worker;
- Must meet the WorkKeys scores for the work experience assignment;

Veteran Priority of Service:

Priority of service for veterans and eligible spouses requires program operators to give first consideration for participation in a program to those veterans and eligible spouses who meet the eligibility criteria for the program (TEGL 4-10 Sec. 7). Dislocated worker eligibility criteria (WIA section 101(9)) defines the term dislocated worker as meets one of the dislocated worker categories.

Employer Eligibility Criteria:

A work experience may take place in a public sector, non-profit or private for profit sector workplace and may be paid or unpaid.

Work Experience agreements cannot be developed with employers:

- Which have relocated all or part of their business within 120 days after the date on which such establishment commences operations at the new location, if the location of such establishment or part thereof results in displacement of employment of such establishment at the original location (667.268).
- May not utilize ARRA funds to place work experience participants with employers which are gambling establishments, swimming pools, aquariums, zoos, and golf courses (TEN No.4-10).

Service Providers are required to select employers for involvement with the work experience program who a) are not in violation of federal, state or local labor laws, b) are not involved in a strike, lockout or local labor dispute, c) have not established a pattern of failure to provide work experience participants with long term employment.

The Service Provider representative must complete the Workforce Investment Board Work Experience Pre-Award Survey with the employer prior to determining if the employer meets the employer eligibility criteria. See Attachment C.

Work Experience Agreement Requirements (Attachments A/B):

Work experience provides an opportunity for entrants in the workforce to acquire, through close supervision, an appreciation of workplace norms that may include self-discipline, relating to others, attendance and accountability, understanding compensation and learning to appreciate and meet employers' reasonable expectations, particularly individuals who have sporadic work history and skills. Displaced Workers with significant works history may benefit from work experience in order to be introduced to a new industry or field for which the participant does not have skills or experience. A work experience agreement may not take place with an employer where the Participant has been previously employed or was in the same occupation.

Work Experience works best when the employment experience is closely tied to employment opportunities after the work experience is completed, therefore; the Service Provider should seek work experience opportunities for participants where there is a job opening with the expectation that the participant will gain employment upon successful completion of the work experience, and the Participant meets the employer's expectations. However, it is understood that on occasion, a participant may not be retained by the worksite due to unexpected circumstances not related to performance.

Submission of Work Experience Agreements:

The Workforce Investment Board of Tulare County Work Experience Site Agreement (Attachment A/B) is to be used to establish all work experience assignments. The Service Provider shall obtain all signatures on work experience agreements and submit to the WIB for approval by noon at least two days prior to the start date of the work experience agreement (excluding holidays and weekends). The two day timeline will allow for verification and approval of the contents of the contract. All contracts will be signed by an authorized representative of the employer, the participant, and the Service Provider (employer of record).

Individual Employment Plan (IEP):

Work experience must be made a part of the Individual Employment Plan and identified as a benefit for the participant. The work experience must be in a demand occupation and fit into the WIB adopted sectors of Agribusiness, Manufacturing, Supply Chain Management and Logistics, Health and Medical Care, Renewable Energy, and Hospitality and Tourism. All employer/employee relationships must honor labor standards according to the Fair Labor Standards Act.

Work Experience Plan (Attachment D):

A Work Experience Plan must be developed by the employer and Employment Connection representative using the employer's job description or O'NET. The Work Experience Plan will serve as a plan to gain knowledge and experience of the position for which the participant will gain work experience.

Work Experience Duration

A work experience will be of limited duration not to exceed 12 weeks (480 hours) but not less than 4 weeks (160 hours). The minimum allowed pay rate is \$9.00 per hour and maximum pay rate is \$15.00 per hour; however the participant's pay rate must be the same as other employees directly hired by the company.

Participant Compensation:

The participant will be compensated for actual work experience hours performed at the worksite during the term of the agreement. Compensation shall be paid directly to the participant by the Service Provider upon receipt of an accurately completed time sheet approved by the participant and work-site supervisor. Over-time is not allowable under the worksite agreement. The Service Provider will be the employer of record and will cover the costs of participant's hourly wage and workers compensation.

Work Experience Progress & Follow-up:

Participant progress must be tracked by the Service Provider on a bi-weekly basis through either onsite visits, one-to-one meetings with the participant, or telephone contact. Monthly reviews should track the participant's progress in the expected outcomes and address any issues or concerns that arise. The primary goal of the work experience is for the participant to remain employed with that company at the end of the work experience period, so the status of employment must be case noted at the end of the experience.

When the participant does not obtain employment as result of the work experience, Service Provider staff shall continue to provide services as outlined in the IEP to assist the participant with obtaining employment.

Hard Exits:

Once the participant gains employment after completing a work experience project and all services are successfully completed, Service Provider staff shall "Hard Exit" the participant from the program with the appropriate outcomes using the Employment Connection VOS system. Service Providers may request "Hard

Exit” training and a resource guide from the WIB Staff on how to exit participants that have successfully completed services and entered employment.

Action/Implementation:

This policy is to be used by Service Provider staff in implementing paid work experience opportunities.

INQUIRIES:

Direct questions about this Directive to the Workforce Investment Board of Tulare County, administrative office (559) 713-5200.

Adam Peck
Executive Director

AP:DM: NF:CMR

Attachments: Attachment A –Worksite Agreement
Attachment B - Conditions, Assurances and Provisions
Attachment C – Pre-Award Survey
Attachment D - Work Experience Plan

1. Participant will be paid only for actual hours on the worksite. Holidays and overtime work by participants is prohibited.
2. The Worksite Agreement will be updated or replaced as appropriate, if current conditions change.

The Worksite/Worksite Supervisor agrees to:

1. Serve as a work experience site for the Participant in adherence with the Worksite Training Agreement.
2. Provide reasonable and proper supervision and instruction regarding the Participants' exposure to the industry and assignments. The Worksite Supervisor also agrees to provide a substitute supervisor when the regular supervisor is absent.
3. Supervisor shall review time sheets for accuracy and sign, verifying that it is a true and accurate accounting of time on the assignment by the participant, and provide feedback on the Participant's progress to the Service Provider.
4. Allow the Service Provider, Workforce Investment Board of Tulare County, Workforce Investment Division, and/or Department of Labor representatives to monitor all conditions and activities involved in performing this Agreement. The Worksite Supervisor must assure the following:
 - a. No currently employed worker will be displaced by a Participant. This includes partial displacement such as reduction in hours of non-overtime work, wages or employment benefits.
 - b. Work Experience assignment will not infringe upon the promotional opportunities of currently employed individuals.
 - c. No Participant shall be placed in positions substantially equivalent to positions for which employees have been laid off.
 - d. The Participant will not engage in political or sectarian activities.
 - e. The Participant will not assist in the operation or maintenance of that part of any facility which is used for religious instruction or worship.
 - f. Appropriate standards of health and safety and a drug free workplace will be maintained.
 - g. Adequate insurance will be in effect at all time.
5. Not provide a training assignment under this program for a member of the worksites immediate family or an individual previously employed by the worksite employer.
6. Will not subcontract the services of the trainee provided under this agreement.
7. Certify that there will be in affect, throughout the term(s) of training, proper personal and property liability insurance and, if required, appropriate bonding. The worksite shall provide proof of said coverage prior to the Participant commencing work experience activities.
8. Obtain the concurrence of appropriate bargaining entity, when a collective bargaining agreement exists, in order to insure compliance of the prescribed work experience assignment with the terms of said agreement.
9. Will communicate with the Service Provider prior to affecting disciplinary action.
10. Provide job orientation to all participants as related to work policies, job safety, and worksite expectations. The work policies and work experience expectations for Participant must be the same as for non-participants at the worksite.
11. Provide sufficient work experience activities to occupy the participant's planned hours and shall provide sufficient equipment and/or material to enable the participant to carry out the assignments.
12. Immediately report all Participant injuries to Service Provider in order that medical claims can be processed for worker compensation.
13. In the event that a worksite is negligent in the responsibilities agreed to in this document, the worksite: May not be used at a future date, and is financially responsible for costs deemed illegal by auditors or monitors.

The Service Provider will:

1. Be the employer of record and will provide counseling, guidance, and corrective action to the participant during the training period.
2. Comply with all State and Federal laws regarding minimum wage requirement, hours of work, and discrimination based upon sex, race, religion, and other discriminatory reasons.
3. Make referral to the worksite for eligible participants in the program.
4. Provide Worker's Compensation insurance and pay applicable FICA contribution.
5. Provide orientation to each worksite supervisor covering the program requirement prior to the Participant referral or commencing the assignment.
6. Comply with all State and Federal laws regarding payment of minimum wage, hours of work, and compliance with State and Federal laws which prohibit discrimination based up sex, race, religion, and other discriminatory motivated reasons.
7. Inform the Participant of the grievance procedures, nepotism rules, health and safety standards, and equal pay and non-discrimination assurances.
8. Ensure the minimum starting rate for a participant under this contract shall be the Worksite's normal or comparable entry wage for the occupation for which he or she is being trained, but no less than minimum wage.
9. All parties agree that any modifications to the terms of this Agreement must be in writing and signed by all parties hereto.
10. There are no oral understandings or agreements incorporated herein.

**WORKFORCE INVESTMENT BOARD OF TULARE COUNTY
WORK EXPERIENCE**

PRE-AWARD SURVEY

WORKSITE NAME: _____

ADDRESS: _____

DATE OF REVIEW: _____ SPECIALIST: _____

- | | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| 1. Have there been any safety, wage and hour, or labor violations during the past 12 months? (If yes, explain in the comments section.) | [] | [] |
| 2. Has union concurrence been obtained? [] N/A | [] | [] |
| 3. Are health and safety standards being met, as established by law? | [] | [] |
| 4. Have any employees been laid off in the past 6 months? # _____ | [] | [] |
| 5. Is the employer new in the area, i.e., relocating or expanding from another labor market area, or expanding their operation? | [] | [] |

The Employer stipulates and agrees by signing below that the establishment in which work experience will be given:

1. Has not been moved from any previous location less than 120 days prior to the effective date of the work experience agreement.
2. Is not a branch, affiliate or subsidiary of a business entity in another location which has, at any time subsequent to the date of the work experience, relocated or expanded so as to cause an increase in unemployment or the closing down of operations in which the entity conducts business operations.

Comments:

Worksite Representative Signature/ Title

Employment Connection Representative Signature

Worksite Agreement Number:
 Participant Name:
 Participant Title:
 O*NET Code:
 Employer:

WORKFORCE INVESTMENT BOARD OF TULARE COUNTY
Worksite Plan

RATING SCALE
 1 - Participant has not made satisfactory progress.
 2 - Participant is making progress, but less than satisfactory level.
 3 - Participant is making progress at satisfactory level.
 4 - Participant has achieved proficiency in this skill.

Work Experience Plan (A)	Skilled (B)		Training Method (C)	# Training Hours (D)	Measurement Method (E)	Follow-up Visit Date/Rating (F)			
	Y	N							

(G) Total Hours Projected: _____
 Total Hours completed: _____

(H) Total Score: _____
 Possible Score: _____
 % Attained: _____

This certificate of attainment is presented to _____
 for successfully completing the curriculum established in this Work Experience Plan.

 Signature (Employer/Supervisor)

 Date

 Signature (Employment Specialist)

 Date