

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

June 19, 2012

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

**WIB DIRECTIVE**

**TUL 12-05**

**TO: WIB Service Providers  
WIB Staff  
WIB/EC System Partners**

**SUBJECT: ADULT AND DISLOCATED WORKER WORK EXPERIENCE POLICY AND PROCEDURES**

**EXECUTIVE SUMMARY:**

**PURPOSE:**

The Workforce Investment Act (WIA) requires Workforce Investment Boards (WIBs) 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 the WIB's Work Experience policies.

**EFFECTIVE DATE:**

This directive is effective upon date of issue.

**REFERENCES**

- Workforce Investment Act Final Rules Program Criteria CFR 663.200, 667.274, 667.270
- Workforce Investment Act of 1998, Section 101(9), 134(d)(3)(A), 129 (C)(2)(D)
- Department of Labor Training and Employment Guidance Letter (TEGL) NO. 4-10
- Department of Labor Training and Employment Guidance Letter (TEGL) NO. 12-09

**WIB IMPOSED REQUIREMENTS**

This directive contains locally imposed requirements.

**FILING INSTRUCTIONS**

This directive supersedes TUL 11-03 dated April 13, 2011. Retain this directive until further notice.

**BACKGROUND**

The Workforce Investment Act of 1998, Final Rules Subpart B, 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 Final Rule 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:

- Qualify as a WIA Adult or Dislocated worker
- Meet the WorkKeys scores for the work experience assignment, and
- Work Experience must be identified as an appropriate activity on the Individual Employment Plan (IEP)

### **Veteran Priority of Service:**

Priority of service for veterans and eligible spouses of veterans 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 WIA Adult or Dislocated Worker program (TEGL 4-10 Sec. 7). Dislocated worker eligibility criteria WIA section 101(9) defines the term dislocated worker as an individual who 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 a new location, if the relocation results in loss of employment at the original location (WIA Final Rule, Section 667.268).
- May not utilize ARRA funds to place work experience participants with businesses that are gambling establishments, swimming pools, aquariums, zoos, or golf courses (TEGL No.4-10).
- Must comply with the anti-displacement provisions and other requirements contained in WIA and other laws.

One-Stop Operators are required to select employers for involvement with the work experience program who:

- Are not in violation of federal, state, or local labor laws.
- Are not involved in a strike, lockout, or local labor dispute.

The One-Stop Operator 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:**

Work experience provides an opportunity for entrants into the workforce to acquire, through close supervision, an appreciation of workplace norms that may include self-discipline, interpersonal skills, attendance and accountability, understanding compensation, and learning to appreciate and meet employers' reasonable

expectations. This applies particularly to individuals who have sporadic work history and skills. Displaced Workers with significant work 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 in a business with an employer where the participant has been previously employed or in an occupation that the participant has previously held. Appropriateness and justification for the work experience assignment must be clearly documented in the participants' case notes.

**Submission of Work Experience Agreements:**

The Workforce Investment Board of Tulare County (WIB) Work Experience Worksite Agreement (Attachments A and B) is to be used to establish all work experience assignments. The One-Stop Operator shall obtain all signatures on work experience agreements and submit the document to the WIB for review by noon at least two workdays prior to the work experience agreement start date. The two-day timeline will allow for verification and review of the participants' electronic case file and worksite agreement. All work experience agreements will be signed by an authorized representative of the employer, the participant, and the One-Stop Operator (employer of record).

**Individual Employment Plan (IEP):**

Work experience must be included within the Individual Employment Plan. The work experience must be in a demand occupation and fit into the WIB adopted business 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 Site Plan (Attachment D):**

A Worksite Plan must be developed by the employer and One-Stop Operator representative using the employer's job description or O\*NET definition. The Worksite Plan will serve as a guide for the participant to gain knowledge and experience for the position.

**Work Experience Duration**

Work experience will be of limited duration and is not to exceed 12 weeks (480 hours), but not less than 4 weeks (160 hours). The minimum pay rate is \$9.00 per hour and the maximum pay rate is not to exceed \$15.00 per hour.

**Participant Compensation:**

During the term of the agreement, the participant will be compensated only for actual work experience hours performed at the worksite. Compensation shall be paid directly to the participant by the One-Stop Operator upon receipt of an accurately completed signed time sheet confirmed by the participant and worksite supervisor. Over-time is not allowable under the worksite agreement. The participant's pay rate must be the same as other employees directly hired by the company in the same position.

**One-Stop Operator Responsibilities:**

The One-Stop Operator will be the employer of record and maintain a time and attendance and wage payment system. The Work Experience Agreement and associated documents, time and attendance records, wage and benefit payment information, and all progress reports for a given participant are maintained in the participant electronic and/or physical file and to provide any and all Federal, State, County, and WIB monitors and auditors with access to such records given reasonable notice.

**Work Experience Progress & Follow-up:**

Participants' progress must be summarized in the electronic case notes by the One-Stop Operator. Follow-up shall include onsite visits, one-to-one meetings with the participant and employer, or telephone contact. Monthly reviews should track the participant's progress, expected outcomes, and address any issues or concerns that arise.

When the participant does not gain employment with the work experience employer, the One-Stop Operator staff shall provide additional intensive and training services as outlined in the IEP to assist the participant with obtaining employment.

**Action/Implementation:**

This policy is to be used by One-Stop Operator staff in implementing paid work experience opportunities.

**INQUIRIES**

Direct questions about this Directive may be made to the Workforce Investment Board of Tulare County, at (559) 713-5200.



Adam Peck  
Executive Director

AP:SP:NF:MR:LLG

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

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

The Worksite is:  Community Service (Public or Private Non-Profit)  Subsidized Employment (Private For-Profit)

Participant Name: \_\_\_\_\_ Last 4SS#: \_\_\_\_\_ Phone: \_\_\_\_\_

Job Title: \_\_\_\_\_ O\*NET Code: \_\_\_\_\_ Industry Cluster: \_\_\_\_\_

OSO Agreement #: \_\_\_\_\_ WIA Application # \_\_\_\_\_ OSO Contact Person: \_\_\_\_\_

The purpose of this agreement is to provide paid work experience for eligible candidates.

- A. This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between One-Stop Operator: \_\_\_\_\_  
Worksite: \_\_\_\_\_
- B. The term of this agreement shall be from \_\_\_\_\_ through \_\_\_\_\_ not to exceed \_\_\_\_\_ hours.
- C. In consideration for work experience to be provided by the worksite during the term of this agreement, the participant shall be paid for actual work experience hours performed at the rate of 100% of the hourly wage of \$\_\_\_\_\_. The participant will be compensated on the basis of actual on-site hours. Compensation shall be paid directly to the participant by the One-Stop Operator (OSO) and (Employer of Record) upon receipt of an accurately completed and approved timesheet, signed in ink by both the participant and the designated Worksite Supervisor. **Overtime is not available under this agreement.**
- D. This agreement does not establish an employer/employee relationship between the worksite and the participant. The One-Stop Operator will be the employer of record, and the relationship between the worksite and the participant is one of Work Experience Provider and Participant.
- E. During the work experience, **Insert Participant Name** is expected to gain industry knowledge, workplace culture, experience and skills. Certain assurances and conditions must be agreed upon between the One-Stop Operator and the worksite as explained on the Conditions, Assurances and Provisions page. By accepting this Worksite Agreement, the participant, the worksite, and the One-Stop Operator agree to each of the assurances and conditions as shown.

Worksite Administrative Office Location: Company Name: Address: Contact Person: Phone:	Worksite Location:  Address: Worksite Supervisor: Phone:
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Worksite: \_\_\_\_\_  
Representative Name \_\_\_\_\_ Title \_\_\_\_\_

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

OSO: \_\_\_\_\_  
Signature \_\_\_\_\_ Title / Date \_\_\_\_\_

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

## CONDITIONS, ASSURANCES AND PROVISIONS

**Participant**

1. Participant will be paid only for actual hours on the worksite. Holiday and overtime work by participants is prohibited.
2. The Worksite Agreement will be amended, if work conditions change.

**The Worksite/Worksite Supervisor agrees to:**

1. Serve as a work experience site for the Participant in adherence with the Worksite Agreement.
2. Provide reasonable and proper supervision and instruction regarding the Participant's exposure to the industry and work assignments. The Worksite Supervisor also agrees to provide a substitute supervisor when the regular supervisor is absent.
3. Review time sheets for accuracy and sign by supervisor, verifying that it is a true and accurate accounting of time on the assignment by the participant. The supervisor shall also provide feedback on the Participant's progress to the One-Stop Operator.
4. Allow the One-Stop Operator, Workforce Investment Board of Tulare County, Workforce Services Division of the Employment Development Department, and/or Department of Labor representative 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 times.
5. Not provide a work experience assignment under this program for a member of the employer's immediate family or for an individual previously employed by the worksite employer.
6. Not subcontract the services of the Participant provided under this agreement.
7. A Participant may not be assigned to a work experience if the employer has terminated the employment of a regular, employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the Participant.
8. Obtain the concurrence of the appropriate bargaining entity, when a collective bargaining agreement exists, in order to insure compliance of the prescribed work experience assignment with the terms of the agreement.
9. Communicate with the One-Stop Operator prior to implementing disciplinary action. Provide a job orientation to the Participants as it relates 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.
10. 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 assignments.
11. Report immediately all Participant injuries to One-Stop Operator in order that medical claims can be processed for worker compensation.
12. In the event that a worksite is negligent in the responsibilities agreed to in this document, the worksite may not be used in the future.

**The Service Provider will:**

1. Be the employer of record and will provide counseling, guidance, and corrective action to the participant during the work experience period.
2. Make referral to the worksite for eligible participants in the program.
3. Provide Workers Compensation insurance and pay applicable FICA contribution.
4. Provide orientation to each worksite supervisor covering the program requirement prior to the Participant referral or commencing the work assignment.
5. 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 upon sex, race, religion, and other discriminatory motivated reasons.
6. Inform the Participant of the grievance procedures, nepotism rules, health and safety standards, equal pay, and non-discrimination laws and regulations.
 

Ensure the minimum starting rate for a participant under this agreement shall be the Worksite's normal or comparable entry wage for the occupation participant is receiving work experience, but no less than minimum wage. (b) is financially responsible for costs deemed illegal by auditors and/or monitors.
7. The Service Provider is financially responsible for any prohibited costs deemed by auditors and/or monitors.
8. All parties agree that any modifications to the terms of this Agreement must be in writing and signed by all parties.
9. There are no oral understandings or agreements incorporated in this agreement.

**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 relocated or expanded and caused an increase in unemployment by the closure of operations in which the entity conducts business operations 120 days prior to the work experience start date.

Comments:

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\_\_\_\_\_  
Worksite Representative Signature/ Title

\_\_\_\_\_  
One Stop Operator Representative Signature

ATTACHMENT D

**WORKFORCE INVESTMENT BOARD OF TULARE COUNTY  
Worksite Plan**

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

**RATING SCALE**

- 1 - Participant has not made satisfactory progress.
- 3 - Participant is making progress at satisfactory level.
- 2 - Participant is making progress, but less than satisfactory level.

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

(G) Total Hours Projected: \_\_\_\_\_  
Total Hours completed: \_\_\_\_\_

Worksite Representative Signature \_\_\_\_\_ Date \_\_\_\_\_  
One-Stop Operator Representative Signature \_\_\_\_\_ Date \_\_\_\_\_