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| **Policy Number:** | **2019-1** |
| **Subject of Policy:** | **Work Experience** |
| **WIOA Citation:** |  |
| **Prior Policy:** |  |
| **Prior Policy Action:** |  |
| **Effective Date:** | **September 30, 2019** |

1. **PURPOSE:**

This policy will govern the application of the Work Experience (WE) options for WIOA Title I eligible adult, dislocated worker, and youth customers. They are based on the Workforce Innovation and Opportunity Act Sec. 134 ( c ) (2) (A) (xii) (vii), and ~~Federal Register Part VI, 20 CFR (V) (D) (Part 680) (Section 680.180) and (E) (Part 681) (Section 681.600)~~ 20 CFR 681.600

Work experience activities support the development of the comprehensive workforce investment system under WIOA and Maine’s workforce development vision, by providing additional preparedness and training options for both employer and employee customers.

1. **DEFINITION**

For Adults and Dislocated Workers:

Work Experience is a planned, structured, learning encounter linked to a career, that takes place for a limited amount of time in a private or public workplace. It may be paid or unpaid depending on whether it meets the employer/employee relationship as identified in the FLSA. Work experience is considered an individualized career service and does not require an academic component.

For Youth:

Work Experience is a planned, structured, learning encounter that take place in a workplace for a limited period of time in a private or public workplace. ~~They~~  It may be paid or unpaid. ~~As with all workplace relationships labor standards and laws apply~~. Work Experience provides youth with an opportunity to explore careers and develop skills. Work Experience for youth must include a combination of academic and occupational education components. Academic component includes reading, math, or language skills. Work experience is one of the 14 Youth Program elements.

1. **Participant Screening**
2. **–criteria trainee needs to meet:**
   * Participant must be eligible for one of the WIOA training programs
   * An assessment will be completed. Assessment may be an intensive interview and/or a CIP, WIP, CASAS, CAPS (if requested by employer), and review of labor market information (LMI) will be conducted. Results should match the WE expectations
   * Participant must be appropriate for WE and able to complete the activity
   * A training plan needs to list WE and document the need for training
   * The WE agreement will be reviewed with the participant and s/he will sign on the training summary page and receive a copy
   * Participant must be in contact with CareerCenter staff and/or partners weekly throughout the WE

# Additional Requirement for Youth:

* + An academic component consisting of reading, math, or language skills must be included as part of the WE agreement for all youth, even those who are not basic skills deficient
  + The academic component may occur concurrently or sequentially with the WE inside or outside the worksite
  + The academic component may be provided by the worksite, WIOA provider, educational

facility, or any other appropriate entity; the WIOA provider will make the determination based on input from the participant, worksite, and other facility involved

* + The academic component must be math, language, reading and/or English proficiency activities that are required by most jobs that the youth participant can practice on the worksite and that are appropriate to the youth’s ability levels

# Employer Criteria:

* + Must have enough work to keep the participant engaged for the hours listed on the WE agreement
  + Ensure participant only does tasks listed in the training summary unless a change is requested
  + Participants receive the same working conditions as all other employees
  + Certifies that no member of the participant’s immediate family is engaged in an administrative capacity for the employer, or will directly supervise the participant. For the purpose of the WE agreement, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the participant’s spouse.
  + Provides adult supervision at all times and progress on training summary and academic components(for youth, if done on site) will be tracked
  + Provides the academic component for youth, when it is agreed that it will occur at the worksite
  + Immediate supervisor will sign and maintain a copy of accurate time attendance sheets on a daily basis and ensure that these sheets are accurate and that participants will not be paid for hours not worked.
  + Agrees to periodic visits by CareerCenter and/or partners and to complete weekly timesheets with participant
  + Will inform CareerCenter and or partners and participant of any problems and to work out a correction plan, if appropriate
  + May unofficially (temporarily) terminate, recommend transfer, or withdraw any WE participants under his/her authority
  + Ensures that training will not involve working on those parts of sites used for sectarian activities or religious worship
  + Assures that no WE participant will participate in any political activities
  + Ensures compliance with state and federal labor laws and assure work site safety supervision.
  + Employer has not exhibited any pattern of discrimination against protected legal classes. Classes are: Race, Color, National origin, Religion, Sex (including pregnancy, childbirth, related medical conditions, gender presentation, and sexual orientation), Disability, Age (40 and older), Citizenship status, Genetic information, Familial status (having children), Veteran status; and, in Maine: Past workers’ compensation claim, Past whistle-blowing, and Medical support notice for a child
  + Unsubsidized employees will not be terminated, laid off, or working hours reduced in anticipation of hiring WIOA participants, and no unsubsidized employee is on layoff from the same or substantially equivalent job that the participant will be placed in nor is there a hiring freeze
  + Employer shall not request nor receive compensation for providing the services described herein

# WE Agreement Conditions to Meet:

* + Conduct a review with the employment site to make sure that employer criteria will be met, especially for new companies. Employer screening items listed above may serve as the review criteria
  + Employer should sign the WE agreement prior to the participant beginning work
  + Only actual hours worked: classroom training, seminars, etc., for which the employer considers as work, will be considered hours worked; we will not pay for holidays, vacations, sick time, when participant is not on site. We will not pay “non-regular” wages such as overtime pay, shift differential, premium pay, etc.
  + Length of WE will be determined by the needs and characteristics of the participant and the conditions under which the WE agreement are developed i.e., direct hire upon completion. WE agreements will not be less than 2 weeks and will not exceed 26 weeks with the average being 8 – 12 weeks
  + ~~If a work experience is done prior to the On-the-Job-Training (OJT), then the number of weeks of the WE will count toward the total number of weeks of the OJT (Example: if there is an 8 week WE followed by an OJT, and the OJT alone would normally be written for 12 weeks, then the OJT will only be written for 4 weeks (8weeks of WE + 4 weeks of OJT = 12 weeks)~~
  + Extended WEs must be reviewed with the CareerCenter supervisor who will determine if it should be sent to the Local Workforce Development Board (LWDB) Executive Director for a waiver. Factors such as characteristics of participant, quality of training, and advancement opportunities need to be explained in the waiver request. WE may be considered as an incentive for employers to hire customers with significant barriers to employment
  + WE wages will range from minimum wage up to the entry level of the worksite position; wages will be determined by such factors as program funding, opportunities for direct hire upon completion, participant characteristics, etc.
  + Additional costs, such as supportive services, may be covered, if they are necessary for the occupation and required by the employer in order to participate in WE
  + Training summary will be developed by/with the employer
  + Tracking participant’s progress will be done by reviewing the training summary during site visits and/or other methods
  + Preference will be given to an employer whose positions fall under the LWDB sectors but this is not mandatory
  + Any dispute arising from this agreement, which is not disposed of by the mutual consent of the parties hereto, shall be decided by the LWDB executive director or his authorized representative, in accordance with the provider’s grievance procedure
  + All WEs are contingent upon the availability of funding

# Responsibilities of the WIOA Provider:

* + Pay the salary of all WE participants it assigns to the employer. Paychecks will be issued through direct deposit or mailed to the address designated by the participant
  + Payroll office will maintain records of all employee earnings
  + Participants will be covered under worker’s compensation law, and any accident incurred by participant must be reported to CareerCenter counselor within twenty-four (24) hours
  + Track WE expenditures
    - Youth programs are required to expend a minimum of **20%** of youth funds on Work Experience; however, the costs that make up the 20% may include**,** not only participant wages, **but also:**
    - Staff time spent on identifying potential work experience opportunities;
    - Staff time working with employers to develop the work experience;
    - Staff time working with employers to ensure a successful work experience;
    - Staff time evaluating the work experience;
    - Delivery of youth participant work experience orientation sessions;
    - Classroom training or the required academic education component related to the work experience; and/or
    - Delivery of work experience orientations to employers.

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# WIOA and/or Partner Staff Expectations:

* + Receive training on policy, employer/participant screening, WE agreement preparation/maintenance/closure, WE agreement modification
  + Recruit new employers for WE, as appropriate
  + Provide orientation to all immediate work site supervisors concerning their duties and responsibilities to the program and the participants
  + Complete WE agreements, get signatures, distribute copies
  + Arrange for the academic component (for youth)
  + Provide counseling services and other necessary supportive services on appropriate basis to participants
  + Monitor sites weekly and contact supervisors and participants to track and document work and academic progress

# 10. Standards-

Training provided must be in accordance with WIOA Subtitle E – Administration, Sec. 181 Requirements and Restrictions, Sec. 188 Nondiscrimination, and Sec. 194 General Program Requirements.

# ~~Direct Inquiries:~~

**~~Executive Director~~**

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