

Workforce Innovation and Opportunity Act

Work Experience & Transitional Jobs Policy

No individual in the United States may, on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation in any WIOA Title I-financially assisted program or activity, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I-financially assisted program or activity.



Equal opportunity employment/program. Auxiliary aids and services are available upon request to individuals with disabilities.

Work Experience & Transitional Jobs Policy

I.PURPOSE:

The purpose of this policy is to provide guidance to the Northeast Workforce Development Area (NEWDA) system partners and establish the Northeast Workforce Development Board (NEWDB) standards regarding the development and implementation of Transitional Jobs and Work Experience activities under the WIOA Title I Adult, Dislocated Worker and Youth programs. This policy is established in accordance with the Workforce Innovation and Opportunity Act (WIOA), the Oklahoma Office of Workforce Development (OOWD) and other applicable State and Federal laws, rules and regulations.

II.BACKGROUND:

WIOA provides for a customer-centered, job-driven workforce system that is accessible to all job seekers. The Adult, Dislocated Worker (DLW), and Youth programs provide career and training services in Oklahoma Works One-Stop Centers, as a part of the nation's American Job Center network.

WIOA funding allows the delivery of services that prepare eligible individuals for education and employment opportunities, attainment of education and/or skills training credentials, and attainment of employment with career opportunities. To accomplish this, eligible participants must be assessed to determine skills, interests, needs, and personal goals in order to create an Individual Employment Plan (IEP) for adult and dislocated workers and an Individual Service Strategy (ISS) for youth.

Work experience/transitional jobs are work-based learning activities designed to provide individuals with the work readiness skills or specific job skills necessary to attain or retain employment and enhance employability.

The Worksite Agreement is the formal agreement that outlines the work experience/transitional job. The Worksite Agreement is a three-part agreement designed to establish certain assurances and conditions that must be agreed upon between the WIOA Service Provider and the work experience Worksite, which includes, Part I: Worksite Terms and Conditions (Attachment A); Part II: Trainee Work Plan (Attachment B), and Part III: Trainee Time Sheet (Attachment C).

Legal Use of Federal Funds: WIOA funds may not be used to help employers to fill positions that promote or support the use, possession or distribution of marijuana.

III.REFERENCES:

- The Workforce Innovation and Opportunity Act (WIOA) Section 134(d)(5)
- 20 CFR § 678.430
- 20 CFR § 680.190
- 20 CFR § 680.195
- 20 CFR Preamble, Sections 680.190 and .195
- 20 CFR § 683.270
- 20 CFR § 680.840
- 20 CFR § 680.900
- Training and Employment Guidance Letter (TEGL) No. 19-16
- 29 USC § 3102
- OWDI #22-2017
- OWDI #4-2018
- TA 02-2018 Service Definitions

BABEL NOTICE: (29CFR 38.9(g)(3)): This document contains vital service information. If English is not your preferred language, please contact:

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Or,

Equal Opportunity Officer Oklahoma Office of Workforce Development Ferris Barger 900 N Portland Avenue, BT 300 Oklahoma City, OK 73107 Office: 405.208.2519 Email: ferris.barger@okcommerce.gov

To enable telephone conversation between people with speech or hearing loss and people without speech or hearing loss please call Oklahoma Relay at 711 (http://www.oklahomarelay.com/711.html) or TDD/TTY: 800-722-0353.

IV.POLICY

A work experience is type of work-based learning defined as a planned, structured learning experience that takes place in a workplace for limited period of time. Work experience may be paid or unpaid, as appropriate. A work experience or internship may take place in the private for-profit sector, the non-profit sector, or the public sector. Labor standards apply in any work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act, exists. Funds provided for work experiences/transitional jobs may not be used directly or indirectly to displace workers by filling of a job opening that is vacant because the former occupant is on strike, or is being locked out in the course of a labor dispute, or the filling of which is otherwise an issue in a labor dispute involving a work stoppage.

Transitional Jobs are a type of work-based training offered by the NEWDB as an individualized career service under WIOA adult and dislocated worker programs. Work experience/transitional jobs are available to eligible adult and dislocated workers as determined through career consultation, objective assessment and IEP. Work experience, as outlined in program element three (3) is available to eligible youth as determined through career consultation, objective assessment and ISS.

A. Adult and Dislocated Worker

The goal of a work experience/transitional jobs is to establish a work history for the individual that demonstrates success in the workplace and develops the skills that lead to entry into, and retention in, unsubsidized employment. Career Managers are responsible for determining service applicability, work experience or transitional jobs, based on individual assessment and needs/barriers.

Transitional jobs, like work experience are time-limited, wage-paid work experiences that are subsidized up to 100 percent. Like a work experience, transitional jobs can be in the public, private, or non-profit sectors. Transitional jobs are only an alternative for standard work experience when addressing special populations including individuals with barriers to employment who are "chronically unemployed" or who have an "inconsistent work history". Transitional jobs provide individuals with work experience and an opportunity to develop important workplace skills, including "soft skills" within the context of an employee-employer relationship. In addition, transitional jobs are required to be combined with comprehensive career services and supportive services.

Transitional jobs are specifically intended for persons who meet the following definitions:

i. NEWDB Definitions:

NEWDB, for the purpose of determining eligibility for Transitional Jobs, will consider that a "Chronically Unemployed" individual is a worker who:

- Is unemployed at the time of service delivery that is, at the time of referral to a Transitional
- Job; and
- Has been without work for 15 or more of the last 26 weeks.

ii. Inconsistent Work History

NEWDB interprets this term to mean a worker who, in the 12 months prior to program registration, has:

lacked steady, full-time, permanent employment.

For the purpose of determining eligibility for Transitional Jobs, we will consider that an "Inconsistent Work History" includes:

- Work that is seasonal;
- Work that is temporary;
- Work that is part-time (less than 32 hours / week; or
- Other periods of employment of less than 10 consecutive weeks.

Examples of a participant with an Inconsistent Work History would include-

- An individual who had only seasonal employment in the 12 months prior to program
- registration;
- An individual who had only temporary employment in the same period;
- An individual who had one or more part-time jobs; or
- An individual who had short period(s) of full-time, permanent employment less than 10 consecutive weeks in any single job.

An Inconsistent Work History may include a combination of seasonal, temporary, parttime, and short-term employment.

iii. Potential target groups for transitional jobs may include:

- Long-term unemployed;
- Ex-offenders;

- Individuals who are currently receiving or have exhausted Temporary Assistance for Needy Families (TANF) or Supplemental Nutrition Assistance Program (SNAP) benefits;
- Individuals with disabilities; and
- Other individuals with barriers to employment, per 29 USC § 3102 (24).

Although there is no assumption that the individual will be retained in the transitional job after the work experience is over, retention is the preferred outcome.

Per 20 CFR § 680.195, NEWDB may use up to 10 percent of combined Adult and DLW funds to provide transitional jobs to individuals. Due to the limited funding available for transitional jobs, the NEWDB Service Provider is encouraged to work with employers who are willing to contribute a percentage of the cost for the transitional job. The employer reimbursement rate for transitional jobs is determined by the NEWDB and may be up to 100 percent, depending on funding availability.

B. Youth-Work Experience

Youth Program Element Three defines work experience as a planned, structured learning experience that takes place in a workplace for a limited period of time. Work experience may be paid or unpaid, as appropriate. A work experience may take place in the private for-profit sector, the non-profit sector, or the public sector. Labor standards apply in any work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act and State law. Work experiences provide the youth participant with opportunities for career exploration and skill development.

- i. Work experiences must include academic and occupational education:
 - The educational component may occur concurrently or sequentially with the work experience;
 - The academic and occupational education component may occur inside or outside the work site;
 - The work experience employer can provide the academic and occupational component or such components may be provided separately in the classroom or through other means;
 - The Service Provider has the flexibility to decide who provides the education component;
 - The academic and occupational education component refers to contextual learning that accompanies a work experience. It includes the information necessary to understand and work in specific industries and/or occupations;
 - The Service Provider has the flexibility to determine the appropriate type of academic and occupational education necessary for a specific work experience.

ii. Categories of work experience. WIOA identifies four categories of work experience:

- Summer employment opportunities and other employment opportunities throughout the year;
- Pre-apprenticeship programs;
- Internships
- Job shadowing; and
- On-the-job training opportunities.

Note: Job shadowing, can be part of a paid work experience activity whereby an individual may be required to work alongside a permanent employee as part of the training.

Job shadowing can also be a stand-alone unpaid work experience, set-up solely as means of individual career exploration in a particular workplace or occupational area of interest. As a means of career exploration, job shadowing is typically shorter in duration, not lasting more than a few hours or a few days, and does not require a Worksite Agreement.

iii. Allowable work experience expenditures include the following:

- Wages/stipends paid for participation in a work experience;
- Staff time working to identify and develop a work experience opportunity, including staff time spent working with employers to identify and develop the work experience;
- Staff time working with employers to ensure a successful work experience, including staff time spent managing the work experience;
- Staff time spent evaluating the work experience;
- Participant work experience orientation sessions;
- Employer work experience orientation sessions;
- Classroom training or the required academic education component directly related to the work experience;
- Incentive payments directly tied to the completion of work experience; and
- Employability skills/job readiness training to prepare youth for a work experience.

TEGL No. 8-15 provides further discussion of allowable expenditures that may be counted toward the work experience expenditure requirement and articulates that program expenditures on the work experience program element can be more than just wages paid to youth in work experience.

This element is a critical component in the youth program, as this is the only element that has a minimum percentage of expenditure requirements. WIOA requires a minimum of 20% of local area youth funds to be expended on work experience. Please note that:

- Local area administrative funds not subject to 20% requirement; and
- Leveraged resources cannot count toward the 20%.

Note: Supportive services are a separate program element and cannot be counted toward the work experience expenditure requirement even if supportive services assist the youth in participating in the work experience.

C. Dislocated Worker Grant (DWG) or other Qualifying Event or Disaster Relief

Work Based Learning opportunities are available to eligible WIOA Adult, Dislocated Worker, Youth under special circumstances, such as a qualifying event or disaster. In the case of a qualifying event or disaster, federal or state entities may authorize funding for Work Based Learning as a means of re-employing affected workers and getting them back to work, retrained in a new occupation, and/or to aid in the recovery process. Work Based Learning designated under a specialized category will operate in accordance with this policy. Documentation of Work Based Learning activities under this specialized category must be identified by the project or funding

title, i.e. DWG or other. Documentation includes program notes and all required documents, forms and agreements as described in V. WORKSITE AGREEMENT of the policy.

D. Worksite Selection

Work experience will be provided utilizing various public, private, and nonprofit sector worksites (in the community where the participant resides whenever possible). Worksites with continued, unsubsidized employment potential will be the priority when placing participants. Worksite selection is based on participants interests and assessment results obtained at enrollment or through further interview of the participant.

E. Duration of Training

Each Work Experience or Transitional Jobs assignments shall be limited to no more than 520 hours. The number of hours may fluctuate based upon funding availability. Any additional work experience or transitional jobs assignments must have prior NEWDB Executive Director's approval.

F. Hourly Wage

Participants (in all WIOA programs) shall be paid not less than current minimum wage. If funding allows, the worksite's entry-level prevailing wage applicable to the assigned position may be paid.

G. Supportive Services

In accordance with the NEWDB Supportive Services policy, funding may be provided as needed to allow the individual to participate in the work experience.

- H. Job Readiness Training and Other Career Services Job readiness training, also known as short-term pre-vocational services may be offered along with the work experience to prepare individuals for unsubsidized employment or training, may include the development of:
 - Learning skills
 - Interviewing skills
 - Punctuality
 - Personal maintenance skills
 - Professional conduct skills

V. WORKSITE AGREEMENT:

A **WIOA Worksite Agreement** packet is processed for each worksite utilizing instructions given in OWDI #4-2018. Modifications to existing agreements will also be made in accordance with procedures outlined in OWDI #4-2018 and any subsequent issuances, and shall be documented using the **Section 8**. **Modification**.

The **WIOA Worksite Agreement (Attachments A)** is a three-part agreement containing:

- WIOA Worksite Terms and Conditions (Attachment A) designed to establish certain assurances and conditions that must be agreed upon between the WIOA Program and the work experience worksite;
- WIOA Trainee Work Plan* (Attachment B) indicating, for each participant assigned: the job duties/responsibilities; general work schedule; physical work location; job title;

hourly wage; and estimated training dates;

- WIOA Trainee Time Sheet/Evaluation (Attachment C) which provides a record of the actual hours worked and is utilized for payment purposes.
- A. Part I: Worksite Terms and Conditions
 - 1. WIOA Worksite Agreements (regardless of WIOA funding source) will be numbered Sequentially and are assigned by the service provider, who maintains a log of all Worksite Agreements with pertinent information. No two worksites will ever be assigned the same number. By signing the WIOA Worksite Terms and Conditions, the Worksite and the WIOA Service Provider agree to uphold the conditions listed in the document. The Worksite Representative must have the authority to enter into contracts on the Worksite's behalf.

2. Employment Eligibility and Labor Laws:

The WIOA Service Provider and the Worksite must adhere to current workplace safety guidelines and applicable federal/state wage laws. For information and resources on safety and child labor laws, consult https://www.youthrules.gov/about/index.htm and https://www.osha.gov/ youngworkers/resources.html. For information regarding the Fair Labor Standards Act (FLSA), consult https://www.dol.gov/whd/flsa/. Provisions for wages under the amendments to the FLSA apply to all participants employed under WIOA. For questions regarding wages or labor statutes, contact the Oklahoma Department of Labor Wage and Hour division by calling 1-866-487-9243 or visit their website at https://www.ok.gov/odol/Employment Issues/index.html. For Frequently Asked Questions, General Labor Law and the Child Labor Law in Oklahoma, visit https://www.ok.gov/odol/documents/WHWageLawBooklet2016.pdf. The Restrictions on employment and Occupations prohibited for children under sixteen detailed in Title 40- Child Labor Law include:

 Minors under the age of 16 years are prohibited from performing occupations related to: construction; cooking or baking; fryers or grills; hoisting devices; ladders or scaffolds; lawn mowers and weed eaters other than working for self; loading and unloading; manufacturing, mining, or processing; motor vehicles or service as helpers on vehicles; power-driven machines or equipment; public messenger service; public utilities and communications; slicers or sharp knives; transportation of persons or property by rail, highway, air, water, pipeline or other means; warehousing or storage.

3. Current State Law Provides for Workplace Education in Schools

Oklahoma's Governor signed Senate Bill 262 into state law on April 1, 2015, making this landmark legislation a national first. The law directs the Oklahoma Department of Labor to collaborate with the Oklahoma State Department of Education to provide workplace safety training to students in grades 7 through 12. See the following links for further details: <u>https://www.ok.gov/odol/Employment_Issues/Child_Labor/Senate_Bill_262/index.html</u> <u>https://www.cdc.gov/niosh/talkingsafety/states/ok/2017/Talking_Safety_OK.pdf</u>

NOTE: The WIOA Title I youth statutory minimum participation age of 14 years of age coincides with the state minimum age for employment of 14 years. Per the Oklahoma Child Labor statutes pertaining to minors under the age of 16, the WIOA Grantee and/or Service Provider must keep a list of Trainees available for review upon request containing the following information:

• Trainee name and age,

- Worksite where the Trainee is placed,
- The time of opening and closing of the establishment,
- The hours of commencing and stopping work, and
- The time allowed for meals and/or breaks for youth employees 14 to 15 years of age.

A copy of the corresponding employment certificate/work permit for each individual must be attached to the list of Trainees.

In addition, all provisions for employment eligibility verification must be followed. The **Form I-9, Employment Eligibility Verification** must be filled out according to instructions with all appropriate documentation on file. To access the form and instructions, consult <u>https://www.uscis.gov/i-9</u>. The Worksite must file the I-9 with the Worksite Agreement. The WIOA Grantee/Service Provider must upload the I-9 as a Universal Document in OKJobMatch.

4. Orientation:

Supervisor Orientation: Once the WIOA Worksite Terms and Conditions Agreement has been signed, an orientation will be provided to the Worksite supervisor(s) prior to the first Trainee placement at the Worksite. As part of the orientation, the WIOA Career Manager or authorized WIOA representative will review the New Supervisor Manual (Attachment I) with the trainee supervisor. The Worksite Supervisor(s) must sign an Orientation Acknowledgement of Receipt (Attachment E) to document orientation has been given. The receipt is then attached to the WIOA Worksite Terms and Conditions. A copy of the orientation packet must be given to the Worksite. The Worksite Orientation packet must include the following:

- Role/duties of Worksite Supervisor,
- Safety,
- Accidents, On-the-Job Injuries, and Incident Reporting,
- Sexual Harassment,
- Discrimination,
- Prohibited Activities,
- Child Labor Laws,
- Attendance and Timesheets,
- Pay and Wage Information,
- Termination,
- Trainee Evaluations, and
- Trainee Orientation to the Worksite.

Participant Orientation: An orientation will be provided to the Worksite supervisor(s) prior to the first Trainee placement at the Worksite. As part of the orientation, the WIOA Career Manager or authorized WIOA representative will review the Participant Manual (Attachment H) with the trainee. A copy of the Participant Manual must be given to the trainee.

The Participant Manual includes the following:

- Expectations
- Time/Attendance and Payroll
- Safety Guidelines
- Reporting Accident/Injury
- Terminations

• Evaluations

5. Incident Reporting:

The WIOA Service provider must require the Worksite Supervisor to document all incidents occurring at the Worksite that involve Trainees. Career Managers are required to cover the indicant reporting process with the training and the work site supervisor during the orientation process. Incidents will be documented using the WIOA Work Experience Incident Report (Attachment F). An incident may include but is not limited to:

- Trainee involvement in aggressive activities, including physical or verbal confrontations;
- Trainee leaving the Worksite without permission or notice;
- Any inappropriate behavior by a Trainee towards the Worksite Supervisor or Worksite staff, such as the usage of profanity, threats or assault;
- Drug use by the Trainee at the Worksite;
- Property theft or damage by a Trainee;
- Suspected incidents of abuse, including physical, sexual, emotional or verbal abuse, or any other mistreatment of a Trainee at the Worksite; or
- Accidents involving the Trainee that occur at the Worksite, even if no injuries were sustained.

Note: Incident reporting includes a supervisor in trainee report of a positive COVID-19 (Corona Virus) test. In the event a trainee tests positive for COVID-19, the trainee must notify the supervisor and the WIOA case manager. Trainees should follow the Center for Disease (CDC) guidelines and the State of Oklahoma ReOpening Plan for reporting to the local Health Department for contact tracing of the virus. Trainees must follow the NEWDB ReOpening Plan to self-quarantine for fourteen (14) days and seek medical treatment as prescribed by a qualified physician. Trainees testing positive for COVID-19 will not be permitted back to the worksite without a release from a qualified physician.

Case managers must maintain communication with employers about the trainees return to work, but shall not disclose any private medical information.

6. Modifications:

Section 9 (page 5) of the WIOA Worksite Terms and Conditions Agreement is only required to be attached in the event that either the Worksite Representative or the WIOA Service Provider Representative change. No other modifications may be made to the terms and conditions of the Agreement. The appropriate section on page 4 of the Agreement must be completed and new signatures acquired within 30 calendar days. Modifications do not require a new agreement number. The date of the modification must be noted in the appropriate field at the top of page 1 of the WIOA Worksite Terms and Conditions Agreement. Agreements may only be modified two times. If additional changes need to be made after the second modification, the Worksite and WIOA Service Provider must enter into a new Agreement.

7. Monitoring:

The Worksite may be desk reviewed or monitored (on-site or virtually) by the WIOA Service Provider, the NEWDB, and any State or Federal Agencies administering funds under the 2014 Workforce Innovation and Opportunity Act.

8. Required File Documentation:

All components of the Worksite Agreement, including Part I: WIOA Worksite Terms and Conditions Agreement; Part II: WIOA Trainee Work Plan; and Part III: WIOA Trainee Time Sheet/Evaluation (or alternate worksite time and attendance report) and all other supporting documents must be uploaded in OKJobMatch and originals maintained as part of the fiscal file (see OWDI 20-2017 Change 1).

B. PART II: TRAINEE WORKPLAN

The WIOA Trainee Work Plan must be completed for each Trainee placed at a Worksite. The Trainee Work Plan requires signatures from the Trainee, the Worksite Supervisor, and the WIOA Representative. These signatures ensure that all parties are aware of the conditions of the Work Plan such as, duties and responsibilities, schedule, job title, training start or end dates, etc. A copy of the WIOA Trainee Work Plan must be attached to the corresponding WIOA Worksite Terms and Conditions. In addition, a copy of the Trainee Work Plan must be uploaded to OKJobMatch.

- i. Schedules listed on the WIOA Trainee Work Plan should reflect the participant's general days and times at the Worksite Location. If the participant's schedule permanently changes from what is listed on the WIOA Trainee Work Plan, the Career Manager or authorized personnel must complete the appropriate modification field on the WIOA Trainee Work Plan and sign the modification to attest that both the Trainee and the Worksite Supervisor were consulted in the development of the modification.
- ii. The WIOA Trainee Work Plan must indicate the Trainee's physical Work Location. The Work Location indicates where the Trainee will be working and may be different from the Worksite Address. For work experience activities involving multiple Work Locations, such as in a construction site rotation or a hospital rotation, a list of all planned Work Locations must be attached to the Trainee Work Plan.
- iii. Start and end dates listed on the WIOA Trainee Work Plan are estimates and actual start and end dates based on participant time sheets must be reflected in the Service and Training Plan in OKJobMatch. The Maximum Hours field listed under the "General Training Information" is optional and is intended to set a limit on the total hours a participant can spend in a work experience.

1. Modifications:

Under certain circumstances, it may become necessary to update or modify the WIOA Trainee Work Plan. There are two categories under which a Trainee Work Plan may be modified:

- a) <u>Changing Worksites</u>: If the proposed modification to a Trainee Work Plan involves changing Worksites, then a NEW Work Plan must be completed and signed by all parties indicating the corresponding WIOA Worksite Agreement Number. Remember, a copy of the new Work Plan must be attached to the corresponding WIOA Worksite Terms and Conditions.
- b) <u>Other</u>: If a Trainee Work Plan is being modified for any other reason, such as a change in duties and responsibilities, days/hours of operation of Worksite, job title, etc.,

complete the modification section of the WIOA Trainee Work Plan and include the following information:

- Date
- Reason
- Modification

The WIOA Service Provider must sign the modification, acknowledging that both the Worksite Supervisor and the Trainee participated in its development.

C. PART III: TRAINEE TIME SHEET:

1. Time, Attendance, and Compensation:

- i. Accurate time and attendance records for each trainee must be kept by the Worksite supervisor on each Trainee. The WIOA Service Provider must complete the Trainee Information and Pay Period sections of the WIOA Trainee Time Sheet/Evaluation form (Attachment C). **Payroll Requirements/Payments.**
- WIOA Career Managers will be required to obtain an **IRS Form W-4** and a Department of
- Homeland Security Form 1-9 on each participant assigned.
- Participants will be paid on a two-week interval or, in accordance with service provider or employer payroll cycle. Pay periods will be indicated on the WIOA Trainee Time Sheet/Evaluation (Attachment C) form, which are covered during orientation and provided to the worksites. Hours worked will be recorded as per procedures outlined in this policy. Time sheets may be returned and payment delayed for reasons indicated in the Participant Handbook.

WIOA service provider staff processes all payments after receiving appropriate documents from the WIOA Case Manager. WIOA service provider also maintains an Account Tracking Sheet on each participant enrolled in work experience to record payments made and to track durational hour limits per participant. This record is available for review by the WIOA Case Manager and NEWDB Board staff at any time. At the end of the activity, the WIOA Case Manager is provided a copy of the finalized form.

- ii. Trainees will be paid only for actual hours worked. No pay will be given for lunch breaks, holidays, or absences. Under no circumstances should any Trainee work more than 40 hours in one week. Time and attendance may be recorded on time sheets provided in this policy or by the Worksite's method such as a punch time clock, computer check-in, or badge scanning system (referred to as a Worksite Time Report). If the Worksite Time Report is utilized, the WIOA Service Provider must secure a copy of the report containing the following information at the end of each pay period:
 - Worksite Name for tracking purposes, the time sheet must identify the worksite. If the electronic time recording system does not generate the name of the business, a label must be attached to the time sheet identifying the worksite prior to upload in OKJobMatch.com;
 - Worksite Address and Telephone;
 - Trainee Name;
 - Time In, Time Out and Total Hours Worked per Pay Period;

- Record of lunch break and /or rest periods 30 minutes or longer (if the Trainees are minors under the age of 16, then the time report must contain all break/rest periods regardless of duration); and
- Worksite Supervisor signature, Trainee signature and Date.

2. Obligation Sheet:

- The WIOA Career Manager must complete the information section at the top of the Work Experience Obligations Sheet (Attachment G), which includes the participant's name, PID, work experience start date, name of the worksite, work experience job title, and the participant's county of residence, number of hours, hourly wage and total wages obligated to the work experience activity. The Obligation Sheet must be uploaded with the Trainee Work Plan in OKJobMatch and both documents submitted to the fiscal department.
- The Service Provider fiscal department will complete the bottom section of the form to arrive at a total obligation for the work experience activity. The obligation sheet may be used internally as a fiscal planning tool to manage budget expenditures. Any additional obligation to work experience activity requires a separate obligation sheet for additional hours and obligation of funds.

Time and attendance records will be signed at the end of the pay period by the Trainee and the Worksite Supervisor, whose signatures will certify accuracy.

3. Errors on the WIOA Trainee Time Sheet:

In certain circumstances it might be necessary to make changes to the WIOA Trainee Time Sheet. There are two main categories of errors that may be associated with the WIOA Trainee Time Sheet.

- a) <u>Errors in Recording Time Worked</u>: Corrections made to timesheets regarding this type of error must be initialed by both the Worksite supervisor and the Trainee
- b) <u>Other Errors</u>: Corrections made regarding other errors, such as incorrect calculation of hours worked, must be initialed by the party responsible for payment. If a correction is made, the party responsible for payment must notify the Service Provider to ensure the Trainee is informed of the correction. The case manager must document in OKJobMatch Case or Program Notes in that the Trainee has been notified of the correction.

4. Trainee Evaluations:

The Worksite supervisor must schedule evaluations a minimum of three (3) times throughout the duration of the Trainee's work experience. **Attachment C**, WIOA Trainee Time Sheet/Evaluation form **(Attachment C**), has been provided as an example. The WIOA Service Provider may utilize Attachment C or create their own evaluation.

a) Work Experience Participant Evaluations

The participant will be evaluated by the Worksite supervisor at least three times throughout the duration of work experience utilizing the WIOA Trainee Time Sheet/ Evaluation form (Attachment C).

Successful Completion - The WIOA Career Manager is responsible for ensuring trainee evaluations are completed a minimum of three (3) times throughout the duration of the work experience and will utilize the results of the final evaluation as a post-assessment to determine if the participant has met the work experience goal/objective set up in their ISS/IEP.

b) Work Experience Worksite Evaluations

At the end of each participant's work experience assignment, the worksite will be evaluated (by the WIOA Career Manager) to determine the worksite's effectiveness for future use.

5. Documentation

The service provider is responsible for uploading and maintaining documentation of the WIOA Worksite Terms and Conditions, Modifications to the WIOA Worksite Terms and Conditions, the WIOA Trainee Work Plan, the WIOA Trainee Time Sheet/Evaluation form, the WIOA Work Experience Worksite Orientation, the Acknowledgement of Participant Orientation, the W-4 and I-9 with appropriate documentation, payment verification, employee/employer evaluations, and any other pertinent information. Documents validating the work experience must be uploaded in OKJobMatch.

The WIOA Career Manager is responsible for entering a detailed program note justifying the need for and specifics of the work experience, including the type, duration, work details, and wage.

VI. EQUAL OPPORTUNITY AND NONDISCRIMINATION STATEMENT:

All Recipients, and Sub recipients/Sub grantees must comply with WIOA's Equal Opportunity and Nondiscrimination provisions which prohibit discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title-I financially assisted program or activity.

VII. POLICY ADDITIONS AND CLARIFICATIONS:

The NEWDB Executive Director is authorized to issue additional instructions, guidance, approvals, forms, etc. to further implement the requirements of this policy.

VIII. ATTACHEMENTS:

- Attachment A: Worksite Terms and Conditions-Worksite Agreement
- Attachment B: WIOA Trainee Work Plan
- Attachment C: WIOA Trainee Time Sheet/Evaluation
- Attachment D: Acknowledgement of Participant Orientation Receipt
- Attachment E: Worksite Orientation Acknowledgement of Receipt
- Attachment F: WIOA Transitional Jobs and Work Experience Incident Report
 - Attachment G: Transitional Jobs and Work Experience Obligation Sheet
- Attachment H: Participant Manual
- Attachment I: New Supervisor Manual

• Attachments J-P: DWG Work Experience Documents

Approved 8/12/20 by:

Heather Smoot Northeast Workforce Development Board Chair

WEX-Transitional Jobs Attachment Page

Document Attachments: For case management service provision, review and signature, as applicable, with participant and/or ETP.

- Attachment A: Worksite Terms and Conditions-Worksite Agreement
- Attachment B: WIOA Trainee Work Plan
- Attachment C: WIOA Trainee Time Sheet/Evaluation
- Attachment D: Acknowledgement of Participant Orientation Receipt
- Attachment E: Worksite Orientation Acknowledgement of Receipt
- Attachment F: WIOA Transitional Jobs and Work Experience Incident Report
- Attachment G: Transitional Jobs and Work Experience Obligation Sheet
- Attachment H: Participant Manual
- Attachment I: New Supervisor Manual

BABEL NOTICE: (29CFR 38.9(g)(3)): This document contains vital service information. If English is not your preferred language, please contact:

Northeast Workforce Development Board Jeremy Frutchey, EO Officer 1503 N Lynn Riggs Blvd, Ste. D Claremore, OK 74017 Phone: 918.907.0902 or Cell: 405.269.2821 Email: Jeremy.frutchey@northeastworkforceboard.com

or,

State Equal Opportunity Officer Oklahoma Office of Workforce Development Ferris Barger 900 N Portland Avenue, BT 300 Oklahoma City, OK 73107 Office: 405.208.2519 Email: Ferris.barger@okcommerce.gov

To enable telephone conversation between people with speech or hearing loss and people without speech or hearing loss please call Oklahoma Relay at 711 (http://www.oklahomarelay.com/711.html) or TDD/TTY: 800-722-0353.

WIOA Worksite Agreement Number: Modified: / / Modified: / /

WIOA Worksite Agreement

Terms and Conditions

This Agreement is to provide employment and training services to eligible youth or adults (referred to as trainees) participating in a work experience authorized and funded under the Workforce Innovation and Opportunity Act (WIOA). Under this agreement, trainees will be provided work experience, which is valuable and meaningful for both trainees and the worksite. Work experience will be consistent with each trainee's capabilities and interests, and consistent with the trainee's Individual Service Strategy or Individual Employment Plan. Work experience will also aid in the development of skills and work habits, which will assist the trainee in obtaining unsubsidized employment in the future.

SECTION 1: Parties to the Agreement

Worksite	WIOA Service Provider							
Worksite:	Service Provider:							
Address:	Address:							
Representative:	Representative:							
Title:	Title:							
Telephone:	Telephone:							
	Terms of Agreement							
Start Date:	End Date:							

SECTION 2: Responsibilities

Worksite Responsibilities

The worksite agrees to uphold the following responsibilities:

- 1. Will provide meaningful, sufficient, well-planned activities designed to promote the development of positive work habits and specific skills required for obtaining future unsubsidized employment.
- 2. Will provide a safe, sanitary, and drug free environment.
- 3. Will provide adequate, full-time supervision by qualified supervisors.
- 4. Will accurately account for trainee's time and attendance.
- 5. Will provide sufficient equipment and/or materials to enable the trainee to carry out work assignments.
- 6. Will provide job orientation to all WIOA trainees related to work policies, job safety, and job expectations. The work policies and job expectations for WIOA trainees must be the same as for non-WIOA workers at the site.
- Will conduct evaluations at least three (3) times throughout the duration of the trainee's work experience as directed by the WIOA service provider and will notify the WIOA service provider of any unsatisfactory performance levels.

Northeast Workforce Development Board Attachment A

- 8. The worksite supervisor will report any incidents involving the trainee to the WIOA service provider as directed by the WIOA service provider during worksite orientation.
- 9. The trainee, supervisor, and authorized worksite official will complete any necessary on-the-job injury reports and submit to the local WIOA Service Provider in a timely manner so that medical claims can be processed for worker's compensation.
- 10. Will not discriminate in any manner or for any reason against any WIOA trainee.
- 11. Will ensure that all activities are in compliance with current Fair Labor Standards and State of Oklahoma Child Labor Laws.
- 12. No trainee will displace current employees, result in the reduction of work hours for current employees, or be placed in position where any other individual is on layoff from the same or any substantially equivalent position.
- 13. No trainee shall participate in activities that assist, promote, or deter union organizing.
- 14. No trainee shall participate in any sectarian activity pertaining to religious or political doctrines, sects, denominations, or practices.
- 15. All rules and regulations governing the WIOA program will be upheld.

WIOA Service Provider Responsibilities

The WIOA service provider agrees to uphold the following responsibilities:

- 1. Will provide each worksite supervisor with an orientation to the WIOA program prior to any trainee being placed on the worksite; and provide the following written materials:
 - A Worksite Orientation Packet,
 - A copy of the WIOA Worksite Terms and Conditions, and
 - A copy of the WIOA Trainee Work Plan.
- 2. Will inform the trainee of grievance procedures, nepotism rules, equal pay, and non-discrimination assurances.
- 3. The trainee will be covered under the worker's compensation policy of the local WIOA Service Provider.
- 4. Will pay a wage to the trainee as determined by the local board policy not less than current minimum wage and not to exceed a starting wage paid by the worksite for the position in which the trainee is placed.
- 5. Will provide guidance and counseling to trainees experiencing unsatisfactory performance.

SECTION 3: Time, Attendance, and Compensation

Accurate time and attendance records will be kept by the worksite supervisor on each trainee. Trainees will be paid only for actual hours worked, and no pay will be given for hours not worked, including lunch breaks, holidays or other absences. Under no circumstances should any trainee work overtime. If trainees work on a recognized state or federal holiday, the trainees will be paid their regular hourly wage. Time and attendance may be recorded on time sheets provided by the WIOA service provider or by the worksite's method such as a punch time clock, computer check-in, or badge scanning system (referred to as the worksite time report). If the worksite time report is utilized, a record must be given to the WIOA service provider at the end of each pay period and must contain the following information:

- Worksite Name,
- Worksite Address and Telephone,
- Trainee Name,
- Time in, Time Out & Total Hours Worked per Pay Period,
- Record of lunch break/rest periods 30 minutes or longer (breaks of short duration must be counted as hours worked and do not need to be recorded), and
- Worksite Supervisor signature, Trainee signature, and Date.

Northeast Workforce Development Board Attachment A

Time and attendance records will be signed at the end of the pay period by the trainee and the supervisor, whose signatures will certify accuracy.

Upon request of the WIOA Service Provider the worksite will release the trainee for attendance at labor market orientations, career orientations, job readiness training, or other WIOA activities.

SECTION 4: Amendments

Section 8 (page 4) of the WIOA Worksite Terms and Conditions is only required to be attached if a modification is made to the WIOA Worksite Terms and Conditions. Modifications may only be made to the WIOA Worksite Terms and Conditions in the event that either the worksite representative or the WIOA service provider representative changes. The appropriate section on page 4 of the WIOA Worksite Terms and Conditions must be completed and new signatures acquired within 30 calendar days. Modifications do not require a new agreement number. The date of the modification must be noted in the appropriate field at the top of page 1 of the WIOA Worksite Terms and Conditions. The WIOA Worksite Terms and Conditions, the WIOA worksite Terms and Conditions, the WIOA worksite Terms and Conditions, the WIOA worksite Terms and Conditions.

SECTION 5: Monitoring

It is understood that the worksite may be monitored by the WIOA service provider, the Local Workforce Development Board, and any state or federal agencies administering funds under the Workforce Innovation and Opportunity Act.

SECTION 6: Termination of Agreement

This agreement may be terminated for violation of any clause, the Workforce Innovation and Opportunity Act, or Local, State or Federal law. It may also be terminated upon two-week written notice from either party.

SECTION 7: Certification and Approval:

The signatures below constitute understanding and agreement of the terms set forth in this document. If the worksite is negligent in 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.

Worksite Representative

WIOA Service Provider Representative

Date

Date



Equal opportunity employment/program. Auxiliary aids and services are available upon request to individuals with disabilities.

WIOA Worksite Agreement Number:

SECTION 8: Modifications

Modification 1 Date:

	Worksite	WIOA Service Provider						
Worksite:		Service Provider:						
Address:		Address:						
Representative:		Representative:						
Title:		Title:						
Telephone:		Telephone:						
	Terms of Agreement							
Start Date:		End Date:						

Worksite Representative

WIOA Service Provider Representative



Equal opportunity employment/program. Auxiliary aids and services are available upon request to individuals with disabilities.

Date

Date

Date:

WIOA Worksite Agreement Number:

Modification 2

	Worksite	WIC	DA Service Provider					
Worksite:		Service Provider:						
Address:		Address:						
Representative:		Representative:						
Title:		Title:						
Telephone:		Telephone:						
	Term of Agreement							
Start Date:		End Date:						

Worksite Representative

WIOA Service Provider Representative

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Date

Date

WIOA Trainee Work Plan

A WIOA Trainee Work Plan must be attached to the WIOA Worksite Terms and Conditions for each trainee.

		Trainee Info	rmation			
Trainee Name:			Trainee Tel	ephone:		
OSL Participant ID:		Program:	Adult	DLW	\square Youth \rightarrow \square ISY \square OSY	
Emergency Contact:		Emergen	cy Contact T	elephone:		
		Worksite Info	ormation			
Worksite:						
Worksite Address:		V	/orksite Tele	ephone:		
Worksite Address.		D	ays/Hours o	f Operatio	n:	
Supervisor:		I		Telephon	e:	
Alternate Supervisor (if	Alternate Supervisor (if applicable): Telephone:					
	Gen	eral Training	Informatior	1		
Job Title:		Hourly Wage	: \$	Maxim	um Hours (optional):	
Work Schedule:						
Work Schedule: Work Location:						
			Estimated	d End Date:		
Work Location:	Du	ties and Resp		d End Date:		
Work Location:	Du			d End Date		
Work Location: Estimated Start Date:	Du		onsibilities	d End Date:		
Work Location: Estimated Start Date: 1.	Du		oonsibilities 5.	d End Date:		

I certify that the above WIOA Trainee Work Plan is correct.

Trainee Signature	Date	Worksite Supervisor Signature	Date
WIOA Representative Signature	Date	Alternate Supervisor Signature	Date

Northeast Workforce Development Board

Attachment B

If a Trainee Work Plan is being modified for any reason **other than changing Worksites**, complete the modification section below. If the Trainee is changing Worksites, a NEW Trainee Work Plan must be completed and attached to the corresponding WIOA Worksite Terms and Conditions.

Modification 1	Modification 2
Date:	Date:
Modification:	Modification:
Reason:	Reason:

I certify that the above modification information is correct, and the trainee and worksite supervisor have participated in its development.

WIOA	Repres	sentative	Signature
VVIOR	nepre.	Jentative	Jignature

Date

WIOA Representative Signature

Date



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Northeast Workforce Development Board Attachment C

Work Experience Policy & Transitional Jobs

Revised 05.13.2020

WIOA Worksite Agreement Number:

								r	Frainee I	nformation										
Trainee Name:														Particip	ban	t ID:				
Program:		dult			DL	w		n-School	Youth	□Out-of-School	Youth			Wag			\$	-		Н
-		aunt									Touth			-			+			
Worksite:								Super	visor:			-		Telep	nor	ne #:				
WIOA Title I Rep	oreser	itative/	/Title	e:						, Career Ma	nager	-		Telep	hor	ne #:				
Is this a Care	er Ex	plorati	on J	ob Sh	ado	w On	ly?	Yes 🗆	No□	If yes, fill in	the on	ly the	e da	ay(s) aı	nd ł	nours o	of Jo	b Shac	low	<i>.</i>
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Monday																				
Tuesday																				
Wednesday																				
Thursday	1			1														1		
Friday	1																			
Saturday	1																			
										Total Time Work	ked for	Wee	k 1	=						
Week 2	(mm	/dd/yy	·)					Lu	nch Peri	od (if taken)						Total	Tin	ne Wo	rke	d
	·				I	n		O	ut	In		Out	:		I	Hours		Ν	/lin	ute
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Item				Rat	ing				I	tem						Ratir	ıg			
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ponsible		1		2		3		4	9. In	tegrity				1		2		3		4
es Initiative		1		2		3		4	10. Pr	oductivity				1		2		3		4
lls Progress		1		2	L	3		4	11. W	ork Quality				1		2		3		4
bearance		1		2		3		4	1	onduct/Attitude				1		2		3		4
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		the Tra	inee	time a	nd a	attend	ance	e informat	ion for th	e pay period is true a	and cor	rect. l	ce	rtify tha	t th	e perfo	rma	nce		
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									_											
Trainee Signature -						[Date		-	Worksite Supervi	isor Sign	ature						Date		
										To Be Completed	by Title	-		ntative: S worked		-				
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WIOA Representativ	o Siano	ture	—				Date		•			нс	Juis	workeu	10 U	•		f hours '		



ACKNOWLEDGEMENT OF PARTICIPANT ORIENTATION

Acknowledgement of Receipt

I certify that I have received work readiness orientation and a copy of the Participant Handbook.

Participant's Printed Name

Participant's Signature

Career Manager's Printed Name

Career Manager's Signature

Date

Date



Equal opportunity employment/program. Auxiliary aids and services are available upon request to individuals with disabilities.

WORKFORCE INNOVATION AND OPPORTUNITY ACT

Work Experience Worksite Orientation

Worksite:	Telephone Number:
Worksite Address:	
Worksite Supervisor:	Telephone Number:
Alternate Supervisor:	Telephone Number:
Ackno	wledgement of Receipt
-	d, and understand the rules, regulations, and instructions have also received a copy of the job description(s) of the
Worksite Supervisor Signature	Date
Alternate Supervisor Signature (if applicable)	Date
WIOA Representative Signature	Date
Equal opp	OKLAHOMA works erof the americanjobcenter network ortunity employment/program. vailable upon request to individuals with disabilities.

WIOA Worksite Agreement Number:

WIOA Work Experience Incident Report

Worksite Supervisor: Please complete the following information and submit to:

		WORKSIT	E INFORMA	TION				
Worksite:								
Worksite Address:			Worksite 1	Telephor	ne:			
WORKSILE Address.			Days/Hou	rs of Ope	eration	:		
Supervisor:					Telep	hone:		
Alternate Supervisor (if a	pplicable)	:			Telep	hone:		
		TRAINEE	INFORMAT	ION				
Trainee Name:					Telep	hone:		
Trainee Address:			City:				Zip:	
		INCIDEN	T INFORMA	ΓΙΟΝ				
Location of Incident:			Date:				Time:	
Description of Incident:								
Injury Sustained:	Yes	No	Type of Inj	-				
Medical Treatment Recei	ved:	Yes No	Name of P	hysician	1:			
Physician Address:			City:				Zip:	
СОМ	PLETE THI	S SECTION ONLY IF TH	IE INCIDENT	WAS RE	EPORT	ED TO TH	E POLICE	
Police Station Name/Nun	nber:							
Police Station Address:	·		City:				Zip	
Officer Name:					Telep	hone:		
		CER	TIFICATION					
Worksite Supervisor Sign	ature:					Date:		
Trainee Signature:						Date:		

Equal opportunity employment/program.

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WORK EXPERIENCE OBLIGATIONS

NAME:	 PID:	START DATE:
WORKSITE:	 	
JOB TITLE:	COUNTY:	

	# HOURS	HOURLY WAG	BE	TOTAL WAGES
Obligated		x	=	\$0.00
Actual		x	=	\$0.00

TO BE COMPLETED BY OFFICE:

	(Obligated)	(Actual)		
FICA				
MEDICARE				
W/C				

Operations	Manager	Signature
• • • • • • • • •		e.g

Fiscal Approval Signature

Date

Date

TOTAL OBLIGATION TOTAL EXPENDED DEOBLIGATED

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PARTICIPANT ORIENTATION

Expectations

What can I expect?

- Earn income.
- > Determine personal career goal or pathway based on results of career assessment and exploration.
- > Develop positive work habits and attitudes.
- ➢ Gain exposure to educational and career opportunities.
- Learn job search skills and life skills.
- > Develop an individual strategy for attaining educational and career goals.
- > Earn bonus payments for attainment of specific skills and credentials.

What does my Career Manager expect of me?

- > Attend orientation and workshops scheduled by Career Manager.
- Earn a positive evaluation from your supervisor.
- > Learn and develop new skills from training provided by your supervisor.
- > Develop team building and leadership skills.
- Participate in academic enrichment activity if you are not in school and have not received a high school diploma or GED.
- > Follow worksite rules and supervisor instructions.
- Communicate openly and professionally with supervisor, co-workers, and Career Manager.
- Inform Career Manager of changes in your situation including address, phone number, or issues that affect your work experience activity.

What does my employer/supervisor expect of me?

- > Be on the job every day you are scheduled to work. Be dependable.
- In case of illness or unexpected emergency, call your supervisor as soon as possible to inform him/her if you must be absent. Do not wait until time for your shift to begin.
- Be punctual. Call your supervisor when emergencies make it necessary for you to be late, and tell your supervisor your expected arrival time. (You will not be paid for time missed.)
- Be responsible for completing assigned tasks satisfactorily.
- > Ask questions when you are unsure how to do something.
- Be open to direction and instructions.
- Cooperate with supervisor and co-workers. Be a team player.
- Show initiative. Upon completion of assigned tasks, volunteer for the next task or project.
- > Display appropriate, professional attitude and behavior.
- > Abide by workplace rules and procedures regarding lunch hours, personal telephone calls, breaks, smoking, etc.
- Abide by safety rules and regulations.
- > Arrive at work clean, well-groomed, and appropriately dressed.

Time/Attendance and Payroll

- Pay periods are every two weeks. Your supervisor will complete timesheets. The timesheet must be emailed to the Career Manager assigned to the worksite as soon as the hours for the pay period have been completed, no later than 5:00 PM, to allow time for processing.
- > Do not call about your paycheck until a week after the pay period has ended.
- You will be paid only for hours worked and will not be paid for holidays, vacations, sick days, work place closures, or lunch breaks.
- > Work hours are not to exceed 40 hours per week and no overtime will be paid.
- > Timesheets must be signed and dated in ink. Do not use white-out or scribble through mistakes.

Northeast Workforce Development Board Attachment H

- Unless other arrangements are made with the trainee, pay checks will be made by Direct Deposit. If Direct Deposit is not set up by the trainee, the trainee must notify the Career Manager so that he/she may notify the fiscal department that a paper check must be mailed to the trainee's home address or payment can be loaded onto a pay-card. To prevent delays in the delivery of the trainee's check the trainee must notify the Case Manager of any changes to his/her address.
- > Appropriate state and federal withholdings will be deducted from your wages.
- The supervisor, not you, is responsible for recording hours on your timesheet. Your signature on your timesheet establishes that you have reviewed the timesheet and the hours are correct. If corrections to hours reported are required, your supervisor must make the correction. Your initial will indicate that you acknowledge and agree with the correction.
- > Falsification of hours worked is grounds for immediate dismissal from the job.

Safety Guidelines

Accident prevention is of primary importance in all phases of operation and administration. Your worksite is responsible for providing safe and healthy working conditions. Each workplace has established safety rules. Your supervisor will discuss those with you during your worksite orientation. In addition to those safety rules specific to your workplace, the following recommendations should be observed to further ensure safety on the job:

- Remove finger rings before working around moving machinery or electrical equipment and while handling heavy objects.
- Obey all worksite rules, governmental regulations, signs, markings, and instructions. Be particularly familiar with those that apply directly to you. If you don't know, ask.
- When lifting, use approved lifting techniques (bend your knees, grasp the load firmly and then raise the load keeping your back as straight as possible). Straightening your legs does the lifting.
- Do not become involved in horseplay. Horseplay and practical jokes frequently cause serious injury and are not permitted on the job.
- Do not distract or startle fellow workers while they are working.
- Avoid unnecessary talking, shouting, or other loud noises that may take the attention of other employees away from their work and create a safety hazard to you and others.
- Always use the right tools and equipment for the job. Use them safely and only when authorized.
- Do not run in the worksite's building or across the worksite's outside property.
- Do not stand on chairs, tables, or desks to obtain articles that may be out of reach.
- Keep desk and file cabinet drawers closed when not in use to avoid tripping or striking.
- The sale or use of drugs and/or intoxicating beverages on the job is strictly prohibited. You may be checked for drugs and/or alcohol if you are injured and go to a medical facility for treatment.
- Do not wear baggy or loose-fitting clothes around machinery.
- Long hair should be worn behind the neck when working around machinery.

REMEMBER, SAFETY IS EVERYBODY'S BUSINESS – MAKE IT YOURS!

Reporting Accident/Injury

If you are involved in any accident on the job, whether it results in injury or not, alert your worksite supervisor immediately. In case of injury you should notify someone immediately and get first aid promptly. Your worksite supervisor has been given written instructions on how to handle the situation in case of injury on the job. He/she will call your

Northeast Workforce Development Board Attachment H

emergency contact and see that you receive medical attention immediately. As soon as possible after that, your supervisor will report the injury or incident to your Career Manager.

Termination Procedures

Your supervisor and your Career Manager are dedicated to providing an environment that allows you to be successful on the job. On occasions that require disciplinary action, however, your supervisor will use the following three-step policy:

- 1. Verbal Warning
- 2. Written Warning
- 3. Termination

Certain violations may require immediate dismissal, however:

- Selling or using drugs or alcohol on the job
- Stealing or intentional destruction of property
- Falsifying time/attendance records
- Fighting
- Physical, sexual, verbal abuse of co-workers or supervisor
- Zero tolerance rules specific to the worksite

Evaluations

Your supervisor will be asked to conduct structured evaluations of your progress during your work experience participation. These evaluations will give you an opportunity to not only receive valuable constructive criticism that gives guidance for improvement, but also to acknowledge your strengths. Evaluations will cover foundation skills, which are common to all jobs, and specific workplace and career skills, which are specific to your duties and responsibilities at your worksite.

The following skills will be included in your evaluation:

Work Ethic and Professionalism

- Attendance and Punctuality
- Workplace Appearance
- Accepting Direction and Constructive Criticism
- Motivation and Taking Initiative
- Understanding Workplace Culture, Policy, and Safety

Communication and Interpersonal Skills

- Following Directions
- Responsibility
- Skills Progress
- Productivity
- Work Quality
- Conduct/Attitude

Northeast Workforce Development Board Attachment H

BABEL NOTICE: (29CFR 38.9(g)(3)): This document contains vital service information. If English is not your preferred language, please contact:

Northeast Workforce Development Board Jeremy Frutchey, EO Officer 1503 N Lynn Riggs Blvd, Ste. D Claremore, OK 74017 Phone: 918.907.0902 or Cell: 405.269.2821 Email: Jeremy.frutchey@northeastworkforceboard.com

or,

State Equal Opportunity Officer Oklahoma Office of Workforce Development Ferris Barger 900 N Portland Avenue, BT 300 Oklahoma City, OK 73107 Office: 405.208.2519 Email: Ferris.barger@okcommerce.gov

To enable telephone conversation between people with speech or hearing loss and people without speech or hearing loss please call Oklahoma Relay at 711 (http://www.oklahomarelay.com/711.html) or TDD/TTY: 800-722-0353.

The NEWDB and all partners maintain: No individual in the United States may, on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation in any WIOA Title I-financially assisted program or activity, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I-financially assisted program or activity.



WORK EXPERIENCE

SUPERVISOR ORIENTATION



Roles and Duties of Work Site Supervisor

- To provide exposure to career opportunities
- To provide adequate, full-time supervision
- To provide a safe work environment
- To teach job specific and work readiness skills
- To provide all needed tools and equipment needed for job
- To provide positive work-based mentorship experiences
- To record and submit required documentation including timesheets, evaluations, etc.
- To maintain communication with the Career Manager

Safety

All worksites must provide a safe, sanitary, and drug-free environment. Participants are to be trained and advised regarding safety on the job. The worksite will provide all required safety equipment. All state and federal laws and safety regulations must be upheld at the worksite.

Accidents, On the Job Injuries and Incident Reporting

Following emergency procedures, the supervisor should immediately contact the Oklahoma Works Career Manager. A written report must be submitted as soon as possible using the WIOA Work Experience Incident Report. An incident may include:

- Trainee involvement in fighting
- Trainee leaving the worksite without permission
- Inappropriate behavior such as threats, profanity, abuse, or insubordination
- Suspected incidents of physical, sexual, or verbal abuse or any mistreatment of a trainee at the worksite
- Property theft or damage
- Drug or alcohol use at the worksite
- Accidents involving the trainee even when no injuries are sustained

Oklahoma Works ensures that work experience participants are covered by Worker's Compensation Insurance. Supervisors are responsible for completing and submitting the WIOA Work Experience Incident Report to the Career Manager. In addition, the supervisor must notify the Career Manager immediately by phone or email in case of injury. The WIOA Career Manager will then complete the Injury Report Form and submit for review.

Sexual Harassment and/or Discrimination Policy

It is the policy of the NEWDB that all employees have a right to work in an environment free of discrimination and unlawful harassment. The NEWDB and all partners maintain: No individual in the United States may, on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation in any WIOA Title I-financially assisted program or activity, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I-financially assisted program or activity.

Unlawful harassment in any form, including verbal, physical and visual conduct, threats, demands and retaliation is prohibited.

Northeast Workforce Development Board Attachment J

Harassment

Includes but is not limited to:

- Verbal conduct such as epithets, derogatory comments, slurs, unwanted sexual advances, invitations, or comments;
- Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;
- Physical conduct such as assault, unwanted touching, blocking normal movement, or interfering with work directed at an employee because of the employee's sex or race or any other protected basis;
- Threats or demands to submit to sexual requests in order to keep a job or avoid some other loss, and offers of job benefits in return for sexual favors; and
- Retaliation for having reported or threatened to report harassment.

Prohibited Activities

- No participant may be employed to support any religious, anti-religious, or political activities.
- No employer is allowed to supervise a member of his/her immediate family.
- Participants may not use personal vehicles to perform work activities.
- No trainee shall participate in activities that assist, promote, or deter Union organizing.

Child Labor Laws

The worksite will ensure that all activities are in compliance with current Fair Labor Standards and State of Oklahoma Child Labor Laws. The State of Oklahoma Child Labor Laws is applicable to minors under 16 years of age.

https://www.ok.gov/odol/documents/WHWageLawBooklet2016.pdf

Worksite Agreement

The worksite should comply with the WIOA Trainee Work Plan as closely as possible. If changes need to be made to the work schedule, the work location, or the duties and responsibilities, the supervisor must notify the Career Manager of such changes so that the Trainee Work Plan can be modified. A copy of the Worksite Agreement, including the Terms and Conditions and the WIOA Trainee Work Plan, must be kept in at the worksite.

Time & Attendance Recording

Worksite supervisor/alternate supervisor is responsible for completing and submitting the WIOA Trainee Timesheet.

- The timesheet must be signed and dated by both the supervisor and the participant
- Trainees will be paid only for hours worked and will not be paid for vacations, sick days, work place closures, or lunch breaks/rest periods lasting 30 minutes or longer. (Breaks of short duration must be counted as hours worked and do not need to be recorded on the timesheet.)
- Time and attendance will be recorded on WIOA Trainee Timesheets provided by Career Manager.
- Time must be rounded out to the nearest quarter hour.
- Do not use whiteout. Corrections made to timesheets involving errors in recording time worked must be initialed by both the worksite supervisor and the trainee.
- Pay periods end on Friday every two weeks. At the close of the pay period the timesheets must be submitted as follows: Timesheets must be emailed to the Work Experience site Case Manager assigned to the Worksite as soon as the hours have been completed, no later than 5:00 PM on the Friday ending the pay period. This allows for processing time sheets and entering data into the system by 10:00 AM on the Monday after the pay period ends.

Pay and Wage Information

- Unless other arrangements are made with the trainee, pay checks will be made by Direct Deposit. If Direct Deposit is not set up by the trainee, the trainee must notify the Career Manager so that he/she may notify the fiscal department that a paper check must be mailed to the trainee's home address or payment can be loaded onto a pay-card. To prevent delays in the delivery of the trainee's check the trainee must notify the Case Manager of any changes to his/her address.
- Participants (in all WIOA programs) shall be paid not less than current minimum wage. If funding allows, the worksite's entry-level prevailing wage applicable to the assigned position may be paid.

Termination Procedures

The NEWDB recommends the use of a three-step policy for disciplinary action. (This policy is not intended to supersede existing workplace disciplinary and termination policies.)

- 1. Verbal Warning
- 2. Written Warning
- 3. Termination

The worksite supervisor should consult with the Career Manager at the first sign of a problem and notify the Career Manager when disciplinary action is being taken. If the infraction is threatening or of a serious nature, the worksite supervisor should take immediate disciplinary action and contact the appropriate authorities as necessary. The Career Manager should be contacted as soon as possible.

At each step of the disciplinary process, the supervisor should complete the WIOA Work Experience Incident Report and submit it to the Career Manager.

Trainee Evaluations

The WIOA Career Manager is responsible for ensuring trainee evaluations are completed a minimum of three (3) times throughout the duration of the work experience and will utilize the results of the final evaluation as a post-assessment to determine if the participant has met the work experience goal/objective set up in their ISS/IEP.

Trainee Orientation at Worksite/Other Training

The worksite is required to provide job orientation to Work Experience trainees. The worksite orientation should include information related to work policies, job safety, job expectations, work schedule, etc. The work policies and job expectations for trainees must be the same as for regular employees at the worksite.

Occasionally, Work Experience trainees may be required to miss work to attend training activities away from the worksite such as workshops, academies, or summits. The Career Manager will notify the supervisor of those required training activities and time and attendance will be recorded at the training activities. The worksite supervisor will record only hours on the job.

BABEL NOTICE: (29CFR 38.9(g)(3)): This document contains vital service information. If English is not your preferred language, please contact:

Northeast Workforce Development Board

Northeast Workforce Development Board Attachment J Jeremy Frutchey, EO Officer 1503 N Lynn Riggs Blvd, Ste. D Claremore, OK 74017 Phone: 918.907.0902 or Cell: 405.269.2821 Email: Jeremy.frutchey@northeastworkforceboard.com

or,

State Equal Opportunity Officer Oklahoma Office of Workforce Development Ferris Barger 900 N Portland Avenue, BT 300 Oklahoma City, OK 73107 Office: 405.208.2519 Email: Ferris.barger@okcommerce.gov

To enable telephone conversation between people with speech or hearing loss and people without speech or hearing loss please call Oklahoma Relay at 711 (http://www.oklahomarelay.com/711.html) or TDD/TTY: 800-722-0353.

The NEWDB and all partners maintain: No individual in the United States may, on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation in any WIOA Title I-financially assisted program or activity, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I-financially assisted program or activity.

WIOA Worksite Agreement Number:

Modified: / / Modified: / /

WIOA Worksite Agreement

Humanitarian Relief Worker

Terms and Conditions

This Agreement is to provide employment and training services to eligible individuals funded under the Oklahoma National Dislocated Worker Grant (DWG) for Humanitarian Aid, through the Workforce Innovation and Opportunity Act (WIOA). Under this agreement, the DWG Participant(s) will be provided temporary disaster relief employment, which is valuable and meaningful for both DWG Participants and the worksite. The temporary employment will be consistent with each DWG Participant's capabilities and interests, and consistent with the DWG Participant's Individual Service Strategy or Individual Employment Plan. The temporary employment will also aid in the development of additional skills and work habits, which will assist the DWG Participant in obtaining unsubsidized employment in the future.

SECTION 1: Parties to the Agreement

	Worksite	WIOA Service Provider
Worksite:		Service Provider:
Address:		Address:
Doprocontativo		Depresentative
Representative:		Representative:
Title:		Title:
Telephone:		Telephone:
	Terms	of Agreement
Start Date:		End Date:

SECTION 2: Responsibilities

Worksite Responsibilities

The worksite agrees to uphold the following responsibilities:

- 16. Will provide meaningful, sufficient, well-planned activities designed to promote the development of positive work habits and specific skills required for obtaining future unsubsidized employment.
- 17. Will provide a safe, sanitary, and drug free environment.
- 18. Will provide adequate, full-time supervision by qualified supervisors.
- 19. Will accurately account for DWG Participant's time and attendance.
- 20. Will provide sufficient equipment and/or materials to enable the DWG Participant to carry out work assignments.

Northeast Workforce Development Board

- 21. Will provide job orientation to all WIOA DWG Participants related to work policies, job safety, and job expectations. The work policies and job expectations for WIOA DWG Participants must be the same as for non-WIOA workers at the site.
- 22. Will conduct evaluations each pay period, as part of the timesheet, throughout the duration of the DWG Participant's temporary employment placement as directed by the WIOA service provider and will notify the WIOA service provider of any unsatisfactory performance levels.
- 23. The worksite supervisor will report any incidents involving the DWG Participant to the WIOA service provider as directed by the WIOA service provider during worksite orientation.
- 24. The DWG Participant, supervisor, and authorized worksite official will complete any necessary on-the-job injury reports and submit to the local WIOA Service Provider in a timely manner so that medical claims can be processed for worker's compensation.
- 25. Will not discriminate in any manner or for any reason against any WIOA DWG Participant.
- 26. Will ensure that all activities are in compliance with current Fair Labor Standards and State of Oklahoma Child Labor Laws.
- 27. No DWG Participant will displace current employees, result in the reduction of work hours for current employees, or be placed in position where any other individual is on layoff from the same or any substantially equivalent position.
- 28. No DWG Participant shall participate in activities that assist, promote, or deter union organizing.
- 29. No DWG Participant shall participate in any sectarian activity pertaining to religious or political doctrines, sects, denominations, or practices.
- 30. All rules and regulations governing the WIOA program will be upheld.

WIOA Service Provider Responsibilities

The WIOA service provider agrees to uphold the following responsibilities:

- 6. Will provide each worksite supervisor with an orientation to the WIOA program prior to any DWG Participant being placed on the worksite; and provide the following written materials:
 - A Worksite Orientation Packet,
 - A copy of the WIOA Worksite Terms and Conditions, and
 - A copy of the WIOA DWG Participant Work Plan.
- 7. Will inform the DWG Participant of grievance procedures, nepotism rules, equal pay, and non-discrimination assurances.
- 8. The DWG Participant will be covered under the worker's compensation policy of the local WIOA Service Provider.
- 9. Will pay a wage to the DWG Participant as determined by the local board policy not less than current minimum wage and not to exceed a starting wage paid by the worksite for the position in which the DWG Participant is placed.
- 10. Will provide guidance and counseling to DWG Participants experiencing unsatisfactory performance.

SECTION 3: Time, Attendance, and Compensation

Accurate time and attendance records will be kept by the worksite supervisor on each DWG Participant. DWG Participants will be paid only for actual hours worked, and no pay will be given for hours not worked, including lunch breaks, holidays or other absences. Under no circumstances should any DWG Participant work overtime. If DWG Participants work on a recognized state or federal holiday, the DWG Participants will be paid their regular hourly wage. Time and attendance may be recorded on time sheets provided by the WIOA service provider or by the worksite's method such as a punch time clock, computer check-in, or badge scanning system (referred to as the worksite time report). If the worksite time report is utilized, a record must be given to the WIOA service provider at the end of each pay period and must contain the following information:

Northeast Workforce Development Board Attachment K

- Worksite Name,
- Worksite Address and Telephone, •
- DWG Participant Name, •
- Time in, Time Out & Total Hours Worked per Pay Period, .
- Record of lunch break/rest periods 30 minutes or longer (breaks of short duration must be counted as hours worked and do not need to be recorded), and
- Worksite Supervisor signature, DWG Participant signature, and Date.

Time and attendance records will be signed at the end of the pay period by the DWG Participant and the supervisor, whose signatures will certify accuracy. Upon request of the WIOA Service Provider the worksite will release the DWG Participant for attendance at labor market orientations, career orientations, job readiness training, or other WIOA activities.

SECTION 4: Amendments

Section 8 (page 4) of the WIOA Worksite Terms and Conditions is only required to be attached if a modification is made to the WIOA Worksite Terms and Conditions. Modifications may only be made to the WIOA Worksite Terms and Conditions in the event that either the worksite representative or the WIOA service provider representative changes. The appropriate section on page 4 of the WIOA Worksite Terms and Conditions must be completed and new signatures acquired within 30 calendar days. Modifications do not require a new agreement number. The date of the modification must be noted in the appropriate field at the top of page 1 of the WIOA Worksite Terms and Conditions. The WIOA Worksite Terms and Conditions may only be modified two times and if additional changes need to be made after the second modification, the Worksite and WIOA service provider must enter into a new WIOA Worksite Agreement.

SECTION 5: Monitoring

It is understood that the worksite may be monitored by the WIOA service provider, the Local Workforce Development Board, and any state or federal agencies administering funds under the Workforce Innovation and Opportunity Act.

SECTION 6: Termination of Agreement

This agreement may be terminated for violation of any clause, the Workforce Innovation and Opportunity Act, or Local, State or Federal law. It may also be terminated upon two-week written notice from either party.

SECTION 7: Certification and Approval:

The signatures below constitute understanding and agreement of the terms set forth in this document. If the worksite is negligent in 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.

Worksite Representative

WIOA Service Provider Representative



Equal opportunity employment/program. Auxiliary aids and services are available upon request to individuals with disabilities.

Date

SECTION 8: Modifications

Modification 1

Date:

	Worksite	WIOA Service Provider					
Worksite:		Service Provider:					
Address:		Address:					
Representative:		Representative:					
Title:		Title:					
Telephone:		Telephone:					
	Terms of A	Agreement					
Start Date:		End Date:					

Worksite Representative

WIOA Service Provider Representative

OKLAHOMA WORKS

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Date

Date:

Modification 2

	Worksite	WIOA	Service Provider
Worksite:		Service Provider:	
Address:		Address:	
Representative:		Representative:	
Title:		Title:	
Telephone:		Telephone:	
	Term of A	greement	
Start Date:		End Date:	

Worksite Representative

WIOA Service Provider Representative



Equal opportunity employment/program. Auxiliary aids and services are available upon request to individuals with disabilities.

Date

WIOA DWG Participant Work Plan

A WIOA DWG Participant Work Plan must be attached to the WIOA Worksite Terms and Conditions for each DWG Participant. A full job description should also be provided by the worksite.

	DW	/G Participan	t Informatior	n				
DWG Participant Name:			DWG Pa Telephone:	articipant				
OSL Participant ID:		Program:	Adult	\Box DLW \Box Youth \rightarrow \Box ISY \Box OSY				
Emergency Contact:		Emergency Contact Telephone:						
		Worksite Inf	ormation					
Worksite:								
Worksite Address:		N	ephone:					
		[Days/Hours of Operation:					
Supervisor:				Telephone:				
Alternate Supervisor (if	applicable):			Telephone:				
	Ge	neral Training	g Informatior	1				
Job Title:		Hourly Wag	e: \$	Maximum Hours (optional):				
Work Schedule:								
Work Location:								
Estimated Start Date:			Estimated	d End Date:				
	D	uties and Res	ponsibilities					
1.			5.					
2.			6.					
3.			7.					
4.			8.					

I certify that the above WIOA DWG Participant Work Plan is correct.

DWG Participant Signature	Date	Worksite Supervisor Signature	Date
WIOA Representative Signature	Date	Alternate Supervisor Signature	Date

If a DWG Participant Work Plan is being modified for any reason **other than changing Worksites**, complete the modification section below. If the DWG Participant is changing Worksites, a NEW DWG Participant Work Plan must be completed and attached to the corresponding WIOA Worksite Terms and Conditions.

Modification 1	Modification 2
Date:	Date:
Modification:	Modification:
Reason:	Reason:

I certify that the above modification information is correct, and the DWG Participant and worksite supervisor have participated in its development.

WIOA Representative Signature

Date

WIOA Representative Signature

Date



Equal opportunity employment/program. Auxiliary aids and services are available upon request to individuals with disabilities.

Northeast Workforce Development Board Attachment M

2020 Disaster Recovery DWG

Revised 08.13.2020

WIOA Worksite Agreement Number:

						WIC	JA	JWG		ipant Time S	neet									
	at Name								DWG P	articipant			-							
DWG Participa	nt Name	e:											Р	articip	ant	ID:				
Program: Worksite:	□ Adult □				LW □In-School Youth Supervisor:		□Out-of-School Youth			Wage Rate: Telephone #:				\$		-	Hrly			
-	IOA Title I Representative/Title:						, Career Ma	nager			Teleph									
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ACKNOWLEDGEMENT OF PARTICIPANT ORIENTATION

Acknowledgement of Receipt

I certify that I have received work readiness orientation and a copy of the Participant Handbook.

Participant's Printed Name

Participant's Signature

Career Manager's Printed Name

Career Manager's Signature

Date

Date



Equal opportunity employment/program. Auxiliary aids and services are available upon request to individuals with disabilities.

WORKFORCE INNOVATION AND OPPORTUNITY ACT

Humanitarian Relief Worker

Worksite Orientation

Worksite:	Telephone Number:
Worksite Address:	
Worksite Supervisor:	Telephone Number:
Alternate Supervisor:	Telephone Number:

Acknowledgement of Receipt

This is to certify that I have received, read, and understand the rules, regulations, and instructions contained in this orientation manual. I have also received a copy of the job description(s) of the client(s) whom I will be supervising.

Worksite Supervisor Signature

Alternate Supervisor Signature (if applicable)

WIOA Representative Signature



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Date

Date

Nevised 08.13.2020

WIOA Worksite Agreement Number:

WIOA DWG Incident Report

Worksite Supervisor: Please complete the following information and submit to:

		WORKSIT	E INFORMA	TION				
Worksite:								
Worksite Address:			Worksite 7	Felephor				
Worksite Address.			Days/Hours of Operation:					
Supervisor:					Telepho	one:		
Alternate Supervisor (if a	pplicable):			Telepho	one:		
		DWG PARTICI	PANT INFO	RMATIO	N			
DWG Participant Name:					Telepho	one:		
DWG Participant Address:			City:				Zip:	
		INCIDEN	T INFORMA	ΓΙΟΝ				
Location of Incident:			Date:				Time:	
Description of Incident:								
Injury Sustained:	Yes	No No	Type of Inj	jury:				
Medical Treatment Recei	ved:	Yes No	Name of P	hysician	:			
Physician Address:			City:				Zip:	
СОМ	PLETE TH	IS SECTION ONLY IF TH	IE INCIDENT	WAS RE	PORTE	D TO TH	E POLICE	
Police Station Name/Nur	nber:							
Police Station Address:			City:				Zip	
Officer Name:					Teleph	one:		
		CER	TIFICATION					
Worksite Supervisor Sign	ature:				C	Date:		
DWG Participant Signatu	re:				C	Date:		

Equal opportunity employment/program.

Auxiliary aids and services are available upon request to individuals with disabilities.

