
WIOA Work Experience

PURPOSE

The purpose of this policy is to provide direction and guidance in administering Work Experience (WEX) to Workforce Innovation Opportunity Act (WIOA) Adults, Dislocated Workers and Youth.

BACKGROUND

An internship or work experience for WIOA Adults and Dislocated Workers is an individualized career service within Career Services and is defined as a planned structured learning experience that takes place in the workplace for a limited period of time. An internship or work experience may be paid or unpaid.

For the WIOA youth program, work experience is similarly defined with the additional requirement that paid and unpaid work experience must include academic and occupational education. The WIOA places a priority on providing youth with occupational learning priorities and requires local areas spend at least 20 percent of their WIOA youth formula allocation on work experience, which may include wages and staffing costs for the development and management of work experience.

WIOA permits local areas to offer transitional jobs which are limited work experiences that are subsidized for those individuals with barriers to employment because of chronic unemployment or inconsistent work history. The Pacific Gateway Workforce Development Board (WDB) has not authorized the use of this activity at this time.

POLICY

WEX is designed to promote the development of good work habits and basic work skills for individuals who have never worked, have very limited occupational exposure or have been out of the labor force for an extended period of time.

WEX may be in the private for profit sector, the non-profit sector or the public sector. WEX may be paid or unpaid and must be consistent with the Fair Labor Standards Act and other applicable laws.

WEX is not designed to replace an existing employee or position. WEX wages are paid directly to the WEX participant and not the WEX employer. Employers are not monetarily compensated. Labor standards apply in any WEX where an employee/employer relationship exists, as defined by the Fair Labor Standards Act.

A. Participant Eligibility

All WEX participants must meet WIOA program eligibility requirements, be enrolled into the respective WIOA program, and have received an assessment resulting in the development of an

Individual Service Strategy (ISS) or Individual Employment Plan (IEP) that documents the participant's need and benefit for WEX.

B. Employer Eligibility

The Program Manager is responsible for verifying all contract requirements have been met and must approve all WEX employers and worksites before participants begin training.

C. Duration and Funding Limits

Participation in WEX is based on the participant's needs and skill sets. The duration of WEX should be based on the following factors:

- Objectives of the WEX
- Length of time necessary for the participant to learn the skills identified
- Quality and quantity of meaningful work activities
- WEX budget

WEX is subject to a maximum funding limit of \$7,500.

D. Compensation

Participants enrolled in a paid WEX shall be compensated at an hourly wage not less than the State or local minimum wage. The following factors should be considered when determining the participant's hourly wage:

- Participant's skill set and skill level
- Type of work performed
- Required skill set for the WEX
- Training objectives

Participants shall only be paid for the hours worked during the WEX and documented on the participant's timesheet. WEX participants cannot be paid for lunch breaks or vacation time. WEX participants are not authorized to work overtime.

E. WEX Agreement

The WEX Agreement must be used for all WEX assignments. A single WEX Agreement may be written for a group training with a single training site provided the working conditions, job description, training plan, wage rates and terms of the Agreement are the same for all participants covered by the Agreement.

The WEX Agreement details the specific guidelines that must be followed by the employer, participant and Pacific Gateway. WEX agreements must be fully approved by the WDB Director and employer and signed by all parties prior to the start of the WEX. WEX agreements may be modified.

All modifications must be in writing and signed by all parties prior to the effective date of the modification. Verbal modifications of WEX agreements are not valid.

F. Monitoring

WIOA program staff must ensure regular and on-going monitoring and oversight of WEX. Monitoring may include on-site visits and phone/email communication with the employer/trainer

and participant to review the participant's progress in meeting training plan objectives. Any deviations from the WEX agreement should be dealt with promptly.

WEX participant's training and payroll records may be reviewed by Federal, State and Pacific Gateway fiscal and program monitors. These entities have the right to access, examine and inspect any site where any phase of the WEX program is be conducted. Proper WEX documentation must be maintained in such a way to facilitate an audit. WEX training and payroll records must be maintained for seven (7) years after the participant's conclusion of WIOA enrollment activities.

REFERENCES

- WIOA Section 129 (c)(2)(C)
- WIOA Section 134 (c)(2)(A)
- WIOA Section.188 (a)(2) and (3)
- Title 20 CFR 680.180
- Title 20 CFR 680.190
- Workforce Services Directive WSD16-01 "WIOA Youth Program Requirements" (July 6, 2016)

INQUIRIES

For questions or assistance related to this policy, please contact the Pacific Gateway Workforce Investment Network staff at (562) 570-3748.

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