


Date: September 9, 2014

To: Pacific Gateway Workforce Investment Network Staff

From: Nick Schultz
WIB Executive Director 

Subject: **POLICY MEMORANDUM: WDB-29A**
WORK EXPERIENCE POLICY

EFFECTIVE DATE

This policy supersedes the July 1, 2009 policy, removes references to the American Recovery and Reinvestment Act (ARRA) and updates the Executive Director. This policy is effective upon date of issuance.

PURPOSE

The purpose of this policy is to provide direction regarding the administration of Work Experience (WEX) by the Pacific Gateway Workforce Investment Network for Adults and Dislocated Workers participating in Workforce Investment Act programs and other funding sources as applicable.

WEX is a planned, structured learning experience that takes place in a workplace for a limited period of time. WEX may be paid or unpaid, as appropriate. A WEX may be in the private for profit sector, the non-profit sector, or the public sector. For the purpose of this training agreement, private non-profit would be considered public.

POLICIES AND PROCEDURES

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

Participation in WEX is designed to be short term in nature and is limited to six (6) months. It is based on the needs of the participant and the occupation in which the experience is obtained. This information must be documented in the Individual Employment Plan (IEP) and the participant's electronic file (e-file).

Eligibility Requirements

Customers who are enrolled (Participant) in WIA or other funding source as applicable.

Performance Evaluations

Employers must perform a pre- and post-evaluation of participant in relation to training in order to provide evidence of work-related skills enhancements.

Compensation

Participants enrolled in WEX shall be paid an hourly wage at the same rates as similarly situated employees or trainees, but not less than the higher of the minimum wage prescribed under the Fair Labor Standards Act, or applicable State or local minimum wage laws or self-sufficient wage as determined by Local Board policy (see Policy Memorandum WDB-04 and the most current annual updated Health and Human Services (HHS) Poverty Guidelines). Participants enrolled in Classroom Training, combined with a WEX, may receive the hourly rate for the WEX only.

Approval of Worksites

Appropriate Program Manager must approve all worksites before participants begin training.

- Identify and document the participating employer
- Training must be in an occupation with skills that are transferable to a career ladder
- Result in a wage at placement with the goal of permanent employment with the participating employer.

Worksite Agreement (Attachment I)

The Worksite Agreement must be used for all Work Experience assignments. A Worksite Agreement may be written for an individual or group training with one employer, provided work conditions, job/training description, and wage rates are the same for all participants covered under the agreement.

The Agreement details the specific guidelines that must be followed by the employer, participant and Pacific Gateway. All information requested in the Agreement must be fully completed and approved by the Executive Director as well as the employer, prior to the participant starting WEX. Once the agreement is executed it must be recorded in the participant's electronic file.

Tracking Customer Activity

Management Information Systems will track and report WEX customer activity.

Monitoring Reports

WEX agreements are required to be monitored by Pacific Gateway's Employment Specialist staff. Monitoring will ensure WEX is being provided as specified in the on-site Agreement and resolve issues identified within a reasonable amount of time. The original monitoring report must be provided to the Quality Assurance Unit to maintain on file for State monitoring and audit.

REFERENCES

WIA Section 134(d)(3)(c)
20 CFR 663.200

CONTACT

Should you have any questions regarding this Policy Memorandum, please contact Arleen M. Ward at (562) 570-3680, TTY (562) 570-4629.

NS:aw

WORK EXPERIENCE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 201_, by and between Pacific Gateway Workforce Investment Network administered by the CITY OF LONG BEACH, a municipal corporation ("City") and ("Employer").

1. RECITALS. This Agreement is made and entered into with reference to the following facts and objectives:
 - 1.1 The City, through the Adult Services Section of the its Workforce Development Bureau of the Department of Human Resources, has developed an Work Experience (WEX) program to provide employment training, skills standards, employee development and related activities to eligible adults 18 years of age and older.
 - 1.2 Employer is willing to assist the City in this effort by providing space, staff and supervision of employees participating in the WEX program.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Employer shall provide space and/or services at facilities operated at no cost to the City for the purpose of providing work experience to selected participant enrolled in the WEX program. Said space shall be appropriate for WEX and shall be available at such times as are mutually agreed upon by the parties hereto.
2. Employer shall provide and maintain adequate workspace for each adult participating in the WEX program specified herein, including the use of lavatories and parking space as designated by the Employer. Employer shall also provide all required utilities, with the exception of telephone service. Employer will ensure that facilities are safe for participating adults and that facilities as well as duties assigned comply with applicable labor laws.
3. The City shall provide qualified staff for the purpose of providing monitoring of adults enrolled in the WEX Program participating at Employer's site. The City shall be responsible for the actions of participant during the operation of the program. The City is responsible for the preparation of rules and regulations regarding the WEX Program and for distribution to Employer and participating adult.
4. The Employer will distribute internal policies and procedures to participating adult, as applicable. Employer shall provide regular and necessary supervision of participant in the WEX Program and assigned to Employer, while at Employer's facilities.

In addition, Employer will provide regular assessment and feedback to City staff regarding participant's work performance, including required evaluations.

5. Adult participating in WEX shall not displace any regular paid employee of employer.
6. Employer may provide equipment and procedures for the use of the equipment as appropriate and specified herein, provided that Employer has agreed to provide said services and equipment.
7. Adults participating in WEX, pursuant to this Agreement, shall be covered by the City's Workers' Compensation Insurance.
8. The City will maintain during the life of this Agreement public liability and property damage insurance for not less than One Million Dollars (\$1,000,000 combined single limit for each occurrence). Such insurance shall be endorsed to name Employer as additional insured in respects to liability arising out of the use of facilities provided and activity of the participants in the WEX Program pursuant to this Agreement.
9. Employer agrees not to discriminate on the basis of gender, ethnicity, color, religion, national origin, sexual orientation, and physical or mental disability in its employment practices. This policy of affording equal employment opportunities to all persons is in keeping with provisions of state and federal laws and regulations.
10. This Agreement shall be in effect for the period from _____ to _____. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon written notification received thirty (30) days prior to the date of termination.

(Employer)
 (Address)
 (City, State, Zip Code) _____,
 (Phone #) _____ () _____
 (Federal ID #)

By _____ Date _____

 Type or Print Name

PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK
 3447 Atlantic Avenue
 Long Beach, CA 90807
 (562) 570-3700

By _____ Date _____

 Type or Print Name

