

Oklahoma Employment Security Commission



Jon Brock, Executive Director

Brad Henry, Governor

Representing Employers
Julius Hilburn, Commissioner
Gayle Harris, Commissioner

Representing the Public
Rev. W. B. Parker, Chairman

Representing Employees
Mike Wester, Commissioner
Susan Stoll, Commissioner

OKLAHOMA EMPLOYMENT AND TRAINING ISSUANCE #09-2003, CHANGE 1

DATE: November 1, 2006

TO: Chief Local Elected Officials
WIA Board Chairs
WIA Board Staff

FROM: Richard J. Gilbertson, Director
Workforce Integrated Programs Division

SUBJECT: WIA Worksite Agreements

PURPOSE: *To update policy on establishing and documenting WIA Worksite Agreements.*
The worksite agreement and attachments are to be utilized by WIA grant recipients for Adult, Dislocated Worker, and Youth work experience programs.

MESSAGE: The WIA Worksite Agreement instructions list the minimum-required elements for the Worksite Agreement and for the WIA Time and Attendance Record. The attached example forms of Worksite Agreement, Participant Work Schedule, and Time and Attendance Record may be used for reporting purposes. You may also develop your own forms, however, all forms must contain the required elements.

ACTION: This Worksite Agreement and instructions are to become a part of your permanent records. Please make this issuance available to all appropriate personnel.

INQUIRIES: If you have any questions pertaining to this issuance, please contact Tami Decker at tdecker@oesc.state.ok.us.

Attachments

WIA WORKSITE AGREEMENT

The WIA Worksite Agreement is designed to establish certain assurances and conditions that must be agreed upon between the WIA subrecipient and/or WIA service provider and the work experience worksite. This Worksite Agreement and Attachments are example forms; each *recipient of WIA funds (subrecipient)* can develop their own forms as long as they contain the minimum required elements. OESC considers the Worksite Agreement to be a contract, so each Worksite Agreement established must be numbered.

Note: The entity responsible for development of the worksite agreement and payment thereof must develop a written policy and procedures for the numbering system that will be utilized. Board Staff is responsible for ensuring when there are multiple WIA service providers per area the numbering system must be developed in a manner that does not allow for a duplication of numbers.

Worksite Information

The WIA *subrecipient and/or* WIA service provider will input information in this section as pertains to the work experience worksite. The WIA *subrecipient and/or* WIA service provider must type or print the proper name of the worksite employer or agency, their address (including physical street and city *location*), and telephone number. This section also requires the name and title of one front-line worksite supervisor and one alternate supervisor. The WIA *subrecipient and/or* WIA service provider must specify the agreement start and end date, hourly rate of pay, and the name of the trainee. ***If more than one trainee will be working under the same Worksite Agreement, the number of trainees must be placed on the Worksite Agreement, and the names and Oklahoma Service Link (OSL) participant ID numbers of all trainees working under that specific agreement must be listed on a separate sheet of paper attached to the Worksite Agreement. If the job title and job task are not the same for each trainee, you will need to also list that information for each trainee on the separate, attached sheet.***

The WIA *subrecipient and/or* WIA service provider must also indicate type of WIA program, i.e., Adult, Dislocated Worker, or Youth. Orientation must be provided to the front-line worksite supervisor before the start date of this agreement, thus allowing this agreement to serve as documentation to verify that the required orientation was provided.

The minimum elements required in the Worksite Information section of the Worksite Agreement ***include:***

- 1. Worksite Agreement Contract Number***
- 2. Worksite Employer/Agency*
- 3. Worksite Physical Location*
- 4. Worksite Telephone Number*
- 5. Supervisor's Name and Title*
- 6. Alternate Supervisor's Name & Title*
- 7. WIA Program*
- 8. Agreement Start Date*
- 9. Estimated End Date*
- 10. Hourly rate of pay for Trainee*
- 11. Trainee's name or # of Trainees*

Job Information

The trainee's job title and job tasks must be entered in this section of the form. It is the responsibility of the WIA *subrecipient and/or* WIA service provider to ensure that the job title and task reflect those which will actually be performed by the trainee. The WIA trainee's time sheet shall reflect those *tasks* which will actually be performed by the trainee. The WIA trainee's time sheet shall be included with the Worksite Agreement as an attachment at the time of their assignment to that worksite.

The minimum elements required in the Job Information section of the Worksite Agreement *include:*

11. Job Title
12. Job Task

Certification

The Certification section must be dated and signed by a WIA *subrecipient and/or* WIA service provider, by the worksite supervisor, and the named alternate supervisor. It is the WIA *subrecipient's and/or* WIA service provider's responsibility to ensure that the signatures read the same as the names which were printed or typed in the Worksite Information section of the form. For example, the Supervisor named in the Worksite Information section must sign as "Worksite Supervisor," not an "Alternate Supervisor." Also, if a name is typed or printed as "Barbara Long," then the signature must be the same, and not "Bobbi Long." It is also the WIA *subrecipient's and/or WIA service provider's* responsibility to ensure that each signatory enter a date in the space provided.

The minimum elements required in the Certification section of the Worksite Agreement *include:*

13. Signature of WIA Representative and date
14. Signature of Worksite Supervisor and date
15. Signature of Alternate Supervisor and date

Modifications

Under certain circumstances it may become necessary to update or revise the Worksite Agreement. The WIA *subrecipient and/or WIA service provider* cannot make corrections or revisions to the Worksite Agreement --- however, a Modified Worksite Agreement may be completed. When doing so, the WIA Representative must type or write "Modified" on the Modified Worksite Agreement.

A copy of the Worksite Agreement or any modification must be given to the Worksite and the original Worksite Agreement and the original of any modification must be kept in the WIA *subrecipient's and/or* WIA service provider's office.

The signature of the WIA Representative is the only signature required on a Modified Worksite Agreement.

Assurances and Conditions

The second page contains the Worksite Agreement's Assurances and Conditions. By signing the front page of the Worksite Agreement, the WIA *subrecipient and/or* WIA service provider and the Worksite employer or agency is agreeing to all of these assurances and conditions. Any other agreements that may be a condition of this Worksite Agreement should be listed at the bottom of the Agreement's Assurances and Conditions form. *An additional sheet annotated "Assurances and Conditions" may also be used and attached to the form if more space is required.*

WIA Time and Attendance Record

The Trainee's name, Trainee's *OSL participant ID number*, Employer's name, WIA program, and pay period must be typed or printed on the Time and Attendance Record.

The Trainee's number of hours worked each week cannot exceed forty (40) hours. This section of the form must be completed in ink and does not allow for the use of "*liquid paper,*" "*white out,*" *correction tape or other types of correction materials.* To record changes on this section, the entry must be struck out, and the supervisor and the trainee must initial the change being entered. A supervisor and the trainee must initial any changes made to this section. As described in the assurances, the trainee shall not be paid for *lunch breaks*, holidays, and absences. The WIA *subrecipient and/or* WIA service provider or supervisor must enter the day and month, actual date, *the specific times (e.g. 8:00am – 12:00pm and 1:00pm – 5:00pm)*, and number of hours worked that date. If it is a date not applicable, enter "N/A" in that space. If the trainee was absent, enter "E" for excused, or "U" for unexcused. Enter an "H" for holidays. *The above* information is critical to ensuring *employer compliance with labor laws and* job retention of the trainee.

The minimum elements required on the Time Sheet *include:*

1. Trainee's name
2. Trainee's *OSL participant ID number*
3. Employer/Agency name
4. Pay Period beginning and ending dates
5. WIA Work Experience program
6. Date and Days of the workweek
7. *Work start and stop times by date (to include lunch break)*
8. *Total* hours worked *by date and by week*
9. Trainee's signature and date
10. Worksite Supervisor's signature and date
11. WIA Representative's signature and date

A worksite supervisor must also complete an evaluation on each trainee. This information will assist the WIA representative in determining worksite appropriateness and the trainee's job retention, skills and abilities. This information can be included on the time sheet or on a separate form.

Workforce Investment Act Programs Worksite Agreement

Number: _____

WIA worksite training activities are designed to provide WIA trainees with exposure to good work habits, job skills, and the working environment. Certain assurances and conditions must be agreed upon between the WIA grant recipient and the worksite. These assurances and conditions are explained on the second page of this agreement. By accepting this Worksite Agreement, the trainee, the worksite, and the WIA grant recipient agree to each of the assurances and conditions as shown.

Worksite Information

(print or type)

Worksite Employer/Agency:	Telephone Number:
Worksite Address:	Supervisor Name & Title:
Agreement Start date: Estimated End Date:	Alternate Supervisor Name & Title:
Hourly rate of pay for Trainee:	Alternate Supervisor Name & Title:
Trainee's name or # of Trainees:	WIA Program: Adult DLW Youth

Job Information

Job Title: _____

Job Tasks: _____

Certifications

We have read the worksite agreement and agree to abide by all applicable assurances and conditions.

Date: ___/___/___ Signature of WIA Representative: _____

Date: ___/___/___ Signature of Worksite Supervisor: _____

Date: ___/___/___ Signature of Alternate Supervisor: _____

Date: ___/___/___ Signature of Alternate Supervisor: _____

ASSURANCES AND CONDITIONS

1. The WIA *subrecipient and/or* WIA service provider shall provide orientation to each site supervisor covering the program requirements prior to the trainee referral or the actual trainee beginning work at the site.
2. The worksite shall provide job orientation to all WIA trainees as related to work policies, job safety, and job expectations. The work policies and job expectations for WIA trainees must be the same as for non-WIA workers at the site.
3. The worksite supervisor for each trainee shall conduct evaluations for the WIA trainee. The frequency of this evaluation is to be determined by the WIA subrecipient.
4. The WIA *subrecipient and/or* WIA service provider shall pay a wage to the temporary trainee. The wage to be paid will be the current minimum wage (or no greater than a starting wage that would be paid by the employer) at the time of payment. This is a training position for which the intent is to provide work experience and exposure to the world of work.
5. Each worksite supervisor shall maintain an accurate record *of each trainee's time and attendance (including start and stop times, breaks, hours worked, etc.)* to be recorded on the Time and attendance Record. Time and Attendance *Records* will be signed by both the WIA trainee and the worksite supervisor, and will be submitted according to the local WIA policy.
6. The worksite shall provide sufficient work to occupy the trainee's work hours and shall provide sufficient equipment and/or materials to enable the trainee to carry out the work assignments.
7. WIA trainees will be paid only for actual hours worked. This is a temporary, training position; no pay will be given for **lunch breaks**, holidays *or absences*. Overtime is not allowed.
8. WIA trainees are covered under the Worker's Compensation policy of the local WIA *subrecipient and/or* WIA service provider. On the job injury reports will be completed by the trainee, supervisor, and authorized worksite official and submitted to the WIA *subrecipient and/or* WIA service provider. All job injuries must be reported immediately in order that medical claims can be processed for worker's compensation.
9. Counselors shall provide counseling to those trainees who may be experiencing unsatisfactory performance. The worksite shall notify the WIA *subrecipient and/or* WIA service provider prior to termination of any trainee.
10. The worksite shall assure that all work is conducted in a safe and sanitary drug free environment and shall assure that all WIA trainees are supervised on a full-time basis by a qualified supervisor.
11. The WIA *subrecipient and/or* WIA service provider and worksite shall adhere to all applicable Federal, State, and child labor laws (*including provisions for breaks*) and the WIA regulations.
12. The WIA *subrecipient and/or* WIA service provider shall inform the WIA trainee of grievance procedures, nepotism rules, equal pay, and non-discrimination assurances. The worksite shall not, in any manner or for any reason, discriminate against any WIA trainee.
13. The worksite shall, upon request of the WIA *subrecipient and/or* WIA service provider, release the trainee for attendance at labor market orientations, career orientations, job readiness training, or other WIA activities.
14. The worksite assures that any WIA trainee will not displace currently employed workers.
15. This agreement will either be modified or replaced if conditions change.
16. If the worksite is negligent in responsibilities agreed to in this document, the site:
 - (a) May not be used at a future date, and
 - (b) Is financially responsible for costs deemed illegal by auditors or monitors.

Other Agreements

Participant(s) Worksite Schedule

(Name of Worksite)

1	Trainee: _____ ID Number: _____						
	Job Title / Job Task: _____						
	Monday ____ - ____	Tuesday ____ - ____	Wednesday ____ - ____	Thursday ____ - ____	Friday ____ - ____	Saturday ____ - ____	Sunday ____ - ____
2	Trainee: _____ ID Number: _____						
	Job Title / Job Task: _____						
	Monday ____ - ____	Tuesday ____ - ____	Wednesday ____ - ____	Thursday ____ - ____	Friday ____ - ____	Saturday ____ - ____	Sunday ____ - ____
3	Trainee: _____ ID Number: _____						
	Job Title / Job Task: _____						
	Monday ____ - ____	Tuesday ____ - ____	Wednesday ____ - ____	Thursday ____ - ____	Friday ____ - ____	Saturday ____ - ____	Sunday ____ - ____
4	Trainee: _____ ID Number: _____						
	Job Title / Job Task: _____						
	Monday ____ - ____	Tuesday ____ - ____	Wednesday ____ - ____	Thursday ____ - ____	Friday ____ - ____	Saturday ____ - ____	Sunday ____ - ____
5	Trainee: _____ ID Number: _____						
	Job Title / Job Task: _____						
	Monday ____ - ____	Tuesday ____ - ____	Wednesday ____ - ____	Thursday ____ - ____	Friday ____ - ____	Saturday ____ - ____	Sunday ____ - ____
6	Trainee: _____ ID Number: _____						
	Job Title / Job Task: _____						
	Monday ____ - ____	Tuesday ____ - ____	Wednesday ____ - ____	Thursday ____ - ____	Friday ____ - ____	Saturday ____ - ____	Sunday ____ - ____
7	Trainee: _____ ID Number: _____						
	Job Title / Job Task: _____						
	Monday ____ - ____	Tuesday ____ - ____	Wednesday ____ - ____	Thursday ____ - ____	Friday ____ - ____	Saturday ____ - ____	Sunday ____ - ____
8	Trainee: _____ ID Number: _____						
	Job Title / Job Task: _____						
	Monday ____ - ____	Tuesday ____ - ____	Wednesday ____ - ____	Thursday ____ - ____	Friday ____ - ____	Saturday ____ - ____	Sunday ____ - ____
9	Trainee: _____ ID Number: _____						
	Job Title / Job Task: _____						
	Monday ____ - ____	Tuesday ____ - ____	Wednesday ____ - ____	Thursday ____ - ____	Friday ____ - ____	Saturday ____ - ____	Sunday ____ - ____
10	Trainee: _____ ID Number: _____						
	Job Title / Job Task: _____						
	Monday ____ - ____	Tuesday ____ - ____	Wednesday ____ - ____	Thursday ____ - ____	Friday ____ - ____	Saturday ____ - ____	Sunday ____ - ____

