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OKLAHOMA EMPLOYMENT AND TRAINING ISSUANCE #13-2009

TO: WIA Grant Recipients
WIB Staff

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

DATE: June 10, 2009

SUBJECT: WIA Work Experience Worksite Agreement

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

MESSAGE: The WIA Worksite Agreement instructions list the minimum-required elements for the Worksite Agreement, Assurances and Conditions, Participant Training Information, and Time and Attendance Record. The attached example forms may be used or you may develop your own forms; however, **all forms must contain the required elements.**

ACTION: This WIA Work Experience Worksite Agreements OETI and its attachments pertain to worksite agreements signed effective July 1, 2009. Any worksite agreement dated prior to July 1, 2009 must contain the minimum requirements stated in OETI 03-2009. For example, WIA Grantees and/or Service Providers may use existing Time and Attendance Records through the date of June 30, 2009 but will be required to modify time sheets after that date to include the minimum requirements in this policy. Please make this OETI available to all appropriate personnel.

RESCISSIONS: This policy rescinds OETI 03-2009.

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

WIA WORKSITE AGREEMENT

The WIA Worksite Agreement is designed to establish certain assurances and conditions that must be agreed upon between the WIA Grantee and/or Service Provider and the work experience worksite. This Worksite Agreement and Attachments are example forms — each **recipient of WIA funds may develop their own forms as long as they contain the minimum required elements.**

OESC considers the Worksite Agreement to be a contract — therefore each Worksite Agreement established must be numbered. **The WIA Grantee and/or Service Provider must develop a written policy and procedures for the numbering system that will be utilized. When there are multiple WIA service providers per area, Board Staff must ensure that the numbering system is developed in a manner that does not allow for a duplication of numbers.**

Worksite/General Training Information & Certification Sections of the Worksite Agreement

The WIA Grantee and/or Service Provider will input information in these sections as it pertains to the work experience worksite and/or the training to be provided. The WIA Grantee and/or 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. Also required are the name and title of one front-line worksite supervisor and one alternate supervisor. (NOTE: As an option, space is provided on the example form for a second alternate supervisor.) The WIA Grantee and/or Service Provider must specify the agreement start and end date.

The Certification section must be signed and dated by the WIA Grantee and/or Service Provider and all worksite supervisors listed in the Worksite Information section.

The **minimum elements required** in the Worksite/General Training Information and Certification sections of the Worksite Agreement include:

1. Worksite Agreement Contract Number
2. WIA Program
3. Worksite Employer/Agency
4. Worksite Physical Location
5. Worksite Telephone Number
6. Supervisor's Name and Title
7. Alternate Supervisor's Name & Title
8. Agreement Start Date
9. Estimated End Date
10. Number of Trainees
11. Signature of WIA Representative and Date
12. Signature of Fiscal Agent or Party Responsible for Payment and Date
13. Signature of Worksite Supervisor and Date
14. Signature of Alternate Supervisor and Date

Assurances and Conditions – Attachment I of the Worksite Agreement

Attachment I contains the Worksite Agreement’s Assurances and Conditions. By signing the front page of the Worksite Agreement, the WIA Grantee and/or Service Provider and the Worksite employer or agency is agreeing to all of these assurances and conditions.

Items 1 – 16 on the Assurances and Conditions attachment are required elements and must be included on any forms developed by the WIA Grantee and/or Service Provider. Any other agreements that may be a condition of this Worksite Agreement should be listed at the bottom of Assurances and Conditions page in the **Other Agreements** section. An additional sheet annotated “Assurances and Conditions” may also be used and attached to the form if more space is required.

Orientation must be provided to the front-line worksite supervisor before the start date of the agreement, thus allowing the agreement to serve as documentation to verify that the required orientation was provided.

The WIA Grantee and/or Service Provider and the Worksite employer or agency must adhere to current workplace safety guidelines and applicable federal/state wage laws. For information and resources on safety and child labor laws, consult <http://www.youthrules.dol.gov/about.htm> and <http://www.osha.gov/teens>. For information regarding the Fair Labor Standards Act (FLSA) consult <http://www.dol.gov/esa/whd/flsa/>. Provisions for wages under the amendments to the FLSA apply to all participants employed under WIA. If you have questions regarding wages contact the Wage and Hour division at 1-888-269-5353 or at [http://www.ok.gov/odol/Wage and Hour/index.html](http://www.ok.gov/odol/Wage%20and%20Hour/index.html). 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. For access to the form and instructions consult <http://www.uscis.gov/files/form/i-9.pdf>.

Participant Training Information – Attachment II of the Worksite Agreement

The Participant Training Information attachment provides information on the trainee(s) assigned under the Worksite Agreement. The names, Oklahoma Service Link (OSL) participant ID numbers, job titles, job tasks, hourly wage, and daily work schedule of each trainee assigned to the worksite must be listed. It is the responsibility of the WIA Grantee and/or Service Provider to ensure that the basic tasks required by the job are listed and reflect those tasks which will actually be performed by the trainee.

The **minimum elements required** on the Participant Training Information attachment include:

1. Trainee Name
2. OSL Participant ID Number
3. Job Title
4. Job Tasks
5. Hourly Wage
6. Daily Work Schedule

Time and Attendance Record – Attachment III of the Worksite Agreement

A Time and Attendance Record shall be included with the Worksite Agreement as Attachment III at the time of the assignment to the worksite. The WIA Grantee and/or Service Provider must complete the top portion of this attachment (either typed or printed in ink) to include the following fields: Trainee Name, Trainee OSL Participant ID number, Employer/Agency Name, WIA Program, and Pay Period.

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. Note that the WIA Grantee and/or Service Provider may correct **addition errors made to the hours worked section(s) only** without the supervisor or trainee initials. A supervisor and the trainee **must** initial any other changes made to this section. As described in the assurances, the trainee shall not be paid for **lunch breaks**, holidays, and absences. The WIA Grantee and/or 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. Each day of the week has space available for two time in and time out entries. If a trainee leaves at some point in the work day to attend an appointment, mark the time out and when the trainee returns to work mark the time in. It is not necessary to record lunch or break times; **only the time worked will be recorded.** 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 and Attendance Record include:

1. Trainee Name
2. OSL Participant ID Number
3. Employer/Agency name
4. Pay Period beginning and ending dates
5. WIA Program
6. Date and Days of the workweek
7. Work start and stop times by date
8. Total hours worked by date and by week
9. Trainee signature and date
10. Worksite Supervisor signature, date, and telephone number
11. WIA Representative signature and date

Note: Included in the attached example Time and Attendance Record are instructions for filling out the form. These instructions are not a minimum required element, but have been provided for use at the discretion of the WIA Grantee and/or Service Provider.

The sample Time and Attendance Record included with this policy contains an optional section for trainee evaluation by worksite supervisors. In order to evaluate worksite appropriateness and the trainee's job retention, skills and abilities, a work experience evaluation is needed. This sample form provides **one option** that a WIA Grantee and/or Service Provider may use for conducting this evaluation. The methodology and forms to be used for work experience evaluations should be included in the WIA Grantee and/or Service Provider's Work Experience procedures.

Modifications

Under certain circumstances it may become necessary to update or revise the Worksite Agreement. The WIA Grantee and/or Service Provider cannot make corrections or revisions to the **original** 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. **The start date of the original Worksite Agreement should always remain the same on any modification — unless the start date is the reason for the modification.** The signature of the WIA Representative is the only signature required on a Modified Worksite Agreement.

Maintenance of Worksite Agreement Records

The **original** Worksite Agreement (including all attachments and any modifications) must be kept in the WIA Grantee and/or Service Provider's office. A **copy** of the Worksite Agreement (including all attachments and any modifications) must be given to the Worksite.

WORKSITE AGREEMENT

Workforce Investment Act (WIA)

Worksite Agreement

Contract #:

Program: Youth Adult DLW

WIA worksite training activities are designed to provide trainees with exposure to good work habits, job skills, and the working environment. Certain assurances and conditions must be agreed upon between the WIA Grantee and/or Service Provider and the worksite. These assurances and conditions are explained in Attachment II of this agreement. By signature below, all parties certify acceptance of this Worksite Agreement and agree to each of the assurances and conditions as shown.

Worksite Information

(PRINT in INK or TYPE)

Employer /Agency:		Telephone Number:	
Physical Address:		Supervisor	Name:
			Title:
Mailing Address:		Alternate Supervisor	Name:
			Title:
		Alternate Supervisor	Name:
			Title:

General Training Information

(PRINT in INK or TYPE)

Agreement Start Date:		Estimated End Date:	
Number of Trainees to be Assigned (<i>see Attachment II for specific Training Information</i>):			

Certifications

(SIGN in INK)

We have read the Worksite Agreement and agree to abide by all Assurances and Conditions.

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

Date: ___/___/___ Signature of Fiscal Agent or Party Responsible for Payment: _____

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

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

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

Attachment I - ASSURANCES AND CONDITIONS

1. The WIA Grantee and/or 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 Grantee.
4. The WIA Grantee and/or 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 & hours worked)** 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 Grantee and/or Service Provider. On the job injury reports will be completed by the trainee, supervisor, and authorized worksite official and submitted to the WIA Grantee and/or 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 Grantee and/or 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 Grantee and/or Service Provider and worksite shall adhere to all applicable Federal, State, and child labor laws (including provisions for breaks) and the WIA regulations.**

The WIA Grantee and/or Service Provider and the Worksite employer or agency must adhere to current workplace safety guidelines and applicable federal/state wage laws. For information and resources on safety and child labor laws, consult <http://www.youthrules.dol.gov/about.htm> and <http://www.osha.gov/teens>. For information regarding the Fair Labor Standards Act (FLSA) consult <http://www.dol.gov/esa/whd/flsa/>. Provisions for wages under the amendments to the FLSA apply to all participants employed under WIA. If you have questions regarding wages contact the Wage and Hour division at 1-888-269-5353 or at http://www.ok.gov/odol/Wage_and_Hour/index.html.

12. The WIA Grantee and/or 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 Grantee and/or 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

Attachment II – PARTICIPANT TRAINING INFORMATION

Worksite Employer/Agency: _____

1	Trainee:			OSL Participant ID #:			
	Job Title:			Hourly Wage: \$			
	Job Tasks:						
	Daily Work Schedule (indicate AM/PM)						
	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	_ - _	_ - _	_ - _	_ - _	_ - _	_ - _	_ - _
	Length of Scheduled Lunch Break:		minutes	Lunch Break <u>Estimated</u> to Begin at:			

2	Trainee:			OSL Participant ID #:			
	Job Title:			Hourly Wage: \$			
	Job Tasks:						
	Daily Work Schedule (indicate AM/PM)						
	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	_ - _	_ - _	_ - _	_ - _	_ - _	_ - _	_ - _
	Length of Scheduled Lunch Break:		minutes	Lunch Break <u>Estimated</u> to Begin at:			

3	Trainee:			OSL Participant ID #:			
	Job Title:			Hourly Wage: \$			
	Job Tasks:						
	Daily Work Schedule (indicate AM/PM)						
	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	_ - _	_ - _	_ - _	_ - _	_ - _	_ - _	_ - _
	Length of Scheduled Lunch Break:		minutes	Lunch Break <u>Estimated</u> to Begin at:			

