

**PEE DEE INSTRUCTION NUMBER:** WIA-14-001

**TO:** Pee Dee Local Workforce Development Area Grantees

**SUBJECT:** Work Experience and Transitional Jobs

**ISSUANCE DATE:** June 9, 2015

**EFFECTIVE DATE:** July 1, 2015

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**Purpose:** The purpose of this instruction is to transmit procedures for providing work experience and transitional jobs to adult, dislocated worker, and youth participants under grant agreements with the Pee Dee Workforce Development Board/Pee Dee Regional Council of Governments. It supersedes WIA Instruction #09-008.

**Background:** The Workforce Innovation and Opportunity Act (WIOA) will be implemented on July 1, 2015. WIOA's definition of work experiences for youth are basically the same as the description for work experiences under the provision of the Workforce Investment Act (WIA), WIOA's predecessor legislation. WIOA, however, introduces the concept of transitional jobs for adults and dislocated workers, as opposed to the work experiences that could be offered as a WIA intensive service.

Section 681.600 of the Workforce Innovation and Opportunity Act (WIOA) defines work experiences for youth as planned, structured learning experiences that take place in a workplace for a limited period of time. Work experience provides the youth participant with opportunities for career exploration and skill development. Work experiences may be in the private-for-profit sector, the non-profit sector, or the public sector. They may be paid or unpaid. Labor standards apply in any work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act or applicable State law, exists. Child labor laws also apply.

Section 680.830 of WIOA defines a transitional job as one that provides limited work experience for adults and dislocated workers. It is subsidized in the public, private, or non-profit sectors for those individuals with barriers to employment because of chronic unemployment or inconsistent work history. These jobs are designed to enable an individual to establish a work history, demonstrate work success, and develop the skills that lead to unsubsidized employment.

**Policy:** The Pee Dee Workforce Development Area's policy as it relates to work experience/transitional jobs is as follows:

1. Up to 10% of the adult and dislocated worker funds may be used for transitional employment for eligible participants who are chronically unemployed or have

inconsistent work history. For purposes of this activity, an individual who has been unemployed for more than six months will be considered chronically unemployed and inconsistent work history will be defined as those who have not maintained continuous employment for at least six months. Transitional jobs must be combined with comprehensive career services and supportive services. Supportive services may be provided by partners in accordance with Section 680.900 of WIOA. In accordance with Section 680.150 of WIOA, individualized career services must be made available, if determined appropriate and in order for an individual to obtain or retain employment. In addition, follow-up services must be made available for a minimum of 12 months following the first day of employment, to participants who are placed in unsubsidized employment.

2. Youth work experiences must include academic and occupational education. The types of work experiences for youth include the following:
  - Summer employment opportunities and other employment opportunities available throughout the school year
  - Pre-apprenticeship programs
  - Internships and job shadowing; and
  - On-the-job training opportunities

Separate requirements are included in each grantee's statement of work as it relates to on-the-job training (OJT) opportunities. Grantees are required to adhere to those separate requirements as they relate to OJT.

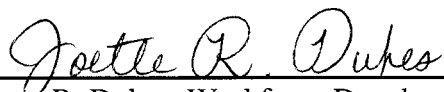
**Action Required:** As it relates to work experience and transitional jobs,

1. The grantee must enter into a Work Site Training Agreement with the employer offering a participant a work experience or transitional job. This training agreement must adhere to all applicable federal, state, and/or local legislation relative to work experience/transitional jobs training (Attachment A). A training site must be eligible to enter into a Work Site Training Agreement (i.e. the training provider must not be legally barred from performing services for the Department of Labor or any other governmental entity).
2. The grantee should insure that participating worksites introduce and reinforce the rigors, demands, rewards, and sanctions associated with holding a job. For summer employment participants, grantees should seek employers that are committed to helping participants receive the experience and training that is required to meet required work readiness goals.
3. Total training hours in work experience or a transitional job will not exceed 320 without prior approval of Pee Dee Regional Council of Governments.
4. A copy of the Work Site Training Agreement must be maintained in a central file at the grantee's office and a copy at the training site.
5. The grantee should develop documentation for the participant's signature that includes the stated work hours, notice of lunch break without pay, the hour wage, time and location of payment and knowledge that their worksite supervisor will evaluate their work experience/transition job performance at least two times during the work experience/transitional job – midway and at the end. The documentation should include assurances that the participant is not related by birth, marriage, or by common law to any employee in a position of supervision on the work experience/transitional job training site

selected for the participant.

6. The grantee must complete an I-9 and W-4 for each participant engaged in a paid work experience/transitional job. As a general rule, grantees should expect to compensate participants engaged in all types of work experience or a transitional job, with the exception of internships (that do not involve an employee/employer relationship as defined by FSLA or State labor laws) and job-shadowing, which do not require compensation. Exceptions to this requirement must have the prior written approval of Pee Dee Regional Council of Governments. Grantees may consider work experiences offered by partner programs as part of their service strategy to an adult, dislocated worker or youth, as long as the work experience meets the criteria established in the “Policy” section of this document. Wages paid by partners do not count toward any expenditure requirements or limits under the WIOA regulations.
7. Work experience/transitional jobs trainees must be evaluated at least twice during his/her participation by the training supervisor to insure that the trainee is progressing toward planned goals and is meeting the expectations of the training provider (Attachment B). The evaluation will cover each of the major training elements outlined in the Work Site Training Agreement. The training site will notify the grantee immediately if there are attendance or disciplinary problems, or if the participant is unable to perform in accordance with the Training Agreement.
8. The grantee must monitor training sites at least once during the training period to ensure compliance with the Training Agreement. The Work Site Monitoring Instrument (Attachment C) must be utilized to document all monitoring activities. This instrument should be maintained in a central file at the grantees’ office.
9. Time and attendance documentation must be maintained to document participation in the work experience/transitional jobs activity. The trainee will not receive payment for any absence, whether excused or unexcused.
10. The grantee must ensure that work experience/transitional job arrangements do not unfavorably impact current employees and do not impair existing contracts for services or collective bargaining agreements of unions.
11. The grantee must ensure that work experience/transitional job participants do not “displace” a current worker.
12. The adult/dislocated worker grantee must ensure that no more than 10% of the allotted funds for adults and dislocated workers are expended on transitional jobs.
13. Youth grantees must ensure that funds expended on work-based learning, as defined by WIOA regulations, are at the levels prescribed in their work statements. For purposes of calculating the required expenditure levels, funds expended by partners for the work experience activity will not be applied.

**Inquiries:** Questions pertaining to this instruction should be directed to Joette Dukes at (843)669-3138.

  
\_\_\_\_\_  
Joette R. Dukes, Workforce Development Director

Attachments: Work Site Training Agreement  
Work Site Trainee Evaluation Form  
Work Site Monitoring Instrument  
Work Experience/Transitional Jobs Trainee Certification  
Participant Time Sheet



## **STATEMENT OF WORK**

Work experiences, as defined by the Workforce Innovation and Opportunity Act, are structured learning experiences that take place in a workplace for a limited period of time. Work experience provides the youth participant with opportunities for career exploration and skill development. Transitional jobs are designed for adults who have barriers to employment due to chronic unemployment (unemployed for more than six months) or have inconsistent work history (has not held a job for six continuous months). Although the employer may, in fact, benefit from the services that the trainee provides, the primary purpose of work experience/transitional jobs is to provide the trainee with basic work ethic, career exploration, and skill development. Although pre-employment training is provided to each participant prior to their placement at a training site, participants in work experience/transitional jobs generally need the experience they can obtain from the activity to better prepare them for an unsubsidized employment opportunity.

For the purpose of this Agreement, \_\_\_\_\_, hereinafter referred to as the Training Site, will undertake the following responsibilities as herein outlined.

### **1.0 Training Site Responsibilities**

#### **1.1 The Training Site agrees to fulfill the following responsibilities:**

1. To provide meaningful work which assists the participant in acquiring basic work competencies and discipline (e.g. punctuality and reliability with regard to attendance; responding to supervision and direction; cooperating with co-workers in team efforts; and delivering quality work products and services).
2. To provide sufficient work to occupy participants during working hours and sufficient equipment and materials to accomplish assigned tasks and duties.
3. To provide adequate supervision for each trainee covered under this Agreement. For youth, a supervisor must be present at all times during the trainee's hours of participation.
4. To ensure that the time and attendance of each participant placed at the site is accurately accounted for and that all reporting of time and attendance is consistent with the grantee's required procedures.
5. To impress upon trainees that they are personally responsible for rewards or sanctions which may be dispensed for good or bad performance on the job.
6. To allow the grantee and/or representatives of the Pee Dee Regional Council of Governments/Workforce Development Board access to the training site to monitor the activity.
7. To ensure that all performance and discipline problems are promptly reported to the Grantee.
8. To ensure that youth trainees are not permitted to work in occupations prohibited under the Fair Labor Standards Act (FLSA), and that all other provisions of the FLSA are adhered to.
9. To ensure that any injuries sustained by trainees during their participation are

- promptly reported to the Grantee.
10. To evaluate the progress of the trainee in terms of his/her progress toward planned goals and fulfillment of the job description. These evaluations must be shared with the grantee for implementation of corrective action or rewards.
  11. To promptly notify the grantee of any change in the participant's status at the work site (i.e. he/she becomes an employee). To ensure that any significant changes to the training hours are approved by the Grantee.
  12. The Training Site agrees to maintain confidentiality of any information regarding the Work Experience/Transitional Job Trainee or their family members obtained through application forms, interviews, tests, or any other source. Such information shall not be divulged without the permission of the Work Experience/Transitional Job Trainees, and then, only as necessary for purposes related to the performance, compliance or evaluation of the agreement.
  13. To indemnify and hold the Grantor harmless from and against liabilities, claims, losses, and expenses arising out of or as a result of violation of the Training Site's responsibilities.
  14. Certifies that its buildings and surroundings comply with the standards set forth in the rules and regulations by the Occupational Safety and Health Administration (OSHA).
  15. To be bound by the Drug-Free Workplace Regulatory Requirements that are specified in the Drug-Free Workplace Act of 1988, Public Law 10-690, Title V, Subtitle D; 41 U.S. Code 701 et seq.; 29 CFR Part 98, Federal Register 54 CFR 4946.

## **2.0 Grantee Responsibilities**

### **2.1 The Grantee agrees to fulfill the following responsibilities:**

1. To ensure that the participant's Work Experience/Transitional Job assignment is consistent with his/her vocational interests and/or his/her known or demonstrated abilities.
2. To compensate trainees in accordance with the agreement established with them, prior to their work site assignment.
3. To ensure that participants are not paid for sick or vacation days, unworked hours, recreational activities, holidays, or any time the work site is closed. Participants must not train in excess of forty hours per week or the number of hours prescribed by the work site agreement.
4. To provide support, regular follow-up, and appropriate counseling to participants.
5. To coordinate the collection of time records and the delivery of checks.
6. To monitor the training sites for compliance with the conditions of the Agreement and all applicable state, federal, and local laws and regulations.
7. To ensure that all supervisors at the training site are properly advised and trained concerning the requirements of this agreement.

### **3.0 General Assurances**

3.1 The Training Site agrees to comply with the Workforce Innovation and Opportunity Act, and with the regulations promulgated thereunder and published in the Federal Register. (Copies of the Act and Regulations are available from the Grantee.) These assurances include, but are not limited to the following:

1. No participant under 18 years of age shall be employed in any occupation found to be hazardous as determined by the Fair Labor Standards Act, Subpart E, Part 570.
2. Participants shall not be utilized to build, operate, or maintain any part of any building which is used for sectarian instruction or worship.
3. Under no circumstances shall an employee of the work site loan money to a trainee or cash a trainee's check. If a participant is experiencing difficulty in cashing his/her check, the grantee should be notified.
4. As a condition to the award of financial assistance from the Department of Labor, the Grantee and Training Site assure, with respect to operation of the DOL-funded activity, it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014, including the Nontraditional Employment for Women Act of 1991, title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and will all applicable requirements imposed by or pursuant to regulations implementing those laws. The United States has the right to seek judicial enforcement of this assurance.

### **4.0 Termination for Cause**

4.1. Failure by either the Training Site or the Grantee to comply with the provisions of this Agreement may be used as a basis for the termination of this Agreement by either the Training Site or the Grantee.





**PEE DEE LOCAL WORKFORCE DEVELOPMENT AREA  
WORK EXPERIENCE /TRANSITIONAL JOB  
TRAINEE EVALUATION FORM**

Trainee Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

**Check One:** \_\_\_\_\_ **Mid-Point Review** \_\_\_\_\_ **End of Program Review**

Major Occupational Training Elements	Excellent	Satisfactory	Unsatisfactory	Areas in need of improvement/Comments
1. Attendance/Punctuality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Appearance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Relationship with Others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Ability to follow oral and written directives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Work Habits and Attitude	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Quality of Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Attitude towards fellow workers and supervisor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8. Initiative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9. Dependability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10. Willingness to Learn	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Overall Job Performance</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

This evaluation has been discussed with the Work Experience/Transitional Job Trainee and the Trainee and the Work Experience/Transitional Job Supervisor certify that training has been provided as indicated by the terms of the Work Site Agreement.

Work Experience/Transitional Job Trainee \_\_\_\_\_ Date \_\_\_\_\_

Work Experience/Transitional Job Supervisor \_\_\_\_\_ Date \_\_\_\_\_

**PEE DEE WORKFORCE DEVELOPMENT AREA  
WORK EXPERIENCE/TRANSITIONAL JOB  
MONITORING INSTRUMENT**

*Training Site* \_\_\_\_\_

\_\_\_\_\_  
*Participant(s) Assigned*

\_\_\_\_\_  
*Monitoring Date*

\_\_\_\_\_  
*Participant(s) Present*

\_\_\_\_\_  
*Contact Person for Training Site*

1. Is the assigned worksite supervisor present? Yes \_\_\_\_\_ No \_\_\_\_\_  
(If no is checked, list the name and job title of the person supervising)
2. Is there a completed worksite agreement at the site? Yes \_\_\_\_\_ No \_\_\_\_\_
3. Do the job descriptions accurately reflect the actual work that the trainee is performing?  
Yes \_\_\_\_\_ No \_\_\_\_\_
4. (*Youth only*) Are job assignments in accordance with the Fair Labor Standards Act?  
Yes \_\_\_\_\_ No \_\_\_\_\_
5. Are time sheets up-to-date and being accurately maintained? Yes \_\_\_\_\_ No \_\_\_\_\_
6. Do time sheets reveal hours in excess of those allowed by the Fair Labor Standards Act (*for youth*)?  
Yes \_\_\_\_\_ No \_\_\_\_\_
7. Do time sheets reveal hours in excess of 40 hours per week? Yes \_\_\_\_\_ No \_\_\_\_\_
8. Based on interviews of participants at the site, answer the following questions:
  1. (*Youth only*) Is there a supervisor present at all times? Yes \_\_\_\_\_ No \_\_\_\_\_
  2. Is there sufficient work available for all trainees? Yes \_\_\_\_\_ No \_\_\_\_\_
  3. Are time and attendance policies being adhered to? Yes \_\_\_\_\_ No \_\_\_\_\_
  4. Are trainees aware of their duties and responsibilities? Yes \_\_\_\_\_ No \_\_\_\_\_

5. Are trainees aware of the procedures as they relate to absences, tardiness, and emergencies? Yes \_\_\_\_\_ No \_\_\_\_\_
6. Are trainees experiencing any problems that may affect their worksite performance? Yes \_\_\_\_\_ No \_\_\_\_\_
7. Name(s) of trainees interviewed:
9. Does a survey of the buildings and surroundings reveal any breach of compliance with OSHA safety standards? Yes \_\_\_\_\_ No \_\_\_\_\_
10. Based on trainee interviews and direct observation, were there any noted instances of non-compliance with the Agreement and/or federal, state, and local laws and regulations?
- Yes \_\_\_\_\_ No \_\_\_\_\_
- If yes, please explain.
11. Ask the Training Site Employer representative the following questions: On a scale of 1 to 6, with 6 being the best, how satisfied are you with the work experience/transitional job trainee and/or activity?
- Have there been any issues with the trainee's work performance or behavior? How was it resolved and was the grantee helpful in finding a resolution?
12. General Comments/Observations

\_\_\_\_\_  
Monitor's Signature

\_\_\_\_\_  
Date

**PEE DEE LOCAL WORKFORCE DEVELOPMENT AREA  
WORK EXPERIENCE/TRANSITIONAL JOB  
TIME SHEET**

Participant's Name: \_\_\_\_\_

Training Site: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Pay Period: From \_\_\_\_\_ to \_\_\_\_\_

<i>Day of Week</i>	<i>Date</i>	<i>In</i>	<i>Lunch</i>		<i>Out</i>	<i>Total Hours Worked</i>	<i>Trainee Signature</i>
			<i>Out</i>	<i>In</i>			
Sunday							
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							
Sunday							
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							
Total Hours							

Comments:

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_