



WORK EXPERIENCE SERVICES

PURPOSE

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

SCOPE

Workforce Innovation and Opportunity Act Title I contracted Service Providers

RESPONSIBLE PARTY

Workforce Alliance of the North Bay
Regional Workforce Development Board

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
- Fair Labor Standards Act (FLSA) of 1938, 29U.S.C. § 203
- Affordable Care Act of 2010

POLICY

- I. 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.
- II. Participant Eligibility
 - A. All WEX participants must meet WIOA program eligibility requirements and:
 1. Be enrolled into the respective WIOA program
 2. Have received an assessment
 3. Have developed a current Individual Employment Plan (IEP) that documents the participant's need and benefit for WEX.

Workforce Alliance of the North Bay is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

III Employer Eligibility

- A. The following standards apply to all employers utilized as WEX placements for participants engaged in programs and activities under Title I of WIOA:
1. Must be registered with the Internal Revenue Service (IRS) and have an account with the Employment Development Department (EDD) for Unemployment Insurance and carry Workers' Compensation Insurance;
 2. Must be licensed to operate in the State of California and provide their Federal Employer Identification Number (FEIN);
 3. Must have safe and healthy working conditions with no previously reported health and safety violations that have been reported but not corrected;
 4. Must not illegally discriminate in training or hiring practices because of race, color, sex, national origin, religion, physical or mental disability, political beliefs, affiliations, or age;
 5. Shall not terminate the employment of any of their current employees or otherwise reduce its workforce either fully or partially (such as reduction in hours or benefits) with intention of filling the vacancy with a WEX participant or as a result of having a WEX participant;
 6. Shall not allow the WEX activity to result in the infringement of promotional opportunities of their current employees; and
 7. Shall not allow the participant to be involved in the construction, operation, or maintenance of any part of a facility that is used, or to be used, for religious instruction or as a place for religious worship.

IV. Compensation

- A. 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:
1. Participant's skill set and skill level
 2. Type of work performed
 3. Required skill set
 4. Training objectives
 5. Service Providers budget
- B. Hours worked shall be tracked on a WEX time sheet which will be signed by the participant and assigned WEX site supervisor. A copy will be kept in the case file.
1. Participants will only be paid for hours worked as documented on the WEX time sheet.
- C. WEX participants shall not be paid for:
1. Vacation breaks;
 2. Lunch breaks; or
 3. A holiday recognized by the service provider as a "paid holiday".
- D. WEX participants shall not be authorized to work overtime.



- V. WEX Agreement
 - A. WEX Agreements 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.
 - B. The WEX Agreement details the specific guidelines that must be followed by the employer, participant and Service Provider.
 - C. Agreements must have a mid and final evaluation of participants objectives.
 - D. WEX agreements must be fully approved by each Service Provider signatory and employer.
 - 1. Signatures must be obtained by all parties prior to the start of the WEX.
 - E. WEX Agreements may be modified.
 - 1. 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 allowed.
 - F. The maximum length of any WEX activity is 180 days.
 - G. A worksite supervisor shall not have more than five (5) participants under their direction.
- VI. Academic and Occupational Education Component refers to contextual learning that accompanies a work experience. It includes information necessary to understand and work in specific industries and/or occupations.
 - A. All WEX must include an academic and occupational education component.
 - B. The component may occur concurrently or sequentially with the WEX.
 - C. It may occur inside or outside the work site.
 - D. The WEX employer can provide the academic and occupational component may be provided in through classroom instruction.
- VII. Monitoring
 - A. 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 and participant to review the participant's progress in meeting training plan objectives. Any deviations from the WEX agreement should be dealt with promptly.
 - B. WEX participant's training and payroll records may be reviewed by Federal, State and Workforce Alliance of the North Bay fiscal and program monitors. These entities have the right to access, examine and inspect any site where any phase of the WEX program is being conducted. Proper WEX documentation must be maintained in such a way to facilitate an audit. WEX training and payroll records must be maintained for three (3) years after the participant's conclusion of WIOA enrollment activities.

POLICY UPDATE HISTORY

December 12, 2019 – New Policy

INQUIRIES

Questions regarding this policy can be sent to Operations Unit.

