



## TITLE: WIOA Adult & Dislocated Worker – Work Experience (WEX) Procedures # 5120P

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**Type:** Program Procedure

**Date Established:** 07/01/2016

**Date Last Revised:** 06/07/2019

**Date Posted to Website:** 07/07/2016

**Status:** Final

**Supersedes:** WIA Procedures in Policy # 530R1

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### Procedures

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#### Participant Eligibility:

- All WEX participants must meet program eligibility requirements, be enrolled into the respective WIOA program, and have received an assessment resulting in the development of an Individual Service Strategy or Individual Employability Plan that documents the participant's need for and benefit from a WEX.
- Individuals who have received funding through an ITA, cohort or other WIOA funded training are also eligible for WEX. Funding for training and WEXs are separate.

#### WEX Employer Eligibility:

- Must be registered with the Internal Revenue Service (IRS) and have an account with the Washington State Employment Security Department for Unemployment Insurance and carry Workman's Compensation Insurance;
- Must be licensed to operate in the State of Washington and provide their Federal Employer Identification Number (FEIN);
- Must have safe and healthy working conditions with no previously reported health and safety violations that have been reported but have not been corrected;
- Does not illegally discriminate in training or hiring practices because of race, color, sex, national origin, religion, physical or mental disability, political beliefs or affiliations or age;
- 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 the intention of filling the vacancy with a WEX participant or as the result of having a WEX participant;
- Shall not allow the WEX activity to result in the infringement of promotional opportunities of their current employees;
- Shall not allow the participant to be involved in the construction, operation or maintenance of any part of any facility that is used, or to be used for religious instruction or as a place for religious worship.

**WEX Timeframe:**

There are no regulations governing the amount of time a participant may be placed in a WEX. Typically, WEXs average between 2-10 weeks. When determining the duration of a WEX activity, the following should be considered:

**Objectives of the WEX:**

- Length of time necessary for the participant to learn the skills identified in the learning plan;
- The employer having sufficient quantity of meaningful work activities for the participant and;
- Service provider budget.

**Compensation:**

Participants enrolled in a paid WEX shall be compensated an hourly wage at not less than the State or local minimum wage, whichever is higher. Participants shall be paid ~~only~~ for the hours worked during the WEX as documented on the participant's WEX time sheet. Participants must be provided one hour of paid sick leave for every 40 hours worked, regardless of full-time, part-time, temporary, or seasonal status.

WEX participants shall not be paid for:

- Vacation breaks;
- Lunch breaks; or
- A holiday recognized by the service provider as a "paid holiday."

WEX participants are not authorized to work overtime.

When determining the hourly wage for a WEX participant, the following considerations should be taken into consideration. This list is not intended to be allinclusive:

- Objectives of the WEX;
- Type of work performed during the WEX;
- Skill set of the participant;
- Skill set required for the WEX; and/or
- Service provider budget.

**WEX Funding/Duration Limits:**

WEXs are subject to a maximum duration of up to 6 months with the same (\$7,000) maximum funding limit as stipulated for training in the PacMtn's Individual Training Account Policy #540.

When determining the duration of a WEX activity, the following should be considered:

**WEX Timeframe Consideration:**

- Objectives of the WEX:
- Length of time necessary for the participant to learn the skills identified in the learning plan;

- The employer having sufficient quantity of meaningful work activities for the participant and
- Service provider budget.
- In public and non-profit agencies: A WEX agreement may be written for a period of up to three months, based upon the needs of the participant. The WEX may be extended for up to an additional three months if appropriate for the participant and following A. in the WEX Guidelines. The maximum duration for a WEX activity is six months.
- In private-for-profit business: WEX shall be limited to eight weeks. The WEX may exceed eight weeks in length but only with a strong possibility of an offer of paid employment with the WEX employer (as a direct result of the additional time in the WEX activity). The offer of paid employment may include On-the-Job Training.
- Special Circumstances: WEX that is developed specifically for a person with a disability may be written for a period of time necessary for the participant to achieve the competencies listed in the WEX Learning Plan.
- Waiver to maximum duration: The maximum duration for a WEX activity in the public and non-profit sectors is six months. This applies whether a WEX is extended or if a participant starts a second WEX with a different WEX employer. A program operator may submit a waiver request to the PMWC Deputy Director to exceed the six month limit:
- In the case of a participant who has completed six months of WEX in the public or non-profit sector but has the opportunity to do additional WEX in the private sector. However, there must be a very strong possibility of an offer of paid employment.

**WEX Fiscal Issues:**

- Each WIOA program operator must follow their own agency's procedures for the completion and processing of participant WEX timesheets and for the provision of L & I.
- WIOA program operators may wish to include the following language in their agreements:
  - "Participants are not employees or agents of (*enter the name of your agency*). Liability due to the actions of WEX participants on a WEX site will be the responsibility of the WEX Employer."
- WEX agreements may remain in force provided funding is available. The loss or disruption of funding shall be cause for termination of a WEX agreement.

*Any discrepancies arising between PacMtn policy and or procedures with federal and state provisions due to current or future revisions will default to the current minimum federal and state regulations and guidance available. PacMtn policy and or procedures may set forth stricter requirements than provided by federal and state guidance, but in no case will PacMtn policy and or procedures not meet minimum federal and state policy.*

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## **References**

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Workforce Innovation and Opportunity Act of 2014

WIOA Final Rule; 20 CFR Parts 676,677, and 678; Federal Register, Vol. 81, No. 161, August 19, 2019

WIOA Final Rule; 20 CFR Parts 603, 651, 652, et al; Federal Register, Vol. 81, No. 161, August 19, 2019

WIOA Section 134(c)(3)(E)

US DOL Wage and Hour Division [www.dol.gov](http://www.dol.gov)

PacMtn Policy #5120, Work Experience (WEX)

**DATE APPROVED: June 4, 2016, 4/25/17, 6/13/19**

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**Direct Inquiries to:**

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**Tumwater, WA 98512**

**Telephone: (360) 704-3568**

**Email: [info@pacmtn.org](mailto:info@pacmtn.org)**

PacMtn is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. WA Relay 711

Attachment 1

Work Experience in the Pacific Mountain Workforce Development Area  
Sample Agreement

The parties listed below mutually agree that Work Experience (WEX) shall be established for the named participant subject to the provisions of this agreement. The purpose of WEX is to provide the participant the opportunity to practice skills learned in the classroom, update skills, develop new skills and/or basic work habits, and/or preparation for a career change.

WEX Agreement # \_\_\_\_\_

Parties to this agreement:

**1) PARTICIPANT**

Name:	Phone:	Email:
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**2) WIOA PROGRAM STAFF**

Name:	County:	Program: ___Adult___ DW
Staff Name:	Phone:	Email:

**3) WEX EMPLOYER**

Name:			
WEX Address:			
Supervisor:	Phone:	Email:	
Alternative Supervisor:	Phone:	Email:	
Check One:	___ Private For-Profit	___ Non-Profit	___ Public Sector

**WEX INFORMATION**

Start Date:	End Date:	Hrs/Wk:	# of Weeks:	Total Hours:
WEX Position Title:			Hourly Wage:	

**EXTENSION INFORMATION**

New End Date:	Hrs/Wk:	# of Weeks:	Total Hours:
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WEX Participant Agrees:

- Put forth his/her best effort to achieve the competencies outlined in the WEX Learning Plan.
- Go to work on time each day and call in if unable to attend due to illness or emergency.
- Communicate with the WIOA Program Staff at least monthly. Inform the WIOA Program Staff of any issues that may keep you from getting to the WEX site or staying on the job.
- Follow the WEX employer's rules.
- Do not participate in religious or political activities during WEX working hours.

**WIOA Program Staff agrees:**

- Take the participant's interests, abilities, and occupational goal into consideration when developing a WEX placement.
- Assist the WEX employer in developing a WEX Learning Plan that addresses the participant's interests, abilities, need for experience and/or occupational goal(s) and the WEX employer's needs.
- Provide new WEX employers with an orientation at their place of business to ensure that they understand the terms of the WEX agreement and their responsibilities.
- Provide an orientation to the participant that includes, at a minimum, their responsibilities, time sheets, proper work attire, behavior, attendance, monthly contacts, what to do if a problem arises, etc.
- Ensure that the participant understands and agrees to the WEX Learning Plan and with their responsibilities as a WEX participant. This shall include having the participant sign the WEX agreement to document their agreement.
- Maintain contact with the WEX participant on a regular basis but not less than monthly.
- Upon request, assist the participant and/or the WEX employer with issues that may arise such as when a participant is having difficulties demonstrating soft skills, job keeping skills, achieving WEX competencies or if a barrier should arise.
- Ensure that the participant and WEX employer are following the requirements listed in this policy and the WEX Learning Agreement.
- Check time sheets for accuracy and submit according to the WIA program operator's procedures.

**WEX Employer Assures:**

- No current employees will be displaced either fully or partially (such as reduction in hours or benefits) as a result of having a WEX position.

- Employer has not terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy with a work experience participant.
- The WEX will not result in the infringement of promotional opportunities of current employees.
- The WEX participant shall not be involved in the construction, operation or maintenance of any part of any facility that is used, or to be used, for religious instruction or as a place for religious worship.
- That the participant will not be involved in political or sectarian activities as part of his/her work experience program.
- Meaningful work experience and adequate supervision will be provided.
- That no participant shall be required to work more than the pre-determined WEX schedule. A WEX shall not exceed forty hours per week.
- Equal Opportunity and Non-Discrimination:  
As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the nondiscrimination assurances at 29 CFR Part 38.25 apply to this contract/agreement, as identified.
- That the participant will not be placed in a WEX that would require them to be directly supervised by an immediate member of their family. The term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.
- They will be responsible for notifying the participant (before the actual start date of the work experience) of the location, time and person to report to as described in the WEX agreement.
- They will provide the participant with an orientation to the WEX site that includes, at a minimum, the WEX employer's rules, expectations and safety procedures.
- The WEX site will be responsible for adherence to health and safety standards that would affect the participant's welfare while on the WEX site.
- That they will provide the participant with any tools and equipment needed for the WEX assignment.
- That they will promptly notify the WIOA Program Staff of any act or omission by any participant who fails to carry out his/her duties and responsibilities (that may jeopardize the continuation of the WEX agreement).
- The WEX employer will complete the WEX Learning Plan and may ask for assistance from the WIOA Program Staff.
- That they will complete and submit time sheets as instructed by the WIOA Program Staff and will preserve the WEX agreement and all participant timesheets for three (3) years after the end of the

ending date of the work experience, or longer if any litigation or audit is begun or any claim is instituted which involves these records.

- That they agree that the WIOA Program Staff, the Pacific Mountain Workforce Consortium, or authorized State or Federal representatives have the right to monitor and/or audit the WEX site and any documents or records that are part of the WEX. This only applies to documents that pertain to the WEX.
- That they will do one of the following:
  - Transition participant into unsubsidized employment.
  - Transition participant into an on-the-job training, which leads to unsubsidized employment.
  - Assist participant with job search or provide information on job openings within the WEX employer's agency.
- The WEX employer will notify the WIOA Program Staff if it becomes necessary to dismiss the participant and will allow the WIOA Program Staff advance opportunity to counsel the participant before dismissal. In cases where the WEX employer must immediately dismiss the participant for serious violations at the WEX site, the WEX employer will document the cause of the dismissal and provide this to the WIOA Program Staff.
- WEX employers that are not self-insured (as with state and local government) must have Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits as deemed appropriate for their business (by industry standards or the WIOA Program Staff).
- That the WEX participant will not drive any vehicle (whether their own, borrowed or owned by the WEX employer) during WEX hours unless there is prior approval from the WIOA Program Staff and the WEX employer includes the participant on their vehicle insurance policy with adequate coverage (by industry standards or the WIOA Program Staff).
- Verification of Coverage and Acceptability of Insurers: The WEX employer shall furnish the WIOA Program Staff with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required prior to commencement of the WEX. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the WIOA Program Staff.
- The WEX employer agrees to defend, hold harmless and indemnify the WIOA Program Staff, their officers, agents, employees and assignees; and also the Pacific Mountain Workforce Development Council and Consortium against any and all damages or claims for damages resulting or allegedly resulting from the services to be performed by the agency, its agents, employees and the WEX participant(s) under this agreement.
- That all disputes shall be resolved informally between the participant, the WEX employer, and the WIOA Program Staff. If resolution does not occur, existing grievance procedures established by the WEX employer to resolve disputes may be followed. If the WEX employer has no internal grievance procedure or if the dispute remains unresolved, the parties agree to participate in and be



bound by determinations resulting through the administration process of the WIOA Program Staff or the Pacific Mountain Workforce Consortium.

- This agreement may be terminated at any time at the determination of either the WEX employer or the WIOA Program Staff upon 5 day written notification to the other party.
- The end date of this agreement may be extended by written mutual agreement of both parties. (See the “WEX Information” section on the first page of this agreement.)
- Signatures below certify acceptance of this agreement.

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Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

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WEX Employer Representative Signature and Title \_\_\_\_\_ Date \_\_\_\_\_

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WIOA Program Staff Representative Signature and Title \_\_\_\_\_ Date \_\_\_\_\_

**ORGANIZED LABOR CONCURRENCE**

Is the occupation subject to a collective bargaining agreement? \_\_\_\_\_ Yes \_\_\_\_\_ No (IF YES):

**(Enter name)** \_\_\_\_\_, agent of Union & Local # **(Enter Collective Bargaining Unit here)**.

I am in concurrence with this WEX agreement.

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Authorized Collective Bargaining Agent \_\_\_\_\_ Date \_\_\_\_\_

Attachment 2

**WEX LEARNING PLAN  
ASSESSMENT/EVALUATION FORM**

WEX Agreement # \_\_\_\_\_

**WEX**

**Participant:** \_\_\_\_\_

**WEX Employer:** \_\_\_\_\_

**WEX Site Supervisor:** \_\_\_\_\_

<b>LEARNING PLAN Competencies to be Achieved</b>	<b>Satisfactorily Skilled? Yes or No</b>	<b>Evaluation Date</b>