



# CAMO2COMMERCE POLICY & PROCEDURE

**TITLE:** Work Experience Policy

**POLICY #:** 583

**REVISION:** NA

**EFFECTIVE DATE:** 8/21/2017

**REVISION DATE:** NA

---

**APPLIES TO:** WIOA NDWG Funded Camo 2 Commerce Programs

## REVISION HISTORY

Revision	Date	Revision Description
Original	NA	This policy allows standard WEX Agreements to be written for C2C WIOA NDWG Program participants. This policy applies only to the C2C WIOA NDWG Program & will be rescinded upon completion of the program.

## PURPOSE:

To provide policy direction and guidance for the implementation of Work Experiences (WEXs) for WIOA eligible C2C Dislocated Workers as an individualized career service within Career Services. WIOA provides for a workforce system that is job-driven. The WEX program provides work experience to assist individuals in establishing a work history, demonstrate success in the workplace, and develop skills that lead to stable employment.

## POLICY:

A Work Experience (WEX) opportunity may be provided as an individualized career service to C2C enrolled Dislocated Workers who have met the priority of service requirements.

Work experience is defined as “a planned, structured learning experience that takes place in the workplace for a limited period of time that contributes to the achievement of the participant’s employment goal(s).

The Work Experience workplace (WEX site) may be in the private-for-profit sector, the non-profit sector, or the public sector. An internship or work experience may be paid or unpaid, as appropriate.

A WEX is not designed to replace an existing employee or position. Wages are provided by the C2C WIOA NDWG service provider and paid directly to the participant developing an employer/employee relationship between the service provider and the WEX participant. Labor standards apply in any WEX where an employee/employer relationship exists, as defined by the Fair Labor Standards Act. Employers are not monetarily compensated.

## **POLICY GUIDELINES:**

### **A Work Experience (WEX) may consist of:**

- WEXs must provide a planned and structured learning experience that will contribute to the achievement of the participant's employment goals through a measurable training component.
- are designed to assist individuals to establish a work history, demonstrate success in the workplace, and develop the skills that lead to entry into and retention in unsubsidized employment.
- WEX agreements must be signed by all parties prior to the start of the WEX.
- A single WEX Agreement may be written for 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.
- WEX agreements may be modified. 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 valid.

### **WEX Funding/Duration Limits:**

- WEXs are subject to a maximum duration of 6 months with the same (\$7,000) maximum funding limit as stipulated for training in the PacMtn's Individual Training Account Policy #5100

### **Wex Monitoring:**

- C2C WIOA NDWG program staff must ensure regular and on-going monitoring and oversight of the WEX. Monitoring may include on-site visits and phone/email communication with the employer/trainer and participant to review the participant's progress in meeting training plan objectives. Any deviations from the WEX agreement should be dealt with promptly.
- The C2C WIOA NDWG program operator's oversight of the WEX participant's training and payroll records may be reviewed by Federal, State and local fiscal and program monitors. These entities will have the right to access, examine and inspect any site where any phase of the WEX program is being conducted. The service provider will maintain its records and accounts in such a way as to facilitate the audit. Records must be maintained for three (3) years after the conclusion of the WEX.

### **Transitional Jobs:**

- WIOA permits local areas to offer transitional jobs which are limited work experiences, that are subsidized and for those individuals with barriers to employment because of chronic unemployment or inconsistent work history. There are limits on the amount of funds local areas may use. PacMtn WDC has not authorized the use of this activity at this time.

## **PROCEDURE:**

### **Participant Eligibility:**

- All WEX participants must meet program eligibility requirements, be enrolled into the respective C2C WIOA NDWG 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.

WEX participants shall not be paid for:

- Sick leave;
- 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 all inclusive:

- 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 # 5100.

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 to exceed the six month limit request to the PacMtn Director of Finance and Administrative Services.
- 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 C2C WIOA NDWG 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.
- C2C WIOA NDWG 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.

**ATTACHMENTS:**

---

*Attachment 1 & 2*

**EQUAL OPPORTUNITY:**

---

PacMtn is an equal opportunity employer/program.  
Auxiliary aids and services are available upon request to persons of disability.

**REFERENCES:**

---

Workforce Innovation and Opportunity Act of 2014

PacMtn Policy #5120, Work Experience (WEX)

PacMtn Procedure #5120P, Work Experience (WEX)

For employer, participant and WIOA program staff responsibilities refer to:

PacMtn WEX Agreement,

- Attachment 1, WEX Learning Plan:
- Attachment 2 Assessment/Evaluation Form,

Workforce Innovation and Opportunity Act of 2014

CFR 680.170	CFR 681.600	WIOA Sec. 188(a)(2) and (3)
CFR 680.830	CFR 683.270	WIOA Sec. 129 (c)(2)(C)
CFR 680.840	CFR 683.280	WIOA 134(c)(2)(A);188(a)(2)

Training and Employment Guidance Letter (TEGL) 03-15

**DATE APPROVED:**

---

**Direct Inquiries to:**  
**Pacific Mountain Workforce Development Council**  
**1570 Irving Street SW Tumwater, WA 98512**  
**Telephone: (360) 704-3568**  
**Email: [Info@pacmtn.org](mailto:Info@pacmtn.org)**

**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 a 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 \_\_\_\_\_

**2) C2C Program Staff**

Name \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**3) Wex Employer**

**Check One:** \_\_\_\_\_ *Private for Profit* \_\_\_\_\_ *Non Profit* \_\_\_\_\_ *Public Sector*

Name \_\_\_\_\_

Address \_\_\_\_\_

Wex Worksite Location (If different) \_\_\_\_\_

Supervisor \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Alternate Supervisor \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_

**4) Wex Informatin**

Position Title \_\_\_\_\_

Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Hours/Week \_\_\_\_\_ Total Agreement Hours \_\_\_\_\_

Hourly Wage \_\_\_\_\_ Total Wages to be Paid \_\_\_\_\_

**Wex Information – Post Transition (As applicable)**

Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Hours/Week \_\_\_\_\_ Total Agreement Hours \_\_\_\_\_

Hourly Wage \_\_\_\_\_ Total Wages to be Paid \_\_\_\_\_

**5) Extension Information - New End Date** \_\_\_\_\_

New Hours/Week \_\_\_\_\_ New Total Hours \_\_\_\_\_

**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 C2C WIOA Program Staff at least monthly. Inform the C2C 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.

**C2C WIOA NDWG 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 worksite are following the requirements listed in this policy and the WEX Learning Agreement.
- Check time sheets for accuracy and submit according to the WIOA 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.
- That the participant shall not be subject to discrimination because of race, color, creed, age, sex, national origin, marital status, veteran status, sexual orientation, or political affiliation, or presence of any sensory, mental or physical handicap.
- 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 C2C WIOA NDWG 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 C2C WIOA NDWG Program Staff .
- That they will complete and submit time sheets as instructed by the C2C WIOA NDWG 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 C2C WIOA NDWG program staff , PacMtn PacMtn 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 C2C WIOA NDWG program staff if it becomes necessary to dismiss the participant and will allow the C2C WIOA NDWG 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 C2C WIOA NDWG 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 C2C WIOA NDWG 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 C2C WIOA NDWG program staff and the WEX employer includes the participant on their vehicle insurance policy with adequate coverage (by industry standards or the C2C WIOA NDWG program staff ).
- Verification of Coverage and Acceptability of Insurers: The WEX employer shall furnish the C2C WIOA NDWG 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 C2C WIOA NDWG program staff .
- The WEX employer agrees to defend, hold harmless and indemnify the C2C WIOA NDWG 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 C2C WIOA NDWG 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 C2C WIOA NDWG 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 C2C WIOA NDWG 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.)

**The signatures below certify acceptance of this agreement:**

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

\_\_\_\_\_  
WEX Employer Representative Date

\_\_\_\_\_  
C2C Program Staff Representative Date

**ORGANIZED LABOR CONCURRENCE**

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

\_\_\_\_\_  
*Agent of Union and Local #*

\_\_\_\_\_  
*Collective Bargaining Unit*

\_\_\_\_\_  
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 Achieved? Yes or No</b>	<b>Evaluation Date</b>