

TITLE: WIOA Transitional Jobs Policy # 9000

Type: Program Policy

Date Established: 8/02/2019

Date Last Revised: 11/19/2021

Date Posted to Website: 12/27/2019

Status: Final

Supersedes: N/A

Purpose

Under WIOA, Transitional Jobs are a type of work-experience local workforce development boards can offer as an individualized career service. Transitional jobs are time-limited, wage-paid work experiences that are subsidized up to 100 percent. These jobs can be in the public, private, or nonprofit sectors and are only available for individuals with barriers to employment who are chronically unemployed or who have an inconsistent work history, as determined by the local board.

Transitional jobs provide individuals with work experience and an opportunity to develop important workplace skills within the context of an employee-employer relationship, in which the TRJ Training Provider/Company most often is the Employer of Record and with an opportunity to develop important workplace skills.

PacMtn has established local policy and procedures to provide direction and guidance for the implementation of Transitional Jobs to serve qualified program participants and employers of the WorkSource System within the PacMtn WDA.

Policy

Transitional Jobs:

- Must be combined with comprehensive career and supportive services.
- A Transitional Job is considered an individualized career service.
- Must be designed to establish a work history for the individual, demonstrate success in the workplace, and develop the skills that lead to entry into and retention in unsubsidized employment.

Unlike on-the-job training (OJT), with transitional jobs, the TRJ Training Provider/Company most often is the Employer of Record and there is no requirement that the employer retains the individual upon completion of the transitional job, however, job retention is an ideal outcome.

Stipulations and allowances for funding Transitional Job relationships in alignment with PacMtn policy and as approved by the LWDB:

1. May approve for use up to 10 percent of their combined total allocation of adult and dislocated worker funds to support transitional jobs for serving adult and dislocated program participants specifically.
2. May approve as deemed appropriate, additional funding made available through other federal, state or private funding sources. Any usage cap or other usage restrictions will be determined based on source of funding and total amount of allocation.

Policy Guidelines

Transitional Jobs must be combined with comprehensive employment and allowable supportive services. Comprehensive Employment and Supportive Services must be documented in the program participant's service plan and case notes.

A Transitional Job will be subsidized up to 100% of wages in a qualifying public, private, or nonprofit sector. Transitional Job opportunities are provided to program participants with barriers to employment who have barriers to employment who are chronically unemployed or who have an inconsistent work history, as established by local policy. PacMtn has identified the following:

- **An inconsistent work history**
Consisting of relatively short-term attachment to past jobs (approximately 1 year or less) and gaps in work history that cannot be explained by recent economic conditions.
- **Chronic unemployment**
Typified by unemployment for a period equal to what would be required for exhaustion of Unemployment Insurance benefits, a work history with frequent episodes of unemployment, despite being able and willing to work.

Program staff must document how the transitional job will help the program participant establish a work history, demonstrate success in the workplace, and develop the skills that lead to entry into and retention in unsubsidized employment.

The wages and benefits paid for the transitional job must be similar to those paid for other employees performing similar work. Wages must be based on hours worked as recorded on the trainee's time sheet.

- **Program staff must refer to and follow the fully detailed “*Terms and Conditions*” requirements as outlined in the attached TRJ Transitional Jobs Agreement.**

Program staff must ensure a Transitional Job agreement (attached), has been completed containing all signatures necessary to include that of the program participant (**TRJ Trainee**), training provider (**TRJ Training Provider/Company**) and program practitioner (**Trainee Provider**). The agreement must clearly state all of the expectations of all parties. The agreement should clarify the rate of pay and the duration of the experience along with the learning objectives for the program participant.

A program or program staff member (**Trainee Provider**), may not spend more than the amount of funds budgeted for transitional jobs in their PacMtn service contracts as allocated in the relative program year.

The total transitional job reimbursement should be based on the wages of others doing similar work, the length of the placement, and whether other resources are available to offset the cost of the wages.

A Transitional Job relationship may be established for a duration of up to and not to exceed one year as determined applicable to the degree of barriers to employment, and additional factors which should play a part in the decision-making process, as relevant to include:

- The type of employers to be served as TJ sites, their needs and the time needed to establish an applicable work history

- Level of current Job skills upon entry and the level needed to generate a positive outcome
- The need and type of program support and or access to career and supportive services that will be needed during the TJ relationship.
- Program staff may provide eligible Transitional Jobs program participants Support Services as identified allowable within PacMtn's local Support Services Policy 5200 and Support Services Procedure document 5200P.

Definitions

- Program Participant – TRJ Trainee
- Program or Program Staff – TRJ Trainee Provider
- Training Provider - TRJ Training Provider/Company and/or Employer of Record

References

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, 2016

WIOA Final Rule; 20 CFR Parts 603, 651, 652, et al; Federal Register, Vol. 81, No. 161, August 19, 2016

Training and Employment Guidance Letter (TEGL) 19-16 and 10-16 Change 1

Attachment

Transitional Job (TRJ) Agreement with Training Plan

DATE APPROVED: August 13, 2019, 4/9/2020, 11/19/2021

Direct Inquiries to:

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Email: Info@pacmtn.org

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Transitional Job (TRJ) Agreement with Training Plan

The training provider named below agrees to provide a TRJ training opportunity, in accordance with the terms and conditions, both of which are incorporated by reference.

Section 1: Contact Information

TRJ Agreement# _____

Complete information for the Transitional Job (TRJ) Training Provider/Company "Employer of Record" and the Training Provider

TRJ Trainee Provider:	Contact Person:	Main Telephone #:
TRJ Trainee Provider Address:	Email:	Fax:
TRJ Training Provider/Company Name:	F.E.I.N. #	U.B.I. #
TRJ Training Provider/Company Address:	Contact Person:	Email:
	Telephone #:	Fax:

Section 2: Trainee and TJ Information *Complete the contact information for Trainee and reimbursement rates.*

TRJ Trainee Name:	ETO#	Telephone #:
Beginning Date:	End Date:	Total Training Hours:
Job Title:	Economic Development Sector:	
Job Description:		
Hourly Wage Rate:	TRJ maximum	Labor Market Outlook:

Section 3: Training Plan *List the skills to be learned by the Trainee and estimated training hours.*

Skills To Be Learned:	Estimated Training Hours:	Start Date	Completion Date
1.			
2.			
3.			
4.			
5.			

Tools, Uniforms, Supplies Needed for Training:



Section 4: Transitional Job (TRJ) Agreement – Terms and Conditions

1. The purpose of this agreement is to establish the general terms and conditions under which TRJ Trainee Provider **identified below** may refer a Workforce Innovation and Opportunity Act (WIOA) Transitional Job (TRJ) Trainee to the TRJ Training Provider/Company to enable the TRJ Trainee to take part in a TRJ as defined under the Workforce Innovation and Opportunities Act. The TRJ Training Provider/Company **identified below** acts as the employer of record.
2. Individuals employed in activities under title I of WIOA must be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills. Such rates must be in accordance with applicable law, but may not be less than the higher of the rate specified in sec. 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the applicable State or local minimum wage law.
3. The TRJ Provider/Company shall provide worker's compensation coverage for the TRJ employee and assures that the training shall be provided in accordance with WIOA Sec. 181 (a)(1)(A) and 20 CFR 667.272.
4. The Training Provider/Company verifies that the TRJ will relate to the skills to be learned in **Section 3**.
5. The Training Provider/Company certifies that the company is financially solvent on the date of this contract, and, by the best projection, will remain financially able to meet agreement obligations.
6. The Training Provider/Company will be in full accordance with all applicable federal, state, and local laws and ordinances (including but not limited to anti-discrimination, labor and employment laws, environmental laws or health and safety laws) while the Trainee is participating in the Transitional Job (TRJ)
7. The Training Provider/Company certifies that the TRJ will not impair existing agreements for services or collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of a TRJ, or it has no collective bargaining agreement with a labor organization that covers the TRJ position.
8. The Training Provider/Company certifies that they have not been debarred or suspended in regard to federal funding. The Training Provider/Company further assures that TRJ funds will not be used to assist, promote, or deter union organizing.
9. The Training Provider/Company certifies that no member of the TRJ Trainees immediate family is engaged in an administrative capacity for the Training Provider/Company or will directly supervise the TRJ Trainee. For the purpose of this agreement, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters, or person bearing the same relationship to the TRJ Trainee's spouse.
10. The Training Provider/Company certifies that the TRJ Trainee will not be employed to conduct the construction, operation, or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship.
11. The Training Provider/Company assures that the TRJ Trainee has not been hired into or will remain working in any position when any other person is on layoff from the same or a substantially equivalent job within the same organizational unit or has been bumped and has recall rights to that position, nor if the TRJ position is created in a promotional line that infringes on opportunities of current employees.
12. TRJ agreement is subject to modification or termination due to actions taken by the Federal, State, or Local governments that result in a frustration of contract purpose. Such actions include but are not limited to withdrawal of funding.
13. The nondiscrimination assurances at 29 CFR Part 38.25 apply to this TRJ Agreement.

This Transitional Job (TRJ) Agreement is between _____ the TRJ Trainee Provider, the Training Provider/Company _____ and the TRJ Trainee _____.



Both parties agree to the terms and conditions set forth within this agreement. The agreement term commences on: **(INSERT START DATE)** _____ and terminates on **(INSERT END DATE)** _____.

Section 5: FISCAL – Terms and Conditions

1. Training Provider/Company (Employer of Record) shall pay the Trainee on a schedule concurrent with current employees of the organization in an amount not to exceed total reimbursement for hours worked by Trainee in accordance with this Agreement or any executed modifications.
2. Training Provider/Company agrees to complete and report on a monthly basis progress of Trainee, to insure Trainee’s progress. To submit to the TRJ Provider by the time/date provided on a schedule to allow adequate time to process reimbursements to Training Provider/Company, no less than monthly.
3. Training Provider/Company agrees that records which are related to the TRJ agreement are subject to review, monitoring, and audit by the TRJ Provider, the State and/or the federal government, at any time and without prior notice to the Training Provider/Company Name.
4. Training Provider/Company shall provide adequate insurance coverage to protect against legal liability arising out of TRJ activity.

Section 5: Signatures

a) I certify that I am legally authorized to enter into this Agreement on behalf of the Training Provider/Company and that I agree to all the terms and conditions stated above.

Signature of TRJ <u>Provider/Company</u>	Title	Date
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b) I certify I am legally authorized to enter into this Agreement on behalf of the TRJ provider and that I agree to all the terms and conditions stated above.

Signature	Title	Date
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Signature TRJ <u>Trainee Provider</u>	Title	Date
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c) I certify I am agreeing to participate in the Transitional Job Opportunity listed above.

Signature of TRJ <u>Trainee</u>	Date
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The PacMtn WorkSource System is an equal opportunity employer/program. Auxiliary aids and services are available upon request to Individuals with disabilities. WA Relay 711