

WORK EXPERIENCE WORKSITE HANDBOOK

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Overview

This document outlines the criteria approved by the Workforce Development Board of South Central Wisconsin (WDBSCW) for developing Work Experience (WE) agreements with businesses, non-profits or community-based organizations.

Sites agreeing to a WE will determine a general set of skills to develop with a worker as well as a schedule. It is the responsibility of all to adhere to this handbook and the deadlines set by the WDBSCW, to help ensure a smooth operation of the WE strategy.

For workers, this strategy is utilized to obtain new skills and gain valuable knowledge about a workplace and its culture.

The WDBSCW is the employer of record and will cover WE wages, payroll taxes and worker compensation. Workers are not eligible for unemployment compensation on the wages earned during the WE. Also, workers are not eligible for paid time off or holiday pay.

All applicable labor laws apply and must be followed by the WDBSCW and the worksite host.

Section I: Work Experience Criteria

A. WE Employee Qualifications

- i. **Adult and Dislocated Worker WE** – WE is available for Workforce Innovation and Opportunity Act (WIOA) eligible Adult and Dislocated Workers
- ii. **Youth WE** – WE is available for WIOA eligible youth
- iii. **Reverse Referral** – An individual referred to the program by an employer may be considered for a WE if the following conditions are met:
 - a) The individual has not already been offered the job;
 - b) The individual lacks the skills necessary for the job;
 - c) Because of the lack of skills, the employer will only hire the individual under a WE agreement;
 - d) The employer meets all other employer qualifications, requirements and responsibilities; and
 - e) The individual has met eligibility requirements for WIOA services and has received an assessment, and for whom an individual employment plan has been developed.

B. WE Worksite Qualifications and Assurances

- i. **Qualifications and Assurances**
 - a) Employer will need to obtain Union Concurrence if required.
 - b) The employment must not have the effect of filling a vacancy created by an employer terminating a regular employee or otherwise reducing its workforce for the purpose of hiring a participant.
 - c) The employment must not have the effect of filling a position when any other person is on layoff or strike for the same or a substantially equivalent job within the same organizational unit.
 - d) The employment must not fill a position when any other person is engaged in a labor dispute regarding the same or a substantially similar job within the same organizational unit.
 - e) WE cannot be used for a participant's previous employer.
- ii. **Prohibited Worksites for WE Agreements**
 - a) Employers which are casinos or other gambling establishments, swimming pools, aquariums, zoos and golf courses.
 - b) That will displace workers.
 - c) An employer that has relocated all or part of their business within the previous 120 days where the relocation action has resulted in the loss of employment of any employee at the original site.
 - d) Occupations depending on commission as the primary income source.
 - e) Professional occupations for which the trainee already possesses a license (e.g. real estate agent, insurance agent, bartender, etc.).
 - f) Occupations dependent on tips or gratuities as the primary income source.
- iii. **Other**
 - a) WE agreements should not comprise more than 25% of the employer's employees.

- b) WIOA WE is not an entitlement program for employers. The decision to enter into a WE agreement with an employer is at the discretion of the service provider and the WDBSCW.

C. WE Determinations

i. Wage Standards

- a) The WE wage rate must be at least the minimum wage rate in Wisconsin (\$7.25) and no more than \$15.00.
- b) Wage will be determined by comparing the wage of the most comparable position and cannot be more than that position.
- c) Workers will not be required to work overtime hours.
- d) Hours worked on holidays will be paid at the base rate.

ii. Duration

- a) WE should be at least six weeks and no more than nine weeks.
- b) Hours range from 20-40 hours per week.
- c) A WE agreement for less than 20 hours per week requires written approval from the WDBSCW.

iii. Worker Schedule

- a) The weekly schedule should adhere to the Worksite Agreement.
- b) The Worksite Agreement must be updated to reflect any permanent changes, including additional hours. It must be submitted to the WorkSmart Network (WSN) staff. The WDBSCW must approve the Worksite Agreement prior to changing hours.
- c) Every effort should be made to ensure that the worker is only working the hours stated in the Worksite Agreement schedule.

iv. Worker Payment

- a) Paychecks will be made directly to the participant.

v. Support Services

- a) WE participants are eligible for support services. Staff and participants will follow the support services guidelines already established by the WDBSCW.

Section II: Work Experience Paperwork

WSN staff will ask the worksite for the following information to fill out the paperwork required for approval:

- i. Primary and secondary contact or supervisor and contact information.
- ii. Union concurrence (if applicable).
- iii. Worksite schedule.
- iv. WE position title.
- v. Hourly rate: Set at minimum wage of \$7.25 or up to \$15.00 per hour.
- vi. Work skills to develop (based on position description).

On the first day of an approved WE, WSN staff will come in for final signatures, provide timesheets and the evaluations. They will set the dates and times with you for the evaluations and explain the process for timesheets.

If an injury happens on the worksite, use the Department of Workforce Development's (DWD) *Employer's First Report of Injury or Disease* form. Please submit within 24 hours of the injury to:

Lameece Tyne, Director of Finance, WDBSCW
ltyne@wdbcw.org or fax to (608) 249-9356.

Section III: Worksite Responsibilities

- i. The employer is responsible for communicating with WSN staff if there are significant training issues, if skill attainment is behind schedule, if the training schedule is behind schedule, if there are concerns with workplace conduct or employment status is in jeopardy.
- ii. If Worksite Agreement is adjusted, the Worksite Supervisor should contact the WSN staff to discuss the changes. The Worksite Supervisor will submit a revised Worksite Agreement the WSN staff for submission and WDBSCW approval.
- iii. The worker will be paid for the hours worked, which must align with the Worksite Agreement. Vacation, holiday and sick time will not be covered by the WE agreement. Holiday pay will be reimbursed at the regular base rate.
- iv. Workers who are under the age of 18 and work longer than six hours in one day, are entitled to a 30-minute duty-free meal period. Worksite Supervisors and workers should talk about worksite specific lunch and break rules.
- v. No company acting as a host worksite may hire a worker if a member of the worker's immediate family is a staff or board member of the host worksite that hires, promotes, establishes salary, or directly supervises the worker. The term "immediate family" is defined as: wife, husband, son, daughter, mother, father, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent or foster child.

Section IV: Worker Responsibilities

- i. Arrive dressed appropriately for the job. This includes wearing a uniform and proper safety gear when required.
- ii. Know assigned work schedule and report to work on time.
- iii. Follow scheduled breaks and lunch hours.
- iv. Know and follow safety rules and regulations.
- v. Know the worksite rules and the worksite policy on tardiness and absences.
- vi. Know the name and telephone number and email address of your Worksite Supervisor.
- vii. If worker is going to be tardy or absent from work, they are required to contact their Worksite Supervisor before scheduled shift. The WDBSCW's expectations for tardiness and attendance are:
 - a. Tardiness
 - i. A worker will be considered tardy if she or he arrives after the scheduled starting time or if the worker is not ready to begin work at the starting time.
 - ii. The first two times, the worker will receive a verbal warning.
 - iii. The third tardy will result in a letter of reprimand, which will warn the worker that any further tardy arrivals will result in suspension or termination.
 - b. Attendance
 - i. Unexcused absences
 1. First unexcused absence will result in a verbal warning.
 2. The second unexcused absence will result in a letter of reprimand.
 3. The third unexcused absence will result in termination.
 - ii. If a worker is going to be absent from work, they are required to contact their Worksite Supervisor before their scheduled shift.
 - iii. If a worker misses work due to an illness beyond two workdays, they will need to submit a doctor's excuse to the Worksite Supervisor upon their return.
 - iv. When a worker is absent from work, the Worksite Supervisor should clearly mark on the timesheet to indicate the day(s) absent.
- viii. Record daily hours worked on timesheet and keep a separate record for themselves.
- ix. Always review and sign timesheet themselves. Never sign a blank timesheet.
- x. Know where to find the WDBSCW complaint procedure.
- xi. Do not engage in any inappropriate behavior with peers, children at the worksite, Worksite Supervisor or anyone working for, or receiving a service from worksite.
- xii. Report any behavior that is deemed as inappropriate, as it relates to the working environment to the WSN.
- xiii. If the worker believes that they are being harassed by another employee, customer or any other person in the scope of employment, speak with Worksite Supervisor or the WSN staff.

Section V: Timesheet Process and Paycheck Distribution

The timesheet process is only relevant to approved WE agreements. Worker will record hours on timesheets provided by WDBSCW and the Worksite Supervisor will verify that the hours recorded are correct and sign off on the timesheets.

A. Process

- i. On the first day of the WE, WSN staff will provide timesheets.
- ii. The actual number of hours worked for the week must be recorded.
- iii. Timesheets must align with the hours on the signed Worksite Agreement.
- iv. When a worker is absent, the Worksite Supervisor should clearly mark on the timesheet to indicate the day(s) absent.
- v. If a workday falls on a holiday, the base rate will be used.
- vi. Workers are not required to work overtime.
- vii. The worker is not eligible for paid time off.
- viii. The worker and the Worksite Supervisor must sign each timesheet before submitting to the WSN staff for approval.
- ix. If permanent changes need to be made to the schedule, WSN staff should update the Worksite Agreement and send to the WDBSCW for approval, prior to working different hours.

B. Check Distribution

- i. Checks will be mailed to the address listed on the W-4, submitted with the WE paperwork based on the established payroll schedule. If a worker has a change of mailing address, they must contact the WSN staff to change address.

C. Evaluations

- i. Three evaluations must be completed throughout the WE. The WSN staff will be present for at least one evaluation. Evaluations should be completed within the first week, at the midpoint and during the last week of the WE. The WSN staff will need all three evaluations with all applicable signatures.

Section VI: Additional Information as Needed

A. Injury report

- i. If an injury happens on the worksite, use the Department of Workforce Development's (DWD) *Employer's First Report of Injury of Disease* form. Please submit within 24 hours of the injury to:
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B. Support Services

- i. WE participants are eligible for support services. Staff and participants will follow the support services guidelines already established by the WDBSCW.