



**Tulsa Area Workforce Investment Board, Inc.**  
*Proudly serving Creek, Osage, Pawnee and Tulsa Counties in Oklahoma*

## **Work Experience (WEX) Policy**

**Board Approved: February 20, 2014**

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[www.workforcetulsa.com](http://www.workforcetulsa.com)

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This presentation was financed in whole or part by funds from the US Department of Labor as administered by the Oklahoma Employment Security Commission.

TU2014-02202014-00

**Board Approval:** 02 20 2014  
**Executive Committee Approval:** 02 11 2014  
**Oversight Committee Approval:** 01 27 2014

**Reason:** To simplify language for easier comprehension. Local Monitoring has changed to 5% of all Work Experience Contracts will be monitored on an annual basis.

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**Board Approval:** 02 23 2012  
**Executive Committee Approval:** 2 14 2012  
**Oversight Committee Approval:** 1 31 2012

**Reason:** To implement language that explains the consequence of participants' using illegal drugs or alcohol while participating in WIA funded training.

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**Board Approval:**  
**Executive Committee Approval:**  
**Oversight Committee Approval:**

**Reason:** State guidance, Oklahoma Employment and Training Issuance (OETI) #05-2010 To amend policy and procedures concerning WIA Worksite Agreements and to provide a standardized three part Worksite Agreement containing (1) the WIA Worksite Terms and Conditions, (2) the WIA Trainee Work Plan, and (3) the WIA Trainee Time Sheet (or a worksite time report if applicable) as received. The standardized Worksite Agreement is to be utilized for Adult, Dislocated Worker and Youth work experience programs.

***Recession: OETI 13-2009 rescinded by 05-2010***

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**Board Approval:** 02 18 2010  
**Executive Committee Approval:** 02 09 2010

**Reason:** Revised Work Experience Policy removed outdated language.

**Removed outdated information regarding work hour limits:** Duration of a regular adult Work Experience are as follows: Private for Profit Sector- 320; Public and Not-for-Profit Sector - 640

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**Board Approval:** 07 16 2009  
**Executive Committee Approval:** 07 07 2009  
**Oversight Committee Approval:**

**Reason:** State guidance, Oklahoma Employment and Training Issuance (OETI): 03-2009

The Work Experience Policy is designed to establish a local policy regarding the use of paid and unpaid work experience activities, including internships, as a service strategy in the Workforce Investment Act (WIA) Programs of the Tulsa Workforce Investment Board (TAWIB)

**Reason:** Work Experience Policy Revision – PY08 Finding 2008-18 Workforce Tulsa's Work experience policy is out of compliance with OETI #9-2003 on several issues. The policy is now updated to address the following requirements: 1) how each work site agreement will be numbered per board policy; 2) the responsibility to ensure that the supervisor's and the alternate supervisor's

name match in the information and certification sections of the work site agreement; and 3) the purpose of the work-site supervisor's evaluation.

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Board Approval: 02 20 2008

Executive Committee Approval: 02 05 2008

**Reason:** TAWIB did not follow Open Meetings Act or By-Laws to have minutes ratified. This policy has been created to provide direction to the TAWIB staff and partners consistent with state and federal guidance and/or to replace outdated TAWIB policies.

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Board Approval: 07 01 2007

**Reason:** *State guidance, Oklahoma Employment and Training Issuance (OETI): 30-2000*

Work Experience Policy is designed to establish a local policy regarding the use of paid and unpaid work experience activities, including internships, as a service strategy in the Workforce Investment Act (WIA) Programs of the Tulsa Workforce Investment Board (TAWIB)

# Tulsa Area Workforce Investment Board

## Work Experience Policy

Board Approved: 02/20/2014

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- I. **Purpose:** The Work Experience Policy is designed to establish a local policy regarding the use of paid and unpaid work experience activities, including internships, as a service strategy in the Workforce Investment Act (WIA) Programs of the Tulsa Area Workforce Investment Board (TAWIB).
- II. **Authority:** Oklahoma Employment Security Commission (OESC) Oklahoma Employment and Training Issuance (OETI): 30-2000; OESC WIA Worksite Agreements, OETI 05-2010; WIA §134(e); WIA Final Regulations Section 20 CFR Part 663.200, 664.460, 664.470, 667.270, 667.274.
- III. **Background:** Work Experience is designed to assist adults, dislocated workers and youth with limited work history to limited experience in a specific job or profession, gain valuable work skills. Work experience is a planned, structured learning experience that takes place in a workplace for a specified period of time. Work Experience for adults and youth may have different planned outcomes. The Worksite Agreement is designed to establish certain assurances and conditions that must be agreed upon between the WIA Grantee and/or Service Provider and the work experience location
- IV. **Definitions:**
  - a. Work Experience - May be a paid or unpaid work assignment. Paid work assignments are those in which the WIA Grantee and/or Service Provider acts as an employer of record and pays a wage to the program participant (even though the worksite assignment may be with another agency, organization, or business);
  - b. Non-Displacement of Employees - A participant in a program or activity authorized under title I of WIA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation for the activity).
- V. **Local Policy:**

*The WIA Worksite Agreement is designed to establish certain assurances and conditions that must be agreed upon between the WIA Grantee and/or Service Provider and the work experience Worksite.*

  - a. A work experience workplace may be in the private, non-profit, or public sectors and may be paid or unpaid and must meet the following guidelines. Work experience for youth clients is designed to enable youth to gain exposure to the working world and its requirements. Work experiences should help youth acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment.
  - b. Paid work experiences shall include wages no less than minimum wage.
  - c. The service provider shall be the employer of record for all regular Work Experience Worksite Agreements
  - d. **Monitoring:** It is understood that the Worksite may be monitored by the TAWIB, Fiscal Agent, Oklahoma Department of Commerce and by any State or Federal Agencies administering funds under the Workforce Investment Act of 1998. The most recent approved State Work Experience Policy will be used during local monitoring. TAWIB requires a minimum of 5% of all Work Experience Agreements will be monitored annually.

**e. Required File Documentation:**

This agreement includes:

- i. WIA Worksite Terms and conditions,
- ii. WIA Trainee Work plan, and
- iii. WIA Trainee Time Sheet (or worksite time report) as received.
- iv. Work Experience Trainee Evaluation
- v. Work Experience Worksite Orientation acknowledgement of Receipt
- vi. WIA Work Experience Incident report
- vii. Payroll Registry

The original must be kept in the Service Provider's office and a copy uploaded to the Oklahoma Service Link Virtual Client File. Please review OWDI 03-2013 for further guidance on uploading documents.

- f. Modifications:** *WIA Worksite Terms and Conditions is only required to be attached if a modification is made to the Terms and Conditions.* Modifications may only be made to the WIA Worksite Terms and Conditions in the event that the Worksite Representative or the Service Provider Representative changes. The appropriate section of the WIA Worksite Terms and Conditions must be completed and new signatures acquired within 30 calendar days. Modifications do not require a new agreement number. The date of the modification must be noted in the appropriate field at the top of page 1 of the WIA Worksite Terms and conditions. The WIA Worksite Terms and Conditions may only be modified two times and if additional changes need to be made after the second modification, the Worksite and Service Provider must enter into a new Terms and Conditions. A reason as to why a modification was needed will be placed within the clients Program Notes.

**VI. Compliance**

This policy shall be used in accordance with all other applicable local policies.

**Policy Attachments:**

Attachment A: OETI 05 -2010 WIA Worksite Terms and Conditions

Attachment B: OETI 05-2010 WIA Trainee Work Plan

Attachment C: OETI 05-2010 WIA Trainee Time Sheet

Attachment D: OETI 05-2010 WIA Work Experience Trainee Evaluation

Attachment E: OETI 05-2010 WIA Work Experience Worksite Orientation

Attachment F: OETI 05-2010 WIA Work Experience Incident Report



WIA Worksite Agreement Number: \_\_\_\_\_

Modified: \_\_\_\_/\_\_\_\_/\_\_\_\_

Modified: \_\_\_\_/\_\_\_\_/\_\_\_\_

## WIA Worksite Terms and Conditions

This Agreement is to provide employment and training services to eligible youth or adults (referred to as Trainees) participating in a work experience authorized and funded under the Workforce Investment Act (WIA) of 1998. Under this Agreement, Trainees will be provided work experience, which is valuable and meaningful for both Trainees and the Worksite. Work experience will be consistent with each Trainee's capabilities and interests, and consistent with the Trainee's Individual Service Strategy or Individual Employment Plan. Work experience will also aid in the development of skills and work habits, which will assist the Trainee in obtaining unsubsidized employment in the future.

### SECTION 1 – Parties to the Agreement:

Worksite		WIA Grantee and/or Service Provider	
Worksite:		Grantee and/or Service Provider:	
Address:		Address:	
Representative:		Representative:	
Title:		Title:	
Telephone:		Telephone:	
Term of Agreement			
Start Date:		End Date:	

### SECTION 2 – Worksite Responsibilities

The Worksite agrees to uphold the following responsibilities:

1. Will provide meaningful, sufficient, well-planned activities designed to promote the development of positive work habits and specific skills required for obtaining future unsubsidized employment.
2. Will provide a safe, sanitary, and drug free environment.
3. Will provide adequate, full-time supervision by qualified supervisors.
4. Will accurately account for Trainees time and attendance.
5. Will provide sufficient equipment and/or materials to enable the Trainee to carry out work assignments.
6. Will provide job orientation to all WIA Trainees related to work policies, job safety, and job expectations. The work policies and job expectations for WIA Trainees must be the same as for non-WIA workers at the site.
7. Will conduct evaluations at least three (3) times throughout the duration of the Trainee's work experience as directed by the WIA Grantee and/or Service Provider and will notify the WIA Grantee and/or Service Provider of any unsatisfactory performance levels.
8. The Worksite Supervisor will report any incidents involving the Trainee to the WIA Grantee and/or Service Provider as directed by the WIA Grantee and/or Service Provider during Worksite orientation.

9. The Trainee, Supervisor, and authorized Worksite official will complete any necessary on-the-job injury reports and submit to the local WIA Grantee and/or Service Provider in a timely manner so that medical claims can be processed for worker's compensation.
10. Will not discriminate in any manner or for any reason against any WIA Trainee.
11. Will ensure that all activities are in compliance with current Fair Labor Standards and State of Oklahoma Child Labor Laws. NOTE: A minor under the age of 16 years must be permitted a one (1) hour cumulative rest period for eight (8) consecutive hours worked or a 30 minute cumulative rest period for five (5) consecutive hours worked (40 O.S § 75). Rest periods of short duration, running from 5 to about 20 minutes must be counted as hours worked (29 CFR 785.18) while longer breaks are to be counted as hours worked at the discretion of the employer.
12. No Trainee will displace current employees, result in the reduction of work hours for current employees, or be placed in position where any other individual is on layoff from the same or any substantially equivalent position.
13. No Trainee shall participate in activities that assist, promote, or deter union organizing.
14. No Trainee shall participate in any sectarian activity pertaining to religious or political doctrines, sects, denominations, or practices.
15. All rules and regulations governing the WIA program will be upheld.

### **WIA Grantee and/or Service Provider Responsibilities**

The WIA Grantee and/or Service Provider agrees to uphold the following responsibilities:

1. Will provide each Worksite supervisor with an orientation to the WIA Program prior to any Trainee being placed on the Worksite; and provide the following written materials:
  - A Worksite Orientation Packet,
  - A copy of the WIA Worksite Terms and Conditions, and
  - A copy of the WIA Trainee Work Plan.
2. Will maintain a list of minors under the age of 16 placed at the Worksite available for review at any time with the following information:
  - Trainee name and age,
  - Worksite where the Trainee is placed,
  - The time of opening and closing of the establishment,
  - The hours of commencing and stopping work, and
  - The time allowed for meals and/or breaks.
3. A copy of the corresponding employment certificate/work permit for each individual must be attached to this list of Trainees.
4. Will inform the Trainee of grievance procedures, nepotism rules, equal pay, and non-discrimination assurances.
5. The Trainee will be covered under the Worker's Compensation policy of the local WIA Grantee and/or Service Provider.
6. Will pay a wage to the Trainee as determined by the local board policy not less than current minimum wage and not to exceed a starting wage paid by the Worksite for the position in which the Trainee is placed.
7. Will provide guidance and counseling to Trainees experiencing unsatisfactory performance.

### **SECTION 3 - Time, Attendance, and Compensation:**

Accurate time and attendance records will be kept by the Worksite supervisor on each Trainee. Trainees will be paid only for actual hours worked, and no pay will be given for hours not worked, including lunch breaks, holidays or other absences. Under no circumstances should any Trainee work overtime. If Trainees work on a recognized state or federal holiday, the Trainees will be paid their regular hourly wage. Time and attendance may be recorded on time sheets provided by the WIA Grantee and/or Service Provider or by the Worksite's method such as a punch time clock, computer check-in, or badge scanning system (referred to as the worksite time report). If the worksite time report is utilized, a record must be given to the WIA Grantee and/or Service Provider at the end of each pay period and must contain the following information:

1. Worksite Name,
2. Worksite Address and Telephone,
3. Trainee Name,
4. Time In, Time Out & Total Hours Worked per Pay Period,
5. Record of lunch break/rest periods 30 minutes or longer (breaks of short duration must be counted as hours worked and do not need to be recorded), and
6. Worksite Supervisor signature, Trainee signature, and Date.

Time and attendance records will be signed at the end of the pay period by the Trainee and the supervisor, whose signatures will certify accuracy.

Upon request of the WIA Grantee and/or Service Provider the Worksite will release the Trainee for attendance at labor market orientations, career orientations, job readiness training, or other WIA activities.

### **SECTION 4: Amendments:**

Section 8 (page 4) of the WIA Worksite Terms and Conditions is only required to be attached if a modification is made to the WIA Worksite Terms and Conditions. Modifications may only be made to the WIA Worksite Terms and Conditions in the event that the Worksite Representative or the WIA Grantee and/or Service Provider Representative change. The appropriate section on page 4 of the WIA Worksite Terms and Conditions must be completed and new signatures acquired within 30 calendar days. Modifications do not require a new agreement number. The date of the modification must be noted in the appropriate field at the top of page 1 of the WIA Worksite Terms and Conditions. The WIA Worksite Terms and Conditions may only be modified two times and if additional changes need to be made after the second modification, the Worksite and WIA Grantee and/or Service Provider must enter into a new WIA Worksite Agreement.

### **SECTION 5 - Monitoring:**

It is understood that the Worksite may be monitored by the WIA Grantee and/or Service Provider, the Local Workforce Investment Board, and any State or Federal Agencies administering funds under the Workforce Investment Act of 1998.

### **SECTION 6 - Termination of Agreement:**

This agreement may be terminated for violation of any clause, the Workforce Investment Act, or Local, State or Federal law. It may also be terminated upon two week written notice from either party.



**SECTION 7 - Certification and Approval:**

The signatures below constitute understanding and agreement of the terms set forth in this document. If the Worksite is negligent in responsibilities agreed to in this document, the Worksite:

1. May not be used at a future date, and
2. Is financially responsible for costs deemed illegal by auditors or monitors.

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Worksite Representative Date

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WIA Grantee and/or Service Provider Representative Date



## WIA Trainee Work Plan

A WIA Trainee Work Plan must be attached to the WIA Worksite Terms and Conditions for each Trainee.

Trainee Information					
Trainee Name:		Trainee Telephone:			
OSL Participant ID		Program:	<input type="checkbox"/> Adult	<input type="checkbox"/> DLW	<input type="checkbox"/> Youth -> <input type="checkbox"/> IS <input type="checkbox"/> OOS
Emergency Contact:		Emergency Contact Telephone:			
Worksite Information					
Worksite:					
Worksite Address:	Worksite Telephone:				
	Days/Hrs. of Operation:				
Supervisor:	Telephone:	Email:			
Alt. Supervisor:	Telephone:	Email:			
General Training Information					
Job Title		Hourly Wage:		Maximum Hours:	
Work Schedule:					
Work Location:					
Estimated Start Date:		Estimated End Date:			
Duties and Responsibilities					
1.			5.		
2.			6.		
3.			7.		
4.			8.		

***I certify that the above WIA Trainee Work Plan is correct.***

Trainee Signature	Date	Worksite Supervisor Signature	Date
WIA Representative Signature	Date	Alternate Supervisor Signature	Date

If a Trainee Work Plan is being modified for any reason **other than changing Worksites**, complete the modification section below. If the Trainee is changing Worksites, a NEW Trainee Work Plan must be completed and attached to the corresponding WIA Worksite Terms and Conditions.

Modification 1	Modification 2
Date:	Date:
Modification:	Modification:
Reason:	Reason:

***I certify that the above modification information is correct, and the Trainee and Worksite Supervisor have participated in the development.***

WIA Representative Signature	Date	WIA Representative Signature	Date
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WIA Trainee Time Sheet

Trainee Information						
Trainee Name:					OSL Participant ID:	
WIA Program:	<input type="checkbox"/> Adult	<input type="checkbox"/> DLW	<input type="checkbox"/> Youth ->	<input type="checkbox"/> In School	<input type="checkbox"/> Out of School	
WIA Funding Stream:	<input type="checkbox"/> Formula	<input type="checkbox"/> Other _____		Wage Rate	\$	
Worksite:						
Supervisor:		Telephone:	Email:			
WIA Authorized Rep:			Telephone:			

Pay Period: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

Week 1 (mm/dd)	IN	Lunch Period (if taken)		OUT	Total Time Worked	
		OUT	IN		Hours	Minutes
Sunday	/					
Monday	/					
Tuesday	/					
Wednesday	/					
Thursday	/					
Friday	/					
Saturday	/					
Total Time Worked / Week 1 =						

Week 2 (mm/dd)	IN	Lunch Period (if taken)		OUT	Total Time Worked	
		OUT	IN		Hours	Minutes
Sunday	/					
Monday	/					
Tuesday	/					
Wednesday	/					
Thursday	/					
Friday	/					
Saturday	/					
Total Time Worked / Week 2 =						

Week 3 (mm/dd)	IN	Lunch Period (if taken)		OUT	Total Time Worked	
		OUT	IN		Hours	Minutes
Sunday	/					
Monday	/					
Tuesday	/					
Wednesday	/					
Thursday	/					
Friday	/					
Saturday	/					
Total Time Worked / Week 3 =						

Total Time Worked / Pay Period =						
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*I certify that the Trainee time and attendance information for the pay period is correct.*

Trainee Signature	Date	Worksite Supervisor Signature	Date
WIA Representative Signature	Date		

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## WIA Work Experience Trainee Evaluation

Trainee Information			
Trainee Name:			OSL Participant ID:
Estimated Start Date:		Estimated End Date:	Job Title:
Worksite Information			
Worksite:			
Worksite Address:	Worksite Telephone:		
	Days/Hrs. of Operation:		
Supervisor:	Telephone:	Email:	
Alt. Supervisor:	Telephone:	Email:	

Please rate the Trainee for each characteristic utilizing the following scale:  
 1 = Unsatisfactory 2 = Satisfactory 3 = Good 4 = Excellent

Item	Initial Rating	Mid-Term Rating	Final Rating
1. Cooperative			
2. Following Directions			
3. Responsible			
4. Take Initiative			
5. Skills Progress			
6. Appearance			
7. Attendance			
8. Punctuality			
9. Integrity			
10. Productivity			
11. Work Quality			
12. Conduct/Attitude			
Average Rating: Total Points / 12			
Comments:			
Date of Evaluation:			

## Certification

I have discussed this performance evaluation with the Trainee, and certify that I have evaluated the skills objectively.

**Supervisor Signature:**

This performance evaluation has been discussed with me, and I certify that I have received training in the skilled listed.

**Trainee Signature:**

## WORKFORCE INVESTMENT ACT

### Work Experience Worksite Orientation

Worksite:			
Worksite Address:			
Worksite Telephone:			
Supervisor:		Telephone:	Email:
Alt. Supervisor:		Telephone:	Email:

#### Acknowledgement of Receipt

This is to certify that I have received, read, and understand the rules, regulations, and instructions contained in the orientation manual. I have also received a copy of the job description (s) of the participant (s) whom I will be supervising.

\_\_\_\_\_  
Worksite Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alternate Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
WIA Representative Signature

\_\_\_\_\_  
Date

**WIA Work Experience Incident Report**
**Worksite Supervisor:** Please complete the following information and submit to: \_\_\_\_\_

Worksite Information					
Worksite:					
Worksite Address:			Worksite Telephone:		
			Days/Hrs. of Operation:		
Supervisor:			Telephone:	Email:	
Alt. Supervisor:			Telephone:	Email:	
Trainee Information					
Trainee Name:			Telephone:		
Trainee Address:			City:	Zip Code:	
Incident Information					
Location of Incident:			Date:	Time:	
Description of Incident:					
Injury Sustained:	<input type="checkbox"/> YES <input type="checkbox"/> NO		Type of Injury:		
Medical Treatment Received:	<input type="checkbox"/> YES <input type="checkbox"/> NO		Name of Physician:		
Physician Address:			City:	Zip Code:	
Complete This Section Only If The Incident Was Reported To The Police					
Police Station Name/Number:					
Police Station Address:			City:	Zip Code:	
Officer Name:			Telephone:		
Certification					
Worksite Supervisor Signature:				Date:	
Trainee Signature:				Date:	