



EAST TENNESSEE LOCAL WORKFORCE
DEVELOPMENT AREA
WORKFORCE INNOVATION AND
OPPORTUNITY ACT
POLICY MANUAL

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Martha A. Afford

APPROVED

SUBJECT: Work Experience

POLICY STATEMENT: To provide policy direction for the implementation of Work Experiences (WEXs) for WIOA eligible youth clients.

Introduction: WIOA includes a major focus on providing youth with work experience opportunities. WIOA prioritizes work experiences with the requirement that local areas must spend a minimum of 20 percent of local area funds on WIOA youth work experiences.

Purpose: WEX shall be a paid, planned, structured, and time-limited learning experience that takes place in a workplace. Work experience opportunities are typified by a partnership among the WIOA service provider, the WEX employer partner, and the WEX client. They are administered in accordance with WIOA regulations. The intent is to provide youth a positive, educational work experience—often a first-time work placement—in a supportive workplace environment.

Eligible WIOA Clients: WIOA eligible youth program clients

Process:

Participant Eligibility

All WEX clients 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 (ISS) that documents the participant’s need for and benefit from a WEX.

Individuals who have received funding through an ITA other WIOA funded training are also eligible for WEX. Funding for training and WEXs are separate.

Employer Eligibility

The WEX Employer:

- must be registered with the Internal Revenue Service (IRS) and have an account with the Tennessee Department of Labor and Workforce Development Unemployment Insurance and carry Workman’s Compensation Insurance;
- must be licensed to operate in the State of Tennessee and provide its 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, age, or gender identity.
- shall not terminate the employment of any 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 for current employees; and
- 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 8-15 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

Clients enrolled in a paid WEX shall be compensated an hourly wage at not less than the State or local minimum wage, whichever is higher. Hourly wages for clients may exceed the State or local minimum wage where certain conditions are met (see TABLE 1). Clients shall be paid only for the hours worked during the WEX as documented on the participant's WEX time sheet.

WEX clients shall not be paid for:

- sick leave,
- vacation breaks,
- lunch breaks, and
- a holiday recognized by the service provider as a "paid holiday."

WEX clients are not authorized to work overtime.

When determining the hourly wage for a WEX participant, the base wage type and rationale shown in TABLE 1 should be taken into consideration. This list is not intended to be all inclusive:

TABLE 1: HOURLY WAGE AND COMPENSATION RATES

<u>Base Wage Type</u>	<u>Rationale</u>	<u>Hourly Wage Rate Hike</u>	<u>Final Hourly Wage</u>
Tier 1 WEX Entry-Level	WEX Weeks 1-3	\$0.00	Up to \$9.00
Tier 1 WEX Entry-Level Plus	WEX Weeks 4-8	\$1.00	Up to \$10.00
Tier 2 WEX	Placement into a WEX that features above minimum wage hourly pay rate	None	Prevailing Hourly Wage

Definitions for Basic Wage Type:

Tier 1 WEX Entry-Level Wage represents a prevailing entry-level hourly wage during weeks 1-3 for first-time WEX clients with no prior relevant work experience.

Tier 1 WEX Entry-Level Wage Plus represents a prevailing entry-level hourly wage plus a \$1.00/hr. premium during weeks 4-8 for first-time WEX clients who have shown satisfactory progress as determined by employer progress reports and career specialist observations.

Tier 2 WEX represents an accelerated hourly wage in a job where the prevailing entry-level hourly wage is significantly higher than minimum wage.

WEX Funding Limits

WEXs are subject to lifetime maximum dollar limits of three thousand dollars (\$3,000.00) per participant. **Lifetime cap may be extended at the discretion of the Executive Director.**

Participant File Documentation

The following WEX documents shall be uploaded to the Virtual One Stop platform within three business days of creation of the documents:

- comprehensive assessment identifying a WEX as an appropriate service,
- completed ISS documenting the WEX services and outcomes,
- WEX Agreement (completed prior to the start of the WEX),
- learning plan (completed prior to the start of the WEX),
- weekly time cards/sheets, and
- case notes

WEX Agreement

WEX Agreements must contain, at a minimum, the following:

- clear statement of purpose;
- identification of all parties including the WEX participant;
- requirements of the employer, participant and WIOA service provider;
- WEX start and end dates;
- training job title and responsibilities;
- required tools, equipment or uniforms, if applicable;
- supportive services that are needed by the participant, if applicable;
- detailed computation of the anticipated wages to be earned;
- concurrence between employer and union when WEX is under a collective bargaining agreement, if applicable;
- a training plan that is incorporated by reference in the body of the contract; and
- signature and dates of all parties to the agreement

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 clients covered by the Agreement.

Modifications

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.

Monitoring

Service providers 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 WIOA service provider'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 seven (7) years after the conclusion of the WEX.

DEFINITIONS

- Learning Plan - A signed agreement between the worksite supervisor, the participant and the WIOA service provider that describes the goals and project requirements during the WEX.
- Pre-Assessment - A documented evaluation of the participant's skills prior to, or at the beginning of, the WEX.
- Post-Assessment - A documented evaluation of the participant's skills at the end of the WEX. The assessment is intended to show improvement, or lack thereof, during the WEX.
- Subsidized Work Experience (WEX) - A paid, planned, structured learning experience that takes place in a workplace for a limited period of time.
Transitional Jobs - provides limited work experience that is subsidized in the public, private, or non-profit sectors for those individuals with barriers to employment because of chronic unemployment or inconsistent work history.
- Unsubsidized Work Experience (WEX) - An unpaid, planned, structured learning experience that takes place in a workplace for a limited period of time.
- Work Experience (WEX) Agreement - A written agreement between the WEX employer, the participant, and the WIOA service provider that outlines the program requirements and expected outcomes.

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Duration: Indefinite