

North Central Counties Consortium

National Dislocated Worker Grant Temporary Jobs Creation PROCEDURE

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**NORTH CENTRAL COUNTIES CONSORTIUM
National Dislocated Worker Grant (NDWG)
Temporary Job Creation (TJC)
PROCEDURE**

I. Introduction

The National Dislocated Worker Grant (NDWG) and Temporary Job Creation (TJC) Procedure is to guide NCCC Service Providers to understand the minimum procedural requirements when developing and operating a TJC program. TJC may only be operated when NCCC has received NDWG funding authorizing this activity.

II. Definitions

TJC activities are to create temporary employment opportunities to assist with clean-up and recovery efforts when an area is impacted by disaster. Temporary Job Creation is provided in the public, private non-profit, or private for-profit sector; and is subject to labor standards that apply where an employee/employer relationship, as defined by the Fair Labor Standards Act, exists. Well-managed TJC programs are responsive to the needs of trainees, recruit sound work sites that are willing to train, and include appropriate mechanisms that insure proper oversight and monitoring of the work site and training elements.

III. Displacement

A trainee shall not be employed in, or assigned to, a job if any of the following exists:

- any other individual is on layoff from the same or any substantially equivalent job; or
- the employer has terminated the employment of any regular employee or otherwise reduced the workforce of the employer with the intention of filling the vacancy so created with the trainee; or
- the job is created in a promotional line and will infringe in any way upon the promotional opportunities of currently employed individuals.

Furthermore, an employer must not allow the employment of a trainee to infringe on non-overtime work hours of regular employees. Regular employees and program trainees alleging displacement may file a complaint under the applicable grievance procedures found at Section 683.270 of the WIOA Final Rule.

(Ref: WIOA Section 181(b) (2) and (3), WIOA Final Rule Section 683.270 (a, c-d))

IV. Program Requirements

A. **Limit on Temporary Jobs Duration**

Trainees may hold a temporary job for no longer than 12 months or 2,080 hours. If clean-up work remains in the project even after the trainees reach their temporary employment limit, generally new eligible workers shall be brought in to replace those who have worked 12 months. It is possible for individuals to be cycled in and out of the project for longer than 12 months, with trainees working intermittently over an extended time period that does not exceed 2,080 hours.

B. **Worksite Agreement**

Worksite Agreements must be used for all types of worksites: public, private non-profit and private for-profit. The agreement is between the Service Provider and the worksite.

All Worksite Agreements must be signed by the person(s) from the worksite and the Service Provider who are authorized to enter into the agreement. The Service Provider must have two Worksite Agreements with original signatures completed. One original signed copy is maintained by the Service Provider and one is given to the worksite. It is not required that a copy of the agreement be maintained in the trainee's file, but all agreements must be made available upon request to staff of North Central Counties Consortium, the State of California or the US Department of Labor.

Service Providers may develop their own Worksite Agreement but at a minimum the agreement must include in the body or as attachments the following components:

1. Name of the Service Provider
2. Name of the worksite
3. Start and End Date of the Agreement
4. Agreement Obligations of the Worksite and Service Provider (Exhibit A)
5. Assurances (Exhibit B)
6. Worksite Request (Exhibit C)
7. Address of the worksite

Worksites may be used a number of times. It is not necessary to complete separate Worksite Agreements for different trainees or different job titles at the same worksite. An "umbrella" Worksite Agreement may be developed with a worksite but must be updated **at least once a year**. The term of the agreement may not exceed the maximum of twelve calendar months.

A Worksite Request is required *for each position* at the worksite and must be maintained with the Worksite Agreement. If the Worksite Agreement is not

maintained in the trainee's file a copy of the Worksite Request must be included in the trainee's file. Exhibit C is a sample of a form and contains minimum content.

Service Provider staff is required to thoroughly review the agreement with the appropriate people from the worksite.

C. Worksite Orientation, Safety Training and Handbooks

Trainees in Temporary Jobs Creation are employees of the Service Provider. The Service Provider must conduct a thorough worksite orientation to assure that the trainee and the worksite supervisor are informed on the conditions of work, expectations, payroll procedure, etc.

At the time of orientation, the supervisor and the trainee should receive separate handbooks that include all relevant information to run a smooth placement. The handbooks must include, in the body or as attachments, all information found in the attached Supervisor and Trainee Handbook Rules and Regulations document (Exhibit D). It is also required that staff and the trainee sign an *Acknowledgement of Receipt and Review of Handbook* and that one original signed copy is maintained in the trainee file and one original signed copy is kept in the trainee's handbook.

Comprehensive handbooks could also include:

1. Service Provider contact information;
2. roles of both the supervisor and trainee;
3. expectations of the placement;
4. payroll information/schedule;
5. emergency contact information for work related injuries.

As the employer of record the Service Provider must make sure that each worksite provides safety training to all Worksite Trainees at the worksite *within the first week of employment, ideally this safety training will take place on the first day of employment*. If the worksite does not have a safety procedure the Service Provider, as the employer of record, must develop a safety program.

Once the worksite orientation and the safety training are completed the Service Provider must have the *worksite supervisor and the trainee(s) assigned to the worksite* sign a document that the orientation/safety training took place, this form must be maintained in the trainee's file. Exhibit F is a sample of a form and contains minimum content.

D. Supervision

Service Provider staff shall assure that supervision of trainees is appropriate and sufficient. The level of supervision may depend on your local system requirements and child labor laws. *Suggested* levels are:

1. Supervision of trainees should not exceed a 10 to 1 trainee to supervisor ratio;
2. Alternate supervisor(s) must be identified when the regular supervisor is absent;

E. Workers' Compensation Insurance

The Worker Compensation Insurance that covers trainees is provided by the Service Provider. Some federal worksites may be covered under the Federal Employee Compensation Act (FECA). All Service Provider staff and Worksite Supervisors working with trainees must be aware of how to report an injury.

(Ref: WIOA Final Rule Section 683.208)

F. Payroll Procedure

Worksite Trainees are employees of the Service Provider, as the employer of record it is the Service Provider's responsibility to develop a local procedure to pay trainees and to follow all rules and regulations involved.

The payroll system must include that:

1. All rules and regulations pertaining to employees' authorization to work in the United States are followed.
<http://www.immigration.com/sites/default/files/m-274.pdf>
2. Accurate reporting of trainee's time on a Time Card –
 - a. California Labor Law requires that time records must show when the employee begins and ends each work period including the beginning and ending time of meal periods.
 - b. It is the Service Providers responsibility to understand when it is necessary for employees to take lunch breaks.
3. Time Cards must be reviewed for accuracy and signed by Service Provider staff.
 - a. If it is necessary to correct or edit any dates/times on time cards the corrections must be initialed by both the trainee and the worksite supervisor, prior to payment for time worked.
4. Time Cards must have the additional signatures of the trainee and the worksite supervisor or classroom instructor.
5. Trainees are paid accurately and timely.
6. Trainees, who are on payroll, are enrolled in the correct WIOA activity and funding source. Fiscal staff must make sure that the correct funding source is "billed" for the payroll.

For all WIOA trainees who are in worksite activities the Service Provider must make all payroll information available, upon request, to staff of North Central Counties Consortium, the State of California or the US Department of Labor. It is

recommended that the completed Form I-9 and all supporting documentation and a copy of the W-4 document are maintained in the trainee file.

G. Trainee Compensation

1. *Trainee Wages* – In accordance with WIOA Section 181(a)(1)(A), trainees shall be compensated at the same rates, including periodic increases, as employees who are similarly situated in similar occupations by the same employer (worksite) and who have similar training, experience, and skills. Such rates shall be in accordance with applicable law, but in no event less than the higher of the rate specified in section 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. Fringe benefits should be paid in accordance with the policies of the employer of record.
 - Where the local project operator hires temporary workers for positions for which wage levels have not been established and supervision of the temporary workers is performed by another agency, the agency performing the supervisory responsibilities could be considered the worksite employer for purposes of determining the appropriate wage for the temporary worker. In such a case, the temporary worker’s wage could be established based on similar or same work performed by employees of the worksite employer.
2. TJC placements are temporary training projects where:
 - a. Retirement benefits will not be paid;
 - b. The wages earned are not subject to unemployment insurance taxes (see UI Code Section 629-657);
 - c. Trainees in a TJC may not work overtime;
 - d. Trainees will not be paid for holidays not worked.
3. As the employer of record, you must follow all rules and regulations outlined in the *EDD Directive WSD15-26, Subsidized Employment and Employee Benefits*, regarding employee benefit provisions of the Patient Protection and Affordable Care Act (ACA) and Healthy Workplaces, Healthy Families Act of 2014 (HWHFA).
 - It is the WIOA Service Provider’s responsibility to determine if your agency must comply with the ACA mandate and the HWHFA paid sick leave rules and regulations in your subsidized work based training and employment programs. If it is determined that your agency must follow these rules and regulations you must update the supervisor and trainee handbooks to inform the worksite and trainee of these rules.

H. Emergency Contact Form

Emergency Contact forms are recommended (a sample is attached)

I. Worksite Monitoring

It is the responsibility of the Service Provider to monitor the worksite at least once during the training time for each trainee. The purpose of the monitoring is to assure that:

1. The worksite is complying with the terms of the agreement;
2. The worksite and trainee have a thorough understanding of the program and their responsibilities;
3. Job duties outlined in the agreement are being taught and learning is taking place;
4. That supervision is adequate;
5. The worksite is a safe working environment and;
6. No labor laws are being violated.

The monitoring should be documented on a standardized form and should be completed with the trainee and the supervisor in separate interviews by staff during the first few weeks of the training (hours of placements will vary, please use discretion on when to conduct the worksite monitoring). The form must be *dated and signed* by Service Provider staff. Once completed the monitoring form must be retained in the trainee's file. Copies of the completed supervisor monitoring form may be made in situations where a supervisor oversees more than one trainee at a worksite.

J. Performance Evaluation

The Service Provider must conduct an evaluation of the performance and progress of the trainee in the program. The evaluation should be documented on a standardized form that, at a minimum, records the trainee's:

1. Productivity;
2. Work attitudes;
3. Work habits and;
4. Work skills.

The evaluation is completed by the worksite supervisor and must be *dated and signed* by the worksite supervisor and the trainee and retained in the trainee's file. Completion of the evaluation is required at least once during the training. The evaluation should be conducted about half way into the training. Additional performance evaluations are required if a trainee is not progressing satisfactorily and follow-up is needed.

K. Agreement Amendments

Agreements are generally “*umbrella*” agreements and the need for amendments does not occur often. An example of the need for a Non-Financial Worksite Amendment of Agreement would be if the person authorized to sign the agreement no longer works for the worksite and new signor is added to the agreement. Service Providers may develop their own Worksite Agreement Amendment. At a minimum the amendment must include the following:

1. Name of the Service Provider
2. Name of the Worksite
3. Date of the Amendment
4. Reason for the Amendment

All Worksite Agreements Amendments must be signed by the person(s) from the worksite and the Service Provider who are authorized to amend the agreement. The Service Provider must have two Worksite Agreement Amendments with original signatures completed. One original signed copy is maintained with the Worksite Agreement by the Service Provider and one original signed copy is given to the worksite.

L. Trainee File/Minimum Content Requirements

There is an expectation that a minimum of information on the worksite activity will be kept in the trainee’s file. When monitoring the file this office will look for:

1. Worksite Agreement’s Worksite Request;
2. Trainee’s signed Acknowledgement of Receipt and Review of Handbook;
3. Trainee Orientation / Safety Training check off;
4. Emergency Contact Form;
5. I-9 and all supporting documentation;
6. W-4 (copy);
7. Copy of pay scale;
8. Copies of all time cards;
9. Documentation of worksite monitoring signed and dated by the Service Provider staff;
10. Documentation of performance evaluation signed and dated by worksite and trainee;
11. Worksite Agreement Amendment, if applicable.

Must be included in or attached to a Worksite Agreement

WORKSITE AND SERVICE PROVIDER OBLIGATIONS

It is required that the following obligations are either included in the body of the Agreement or as an attachment to the agreement. This information must be reviewed with the worksite and the signature of the person authorized to sign for the worksite must indicate that they reviewed and understood. Service Providers may determine that additional obligations are needed.

OBLIGATIONS of the Worksite

1. Shall provide training to trainees so they will be able to perform the duties associated with their position satisfactorily and shall provide activities consistent with the "skills to be learned" as outlined in Worksite Request.
2. Shall orient trainees to the worksite (conditions of work, employer expectations, safety practices, etc.) on their first day of work and shall complete and return an employee orientation and safety form (supplied by the Service Provider) within the trainee's first week of employment. The facilities and equipment of the worksite used under this Agreement shall comply with all applicable federal, state and local health and safety laws.
3. Shall ensure that no currently employed worker is displaced by any Worksite trainee, including partial displacement such as a reduction in non-overtime hours, wages or employment benefits and/or infringement of promotional opportunity.
4. Shall not provide training positions where any other individual is on layoff from the same or substantially equivalent job, or terminate the employment of any regular employee with the intention of filling the vacancy so created with a worksite trainee.
5. Shall provide the trainee with work safety instructions for reasonable protection against injury and damage. It is the worksite's responsibility to provide a safe worksite that follows appropriate safety and labor law requirements.
6. Shall provide supervision at the worksite, including an alternate supervisor when regular supervisors are absent. It is the responsibility of the worksite to adequately supervise trainees. **Service Providers please enter if you have minimum levels of supervision ratios.**
7. Shall submit to Service Provider authenticated trainee time sheets in accordance with the payroll procedures of the Service Provider.
8. Shall report Workers' Compensation claims within 24 hours of occurrence.

9. Shall provide release time for trainees to attend skill training, counseling and/or remedial education as part of the career orientation to be provided by the Service Provider.
10. Shall provide on-site exposure to the world of work and promote the development of good work habits and basic work skills for the worksite trainee within a public or private non-profit or private for-profit agency.
11. Shall, on evaluation forms provided by the Service Provider, review trainees worksite progress at least once during the training period and provide a copy of the same to Service Provider.
12. Shall abide by state and federal labor laws, whichever is most restrictive.
13. The Worksite shall not subcontract in the name of the Service Provider, North Central Counties Consortium or the State of California.
14. No alteration or variation of the terms of the Service Provider's Agreement shall be valid and/or binding unless made in writing and signed by the parties hereto.
15. The Worksite shall abide by the Assurances attached hereto as Exhibit B.

OBLIGATIONS of the SERVICE PROVIDER

1. Shall, as well as the North Central Counties Consortium, State of California and/or Department of Labor, have the right to conduct on-site monitoring of the Worksite, including all records pertinent to this program.
2. Upon receipt of trainees' time sheets, shall prepare trainees' payroll and pay trainees per the Payroll Schedule.
3. Shall ensure that Workers' Compensation Insurance is provided for all trainees.
4. Shall orient worksite supervisors as to responsibilities, procedures and operations regarding the Worksite Agreement.
5. Shall assure that worksite assignments are appropriate in terms of meeting trainees' needs and labor market demand.
6. Shall orient applicants during intake as to their rights and responsibilities as worksite trainees.
7. Shall assure that the worksite provides sufficient, meaningful work to occupy all the persons assigned during the hours they are at this site.

8. Shall provide orientation for trainees and worksite supervisors as to payroll policies and procedures.
9. Shall authorize payment only for time worked by a trainee at the rate of pay specified in Exhibit B, which is attached hereto and incorporated herein. No trainee shall be required to work, or be compensated for work for more than 40 hours per week or those hours permitted to work in accordance with the labor laws.

WORKSITE AGREEMENT

WORKSITE ASSURANCES

It is required that the following assurances are either included in the body of the Agreement or as an attachment to the agreement. This information must be reviewed with the worksite and the signature of the person authorized to sign for the worksite must indicate that they reviewed and understood. Service Providers may determine that additional obligations are needed.

THE PARTICIPATING WORKSITE ASSURES THAT

1. The worksite must adhere to all Nondiscrimination and Equal Opportunity Laws. No person in the United States shall be discriminated against on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status and gender identity) national origin (including limited English proficiency), age, disability, political affiliation or belief, sexual orientation, marital status, or any other characteristic protected by state or federal law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this Agreement.
2. It will comply with Title VI of the Civil Rights Act of 1964 and Government Code Sections 11135 through 11139.5 which prohibits employment discrimination where (1) the primary purpose of a contract or subcontract is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the activity aided pursuant to this Agreement.
3. The position does not involve political activities and sectarian activities.
4. No individual placed in a worksite placement may be directly supervised by that person's immediate family. No appointing authority shall employ or recommend for employment any near relative or in-law, such as a wife, husband, father, mother, brother, sister, son, or daughter to any position of employment in which the appointing authority has any supervisory authority.
[WIOA Final Rule Section 683.200 (g)]
5. The worksite position does not involve activities that assist, promote or deter union organizing.
[WIOA Section 181 (b) (7)]

WORKSITE AGREEMENT

WORKSITE REQUEST

Worksite: _____ **Supervisor:** _____

Address: _____ **Phone No.:** _____

Name/Title of Authorized Person to Sign Agreements: _____

Type of Organization : _____

Nature/Description of Organization (e.g. farm supply sales, restaurant, etc.):

Person Responsible for Time/Attendance: _____

Trainee Title: _____ **No. of Openings:** _____

Work Hours: _____ **to** _____ **Days of the Week:** _____

Elements of Training/Skills to be Learned

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

Project Description/Project Outcome (list a specific project and outcome of project trainee may be involved in):

Special Requirements

Medical: _____

Clothing: _____

Other: _____

Minimum Age Requirement (Please specify reason): _____

Equipment/Tools to be Operated or Used: _____

Screening Required by Site (Please specify): _____

Worksite Representative Signature

Date

Print Name and Title

Must be included in or attached to Worksite Supervisor AND Trainee Handbooks

SUPERVISOR/TRAINEE HANDBOOK

RULES AND REGULATIONS

Civil Rights

No individual applying for or participating in the Workforce Innovation and Opportunity Act program may be discriminated against because of their race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), marital status, age, disability, political affiliation or belief, sexual orientation or any other basis protected by state or federal law.

Grievance Procedures

Trainees have the right to file a grievance if they believe they have a complaint or have been discriminated against without being penalized in any way.

If any WIOA trainee believes they have been discriminated against or had their rights violated, they should follow the grievance procedure used by the NCCC office. Any questions concerning the grievance process should be directed to:

Elizabeth Bosley, NCCC EEO Officer
North Central Counties Consortium
1110 Civic Center Blvd., Suite 402A
Yuba City, CA 95993
(530)822-7145

Nepotism

No individual placed in a WIOA placement may be directly supervised by that person's immediate family. No appointing authority shall employ or recommend for employment any near relative or in-law, such as a wife, husband, father, mother, brother, sister, son, or daughter to any position of employment in which the appointing authority has any supervisory authority.

(Ref: WIOA Final Rule Section 683.200(g))

Must be included in or attached to a Trainee Handbook

ACKNOWLEDGEMENT OF RECEIPT AND REVIEW OF HANDBOOK

This is to acknowledge that I have received, reviewed, and understand my personal copy of the _____ Workforce Innovation and Opportunity Act Program Trainee Handbook. In consideration for my employment, I agree to read, observe, and abide by the conditions of employment, policies and rules contained in the handbook. I understand and agree that from time to time, circumstances will undoubtedly require that the policies and procedures described in this Handbook to be amended or modified by _____. All effective changes will be in writing and may occur at any time, with or without prior notice.

I further understand and agree that my employment is entered into voluntarily and at all times shall remain “at will” and that I am free to resign at any time. Similarly, _____ is free to terminate my employment or alter the conditions of my employment at any time, with or without cause. I also understand that the terms set forth in this handbook represent the entire understanding between _____ and me and that this understanding cannot be amended or altered in any way by oral statements made to me. The only way in which this understanding set forth in this handbook can be altered is by written agreement signed and dated by _____’s Executive Director

I understand that I have the right and ability to have this handbook reviewed by any attorney of my choosing and that I sign this Acknowledgment of Receipt and Review without duress or misunderstanding.

TRAINEE	WIOA STAFF
<i>Signature of WIOA Trainee</i>	<i>Signature of WIOA Staff</i>
<i>Print Name of WIOA Trainee</i>	<i>Print Name of WIOA Staff</i>
<i>Date</i>	<i>Date</i>

Instructions:

Two original signed copies of the Acknowledgement of Receipt and Review of Handbook are required. One original copy will be maintained in the Trainee’s WIOA case file and one original copy will be given to the Trainee.

WORKSITE TRAINEE Orientation/Safety Training

This form must be completed with each trainee within the first week of employment. Your failure to complete this form timely will affect continued program participation.

Trainee Name _____
First
Middle Initial
Last
_____ Age (if minor)

Job Title _____ Date Employed _____

Physical Limitations _____

I. Orientation Completed

Check (✓) as Completed

- A. Who to call if late or absent.
- B. When to call if late or absent.
- C. Who to notify when quitting or program is ending
- D. When to give notice when quitting or program is ending
- E. Other: _____

II. Safety Training Completed

- A. Company Safety Policy
- B. Safety Rules and Enforcement
- C. How to Report Unsafe Conditions
- D. Job Assignment
- E. Scope and Limits of Job
- F. Special Hazards of Job
- G. Other: _____

Supervisor

Employee

Signature _____ Signature _____

Print Name _____ Print Name _____

Date _____ Date _____

Alternate Supervisor

Signature _____

Print Name _____

Date _____

EMERGENCY CONTACT FORM

Name:	Date of Birth:
Home Phone:	Cell Phone:
Emergency Contact:	Phone:

Family Doctor:	Phone:
Address:	
Health Concerns/Medical Restrictions/Allergies:	