

## North Central Counties Consortium

# WORK EXPERIENCE and TRANSITIONAL JOBS PROCEDURE

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# **NORTH CENTRAL COUNTIES CONSORTIUM WORK EXPERIENCE and TRANSITIONAL JOBS REQUIREMENTS**

## **I. Introduction**

This procedure is to guide NCCC Service Providers to understand the minimum procedural requirements when developing and operating Work Experience (WEX) and Transitional Jobs (TJ) programs.

## **II. Definitions**

**Work Experience:** WEX are planned, structured learning experiences that take place in a workplace for a limited period. Work Experience may be paid or unpaid, as appropriate and consistent with other laws, such as the Fair Labor Standards Act. A WEX may be arranged within the private for-profit sector, the non-profit sector or the public sector; and are subject to labor standards that apply where an employee/employer relationship, as defined by the Fair Labor Standards Act, exists. Well-managed WEX programs are responsive to the needs of trainees, recruit sound worksites that are willing to train, and include appropriate mechanisms that insure proper oversight and monitoring of the worksite and training elements. Trainees in WEX positions funded through the Workforce Innovation and Opportunity Act (WIOA) are considered temporary employees, will apply for work and be subject to hiring and termination by the employer and be expected to perform work for the benefit of the employer. NCCC does not consider WEX activities appropriate for trainees in the Dislocated Workers program, who have extensive work experience. (WIOA Final Rule Section 680.180)

**Transitional Jobs:** TJ provides a time-limited work experience that is wage-paid and subsidized, and is in the public, private or non-profit sectors for those individuals with barriers to employment who are chronically unemployed or have inconsistent work history, as determined by the Local WDB. These jobs are designed to enable an individual to establish a work history, demonstrate work success in an employee-employer relationship, and develop the skills that lead to unsubsidized employment. TJ may only be provided when combined with comprehensive career services and supportive services AND only offered to trainees in the Adult and Dislocated Worker programs. Transitional Job expenditures are limited to 10% of total Adult and Dislocated Worker Funding. (Ref: WIOA Final Rule Sections 680,190 and 680.195)

## **III. Displacement**

A trainee shall not be employed in, or assigned to, a job if

- 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. 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. Worksite Agreement Obligations of the Worksite and Service Provider (Exhibit A)
5. Worksite Agreement 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 form and contains minimum content.

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

### **B. Worksite Orientation, Safety Training and Handbooks**

Trainees in Work Experience and Transitional Jobs 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 treatment information for work related injuries.

As the employer of record the Service Provider must make sure that each worksite provides safety training to all Work Experience and Transitional Job 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.

### **C. 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;
3. Youth trainees under 18 years old must be supervised at all times.

#### **D. 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 Work Site Supervisors working with trainees must be aware of how to report an injury.

(Ref: WIOA Final Rule Section 683.208)

#### **E. Payroll Procedure**

Trainees in Work Experience and Transitional Jobs 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 Provider's responsibility to understand when it is required by State law for employees to take lunch breaks.
3. Time Cards must be reviewed for accuracy and signed by Service Provider staff.
  - a. Time cards must be completed in ink (or electronically e.g., secured Excel worksheet).
  - b. 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.
    - If the Trainee is unavailable to initial edits, case manager is authorized to initial the edits for the Trainee after confirming with the Trainee and worksite supervisor that the edits are accurate. Verbal or written confirmation are acceptable and must be documented in the Trainee's case file and approved by the case manger's supervisor.
4. Time Cards must have the additional signatures of the trainee and the worksite supervisor or classroom instructor.
  - If the Trainee is unavailable to sign the time card, the case manager is permitted to email the time card to obtain an electronic signature

from the Trainee. This process must be documented in the Trainee's case file, and the timesheet signed by both the case manager and their supervisor.

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 trainees who are in Work Experience or Transitional Job 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.

#### **F. Trainee Compensation**

1. WEX and TJ placement 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 WEX or TJ may not work overtime;
  - d. Trainees will not be paid for holidays not worked.

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.

***It is important that trainees and worksites are made aware of these conditions.***

2. Trainees in the WEX or TJ programs are paid minimum wage with the following exceptions:
  - a. Minors who are high school graduates or equivalent should not be paid less than the rate paid to adult employees of the work site if they are working in the same job classification and completing the same quantity and quality of work.
  - b. Non minors should not be paid less than the rate paid to adult employees of the worksite if they are working in the same job classification and completing the same quantity and quality of work.
  - c. It is the Service Provider's responsibility to determine if trainees are working in an actual job classification at the worksite and if they will be

performing the same quantity and quality of work that an adult performs in the job classification.

3. If it is determined that the trainee must be paid above minimum wage, the Service Provider must:
  - a. Obtain a copy of the worksite's job classification pay scale. This document must indicate the worksite agency name with the trainee's salary highlighted;
  - b. Maintained a copy of the job classification with the worksite agreement and a copy must be maintained in the trainee's file;
  - c. Document the rationale for paying the trainee over minimum wage in the file, either in the Individual Service Strategy (ISS) or case note.

*NOTE: It is strongly recommended that WEX and TJ trainees start at the beginning wage for the pay scale. In particular, Work Experience placements are learning experiences. If trainees have skill sets that are beyond entry level employees, On-the-Job Training options should be explored.*

#### **G. Youth Work Experience**

For the Youth program only, youth formula funds may be used to pay wages and staffing cost for the development and management of WEX. Allowable expenditures beyond wages may include the following:

- *Staff time spent*
  - *identifying potential WEX opportunities*
  - *working with employer to develop WEX*
  - *working with employers to ensure a successful WEX*
  - *evaluating the WEX*
- *Classroom training or the required academic education component directly related to the WEX (Trainees may be **paid the same hourly wage** as they are paid on WEX)*
- *Orientation sessions for trainees and employers*
- *Incentive bonus payment to youth for an achievement directly tied to the employability skills/job readiness training to prepare youth for a WEX.*

#### **H. NCCC Youth Work Experience Policy Statement**

Youth WEX assignments within NCCC may not exceed the following restrictions:

- WEX assignments may not exceed six months;
- WEX assignments may not exceed 520 hours;
- NCCC Service Providers must request, in writing, and receive permission from the NCCC Administrative Office to exceed the six months or 520 hour limitation.



## **I. Child Labor Laws**

All child labor laws must be adhered to in placing minors in WEX positions. <http://www.dir.ca.gov/dlse/ChildLaborPamphlet2000.html>. It is the responsibility of the Service Provider to inform minor trainees and worksites of current Child Labor Laws.

## **J. Work Permits**

California law requires that minors under the age of 18 years employed in the State of California must have a [permit to work](#). It is the responsibility of the NCCC Service Provider that a work permit is issued to all minors working in a WEX placement and that the work permit does not expire until after the last date of work. ***The original signed work permit must be maintained by the Service Provider and a copy must be given to the worksite.*** If the work permit is not kept in the trainee's file a copy of the work permit must be included in the trainee's file.

NOTE: *Work permits are not required for those who have graduated from high school or passed the high school equivalency exam.*

## **K. Emergency Treatment Form/Emergency Contact Form**

NCCC requires that an Emergency Treatment Form is completed for trainees under the age of 18 to insure permission is given to access emergency treatment for the trainee. It is the responsibility of the NCCC Service Provider that the form is signed by the trainee's parent or guardian. The Service Provider must have two Emergency Treatment forms with original signature completed. The Service Provider is required to maintain one original signature copy and the other original signature copy is to be given to the worksite. Exhibit G is a sample of a form and contains minimum content.

## **L. 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:

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 (for youth).

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). **Exhibit H Worksite Monitoring Form is a sample form and contains minimum content.**

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.

#### **M. Worksite Trainee 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.

**Exhibit I Worksite Trainee Performance Evaluation is a sample form and contains minimum content.** 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.

#### **N. Worksite 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

**Exhibit J Worksite Agreement Amendment is a sample form and contains minimum content.** 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.

**O. Worksite Trainee File/Minimum Content Requirements**

There is an expectation that a minimum of information on the WEX or TJ activity will be kept in the trainee's file. **Exhibit K Worksite Trainee File/Minimum Content Requirement is a sample form and contains minimum content.** When monitoring the file this office will look for:

1. Worksite Agreement's Worksite Request;
2. Original Work Permit (for minors)
3. Trainee's signed Acknowledgement of Receipt and Review of Handbook;
4. Trainee Orientation/Safety Training check off;
5. Emergency Treatment Form or Emergency Contact Form;
6. I-9 and all supporting documentation;
7. W-4 (copy);
8. If paying over minimum wage a rationale for wage amount in the ISS or clearly case noted is required;
9. Copies of all time cards;
10. Documentation of worksite monitoring signed and dated by the Service Provider staff;
11. Documentation of performance evaluation signed and dated by worksite and trainee;
12. 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 child 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 child 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 child 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 Handbooks***

**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 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 TREATMENT FORM FOR MINORS**

(I) (We), the undersigned, parent(s) of \_\_\_\_\_, a minor, do hereby authorize \_\_\_\_\_ as agent(s) for the undersigned in our absence, to consent to X-ray examination, anesthetic, medical or surgical diagnosis or treatment; hospital care which is deemed advisable by, and is to be rendered under the general or special supervision and upon the advice of any physician and surgeon licensed under the State of California, whether such diagnosis or treatment is rendered at the office of said physician or at any duly licensed medical facility.

It is understood this authorization is given in advance of any specific diagnosis treatment, or hospital care required, but is given to provide authority and power on the part of our aforesaid agent(s) to give specific consent in any medical emergency to any and all such diagnosis, treatment or hospital care which the aforementioned physician in the exercise of best judgment may deem advisable. This authorization is given pursuant to the provisions of SECTION 25.8 of the Civil Code of California.

This authorization shall remain in effect until revoked in writing and delivered to said agent(s).

Minor Name:	Date of Birth:
Home Phone:	Work Phone:
Parent/Guardian:	Relationship:

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

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EMERGENCY CONTACT FORM FOR ADULTS**

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

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

**NORTH CENTRAL COUNTIES CONSORTIUM**  
**Worksite**  
**Monitoring Instrument**

*Worksite Supervisor Interview*

**A. Purpose**

This instrument is used to collect information for determining whether the program worksite complies with the terms of the agreement and is providing training and supervision to Trainees employed in work experience positions.

**B. Trainee and Worksite Data** *(Complete this section prior to visit)*

Worksite:	
Worksite Supervisor:	

**C. Worksite Supervisor Interview**

1. Have you received a program orientation and Supervisor’s Handbook?	
2. Are you aware of the content of the Worksite Agreement?	
3. Have Trainees been informed of time and attendance requirements, worksite rules and expectations, etc.?	
4. Are Trainees required to record attendance daily?	
5. Is there an alternate supervisor when you’re gone? Name of alternate:	
6. Do you know what to do in case of an accident or emergency?	
7. Do you have any comments/recommendations or questions?	
<b>Additional Comments:</b>	

\_\_\_\_\_  
Counselor Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NORTH CENTRAL COUNTIES CONSORTIUM**  
**Worksite**  
**Monitoring Instrument**

*Trainee Interview*

**A. Purpose**

This instrument is used to collect information for determining whether the program worksite complies with the terms of the agreement and is providing training and supervision to Trainees employed in work experience positions.

**B. Trainee and Worksite Data** *(Complete this section prior to visit)*

Trainee:	
Job Title:	
Worksite:	
Worksite Supervisor:	

**C. Trainee Interview**

1. Did you receive a program orientation?	
2. What are your job duties on this worksite	
3. Do you always have enough work to keep you busy? If no, what does Trainee do?	
4. Does your supervisor thoroughly explain assignments to you?	
5. Is the supervisor or an alternate supervisor always available?	
6. Are you required to record your attendance each day?	
7. Do you feel the worksite is a healthy and safe environment?	
8. Do you understand the worksite’s safety rules and procedures?	
9. Do you have adequate tools/equipment to properly perform you job?	
10. Do you know what to do in case of an accident or emergency?	
11. Do you have any questions of comments about the worksite program and/or your participation in the program?	

\_\_\_\_\_  
 Counselor Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

**North Central Counties Consortium  
Trainee  
Performance Evaluation**

Rating Period: From: \_\_\_\_\_ To: \_\_\_\_\_

Trainee's Name

Trainee's Title

Worksite

Place appropriate mark to indicate your evaluation of trainee's performance:

E = Excellent      G = Good      M = Meets Standards      N = Needs Improvement

1. <b>PRODUCTIVITY:</b>	
<input type="checkbox"/> Amount of work performed	<input type="checkbox"/> Neatness of work
<input type="checkbox"/> Completion of work on schedule	<input type="checkbox"/> Thoroughness
<input type="checkbox"/> Accuracy	
2. <b>WORK ATTITUDES:</b>	
<input type="checkbox"/> Getting along with fellow employees	<input type="checkbox"/> Accepts Supervision
3. <b>WORK HABITS:</b>	
<input type="checkbox"/> Attendance	<input type="checkbox"/> Initiative
<input type="checkbox"/> Following instructions	<input type="checkbox"/> Appropriate work appearance
4. <b>WORK SKILLS</b>	
<input type="checkbox"/> Listens to instruction	<input type="checkbox"/> Recognizes Errors
<input type="checkbox"/> Organizes work	<input type="checkbox"/> Communicates appropriately

Comments:

Overall Rating: Excellent    Good    Meets Standards    Needs Improvement

This report is based on my observation and/or knowledge of this trainee. It represents my best judgement of his/her performance.

Supervisor's Signature

Title

Date

Trainee's Comments:

Trainee's Signature

Date

**NON-FINANCIAL WORKSITE  
AMENDMENT OF AGREEMENT**

AGENCY: \_\_\_\_\_

TRAINEE: \_\_\_\_\_

STAFF NAME: \_\_\_\_\_

BETWEEN

NORTH CENTRAL COUNTIES CONSORTIUM (NCCC)

AND

\_\_\_\_\_

(Name of Worksite)

The Worksite Agreement is amended by written agreement of both parties, effective, \_\_\_\_\_ as follows:

Reason for the alteration of the terms of the agreement are as follows:

Changes to the agreement as referenced above are reflected in the attached pages of the agreement including the Position Request form, if applicable. All other terms and conditions of the agreement remain unchanged.

IN WITNESS WHEREOF, this amendment has been signed in duplicate by and on behalf of the parties hereto this day.

**WORKSITE**

**NCCC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address, Telephone

\_\_\_\_\_  
Address, Telephone



**WORKSITE  
TRAINEE FILE  
MINIMUM CONTENT REQUIREMENTS**

**Program Forms and Payroll Documentation**

*At a minimum the following documents should be completed and retained in the Trainee files (unless otherwise noted) who are enrolled into worksite activities; this list does not replace other required file documents.*

<u>Document</u>	<u>Completed</u>
Worksite Position Request	_____
Worksite Agreement (optional see Manual)	_____
Worksite Orientation/Safety Training form	_____
Emergency Treatment Form (under 18 only)	_____
Work Permit (under 18 only)	_____
I-9 & all supporting documentations	_____
W-4	_____
Supervisor Monitoring Instrument	_____
Trainee Monitoring Instrument	_____
Worksite Trainee Performance Evaluation Form	_____
Completed Time Cards	_____
Acknowledgement of Receipt and Review of (Trainee) Handbook	_____