



Oklahoma Office of Workforce Development  
900 N. Portland Ave.  
Oklahoma City, OK 73107

**OKLAHOMA WORKFORCE DEVELOPMENT ISSUANCE #XX-2018**

**TO:** Workforce Development Board Chairs  
Workforce Development Board Staff  
Workforce Development Fiscal Agents

**FROM:** Erin E. Risley-Baird, Executive Director

**DATE:** January XX, 2018

**SUBJECT:** WIOA Worksite Agreement

**PURPOSE:** The Oklahoma Office of Workforce Development (OOWD), as the Governor's chosen entity to administer the Workforce Innovation and Opportunity Act (WIOA), provides this issuance as guidance to update the Worksite Agreement from WIA to WIOA; provide a standardized three part Worksite Agreement containing (1) the WIOA Worksite Terms and Conditions, (2) the WIOA Trainee Work Plan, and (3) the WIOA Trainee Time Sheet; and allow for the use of an alternative worksite time and attendance report, if applicable. The standardized Worksite Agreement is to be utilized for all participants in Adult, Dislocated Worker, and Youth work experience programs, including transitional jobs for Adult or Dislocated Worker program participants.

**REFERENCES:**

- Workforce Innovation and Opportunity Act (Public Law (Pub. L. 113-128) Title I, enacted July 22, 2014
- 20 CFR Part 680
- 20 CFR Part 681
- 29 CFR Part 38
- Fair Labor Standards Act of 1930
- Child Labor Law 40 O.S. §§71, 72.1, 74-80, 88, 89,
- Administrative Rules OAC 380:15 and 16

<b>RESCISSIONS</b> OETI #05-2010	<b>EXPIRATION DATE</b> Continuing
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**MESSAGE:** The WIOA Worksite Terms and Conditions and the WIOA Trainee Work Plan contained in this policy are required for use by all local areas and these forms may not be modified. In addition, the WIOA Trainee Time Sheet contained in this issuance may not be modified; however, local areas have the option to substitute a time and attendance report provided by the Worksite if it meets all the criteria listed in this policy. Local areas are not required to bring active worksite agreements created under OETI 05-2010 into compliance with this policy. Modifications may be made to existing worksite agreements as necessary. However, local areas are prohibited from adding additional Trainees to agreements created under OETI 05-2010. At the point additional Trainees need to be added to an existing Worksite, local areas must create a new agreement according to the procedures in this policy.

## **THE WIOA WORKSITE AGREEMENT**

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

The WIOA Worksite Agreement is a three-part Agreement containing Part I: Worksite Terms and Conditions (Attachment A); Part II: Trainee Work Plan (Attachment B), and Part III: Trainee Time Sheet (Attachment C).

### **PART I: The WIOA Worksite Terms and Conditions**

Each WIOA Worksite Agreement must be numbered. The WIOA Grantee and/or Service Provider must develop a written policy and procedure for the numbering system that will be utilized. When there are multiple WIOA Service Providers in a local area, Local Workforce Development Boards must ensure that the numbering system is developed in a manner that does not allow for duplication of numbers.

Example: LA-S/P-001-18 (Local Area, Service Provider, First Agreement, Program Year 2018)

*NOTE: Local areas are not required to follow this example for their numbering system.*

By signing the WIOA Worksite Terms and Conditions, the Worksite and the WIOA Grantee and/or Service Provider agree to uphold the conditions listed in the document. The Worksite Representative must have the authority to enter into contracts on the Worksite's behalf.

### ***Employment Eligibility and Labor Laws:***

The WIOA Grantee and/or Service Provider and the Worksite must adhere to current workplace safety guidelines and applicable federal/state wage laws. For information and resources on safety and child labor laws, consult <https://www.youthrules.gov/about/index.htm> and <https://www.osha.gov/youngworkers/resources.html>. For information regarding the Fair Labor Standards Act (FLSA), consult <https://www.dol.gov/whd/flsa/>. Provisions for wages under the

amendments to the FLSA apply to all participants employed under WIOA. For questions regarding wages or labor statutes, contact the Oklahoma Department of Labor Wage and Hour division by calling 1-866-487-9243 or visit their website at [https://www.ok.gov/odol/Employment\\_Issues/index.html](https://www.ok.gov/odol/Employment_Issues/index.html).

For Frequently Asked Questions, General Labor Law and the Child Labor Law in Oklahoma, visit <https://www.ok.gov/odol/documents/WHWageLawBooklet2016.pdf>. The Restrictions on employment and Occupations prohibited for children under sixteen detailed in Title 40- Child Labor Law include:

Minors under the age of 16 years are prohibited from performing occupations related to: construction; cooking or baking; fryers or grills; hoisting devices; ladders or scaffolds; lawn mowers and weed eaters other than working for self; loading and unloading; manufacturing, mining, or processing; motor vehicles or service as helpers on vehicles; power-driven machines or equipment; public messenger service; public utilities and communications; slicers or sharp knives; transportation of persons or property by rail, highway, air, water, pipeline or other means; warehousing or storage.

### **Current State Law Provides for Workplace Education in Schools**

Oklahoma Governor Mary Fallin signed Senate Bill 262 into state law on April 1, 2015, making this landmark legislation a national first. The law directs the Oklahoma Department of Labor to collaborate with the Oklahoma State Department of Education to provide workplace safety training to students in grades 7 through 12. See the following links for further details:

[https://www.ok.gov/odol/Employment\\_Issues/Child\\_Labor/Senate\\_Bill\\_262/index.html](https://www.ok.gov/odol/Employment_Issues/Child_Labor/Senate_Bill_262/index.html)  
[https://www.cdc.gov/niosh/talkingsafety/states/ok/2017/Talking\\_Safety\\_OK.pdf](https://www.cdc.gov/niosh/talkingsafety/states/ok/2017/Talking_Safety_OK.pdf)

**NOTE:** The WIOA Title I youth statutory minimum participation age of 14 years of age coincides with the state minimum age for employment of 14 years. Per the Oklahoma Child Labor statutes pertaining to minors under the age of 16, the WIOA Grantee and/or Service Provider must keep a list of Trainees available for review upon request containing 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 for youth employees 14 to 15 years of age.

A copy of the corresponding employment certificate/work permit for each individual must be attached to the list of Trainees.

In addition, all provisions for employment eligibility verification must be followed. The **Form I-9, Employment Eligibility Verification** must be filled out according to instructions with all appropriate documentation on file. To access the form and instructions, consult <https://www.uscis.gov/i-9>. The Worksite must file the I-9 with the Worksite Agreement. The WIOA Grantee/Service Provider must upload the I-9 as a Universal Document in OKJobMatch.

***Orientation:***

Once the WIOA Worksite Terms and Conditions Agreement has been signed, orientation will be provided to the Worksite supervisor(s) prior to the first Trainee placement at the Worksite. The Worksite Supervisor(s) must sign an acknowledgement of receipt to document orientation has been given. The receipt is then attached to the WIOA Worksite Terms and Conditions. A copy of the orientation packet must be given to the Worksite. The Worksite Orientation Acknowledgement of Receipt, Attachment E, has been included with this policy as an example. Local areas may, however, develop their own acknowledgement of receipt form.

The WIOA Grantee and/or Service Provider may choose to cover a variety of topics in the Worksite Orientation packet but the following topics must be included:

- Role/duties of Worksite Supervisor,
- Safety,
- Accidents, On-the-Job Injuries, and Incident Reporting,
- Sexual Harassment,
- Discrimination,
- Prohibited Activities,
- Child Labor Laws,
- Attendance and Timesheets,
- Pay and Wage Information,
- Termination,
- Trainee Evaluations, and
- Trainee Orientation to the Worksite.

***Incident Reporting:***

The WIOA Grantee and/or Service provider must require the Worksite Supervisor to document all incidents occurring at the Worksite that involve Trainees. An incident may include but is not limited to:

- Trainee involvement in aggressive activities, including physical or verbal confrontations;
- Trainee leaving the Worksite without permission or notice;
- Any inappropriate behavior by a Trainee towards the Worksite Supervisor or Worksite staff, such as the usage of profanity, threats or assault;
- Drug use by the Trainee at the Worksite;
- Property theft or damage by a Trainee;
- Suspected incidents of abuse, including physical, sexual, emotional or verbal abuse, or any other mistreatment of a Trainee at the Worksite; or
- Accidents involving the Trainee that occur at the Worksite, even if no injuries were sustained.

Local Workforce Development Boards must describe in the Worksite Orientation packet the procedure for the Worksite Supervisor to follow in reporting incidents that occur at the Worksite. For your convenience, Attachment F, WIOA Work Experience Incident Report, has been included in this policy as an optional tool that Local Workforce Development Boards may use for incident reporting.

***Modifications:***

Section 9 (page 5) of the WIOA Worksite Terms and Conditions Agreement is only required to be attached in the event that either the Worksite Representative or the WIOA Grantee and/or Service Provider Representative change. No other modifications may be made to the terms and conditions of the Agreement. The appropriate section on page 4 of the Agreement 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 WIOA Worksite Terms and Conditions Agreement. Agreements may only be modified two times. If additional changes need to be made after the second modification, the Worksite and WIOA Grantee and/or Service Provider must enter into a new Agreement.

***Monitoring:***

The Worksite may be desk reviewed or monitored (on-site or virtually) by the WIOA Grantee and/or Service Provider, the Local Workforce Development Board, and any State or Federal Agencies administering funds under the 2014 Workforce Innovation and Opportunity Act.

***Required File Documentation:***

This agreement includes Part I: WIOA Worksite Terms and Conditions Agreement; Part II: WIOA Trainee Work Plan; and Part III: WIOA Trainee Time Sheet (or alternate worksite time and attendance report) when received. Local Workforce Development Boards must describe in local policy the system for maintaining originals and copies of each component of the WIOA Worksite Agreement.

**PART II: The WIOA Trainee Work Plan**

The WIOA Trainee Work Plan must be completed for each Trainee placed at a Worksite. The Trainee Work Plan requires signatures from the Trainee, the Worksite Supervisor, and the WIOA Representative. These signatures ensure that all parties are aware of the conditions of the Work Plan such as, duties and responsibilities, schedule, job title, training start or end dates, etc. A copy of the WIOA Trainee Work Plan must be attached to the corresponding WIOA Worksite Terms and Conditions. In addition, a copy of the Trainee Work Plan must be uploaded to OKJobMatch.

Schedules listed on the WIOA Trainee Work Plan should reflect the participant's general days and times at the Worksite Location. If the participant's schedule permanently changes from what is listed on the WIOA Trainee Work Plan, the WIOA Authorized Representative must complete the appropriate modification field on the WIOA Trainee Work Plan and sign the

modification to attest that both the Trainee and the Worksite Supervisor were consulted in the development of the modification.

The WIOA Trainee Work Plan must indicate the Trainee's physical Work Location. The Work Location indicates where the Trainee will be working and may be different from the Worksite Address. For work experience activities involving multiple Work Locations, such as in a construction site rotation or a hospital rotation, a list of all planned Work Locations must be attached to the Trainee Work Plan.

Start and end dates listed on the WIOA Trainee Work Plan are estimates and actual start and end dates based on participant time sheets must be reflected in the Service and Training Plan in OKJobMatch. The Maximum Hours field listed under the "General Training Information" is optional and is intended for use by local areas that set a limit on the total hours a participant can spend in a work experience.

***Modifications:***

Under certain circumstances, it may become necessary to update or modify the WIOA Trainee Work Plan. There are two categories under which a Trainee Work Plan may be modified:

- 1) Changing Worksites: If the proposed modification to a Trainee Work Plan involves changing Worksites, then a NEW Work Plan must be completed and signed by all parties indicating the corresponding WIOA Worksite Agreement Number. Remember, a copy of the new Work Plan must be attached to the corresponding WIOA Worksite Terms and Conditions.
- 2) Other: If a Trainee Work Plan is being modified for any other reason, such as a change in duties and responsibilities, days/hours of operation of Worksite, job title, etc., complete the modification section of the WIOA Trainee Work Plan and include the following information:
  - Date
  - Reason
  - Modification

The WIOA Authorized Representative must sign the modification, acknowledging that both the Worksite Supervisor and the Trainee participated in its development.

**PART III: The WIOA Trainee Time Sheet**

***Time, Attendance, and Compensation:***

Accurate time and attendance records for each trainee must be kept by the Worksite supervisor on each Trainee. The WIOA Grantee and/or Service Provider must complete the Trainee Information and Pay Period sections of the WIOA Trainee Time Sheet. Trainees will be paid only for actual hours worked. No pay will be given for lunch breaks, holidays, or absences. Under no circumstances should any Trainee work more than 40 hours in one week. Time and attendance

may be recorded on time sheets provided in this policy or by the Worksite's method such as a punch time clock, computer check-in, or badge scanning system (referred to as a Worksite Time Report). If the Worksite Time Report is utilized, the WIOA Grantee and/or Service Provider must secure a copy of the report containing the following information at the end of each pay period:

- Worksite Name - for tracking purposes, the time sheet must identify the worksite. If the electronic time recording system does not generate the name of the business, a label must be attached to the time sheet identifying the worksite prior to upload in OKJobMatch.com;
- Worksite Address and Telephone;
- Trainee Name;
- Time In, Time Out and Total Hours Worked per Pay Period;
- Record of lunch break and /or rest periods 30 minutes or longer (if the Trainees are minors under the age of 16, then the time report must contain all break/rest periods regardless of duration); and
- Worksite Supervisor signature, Trainee signature and Date. The state allows electronic signatures and dates to meet the requirement as long as the local area has processes in place to ensure the authenticity of the signee(s).

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

***Errors on the WIOA Trainee Time Sheet:***

In certain circumstances it might be necessary to make changes to the WIOA Trainee Time Sheet. There are two main categories of errors that may be associated with the WIOA Trainee Time Sheet.

- 1) Errors in Recording Time Worked: Corrections made to timesheets regarding this type of error must be initialed by both the Worksite supervisor and the Trainee
- 2) Other Errors: Corrections made regarding other errors, such as incorrect calculation of hours worked, must be initialed by the party responsible for payment. If a correction is made, the party responsible for payment must notify the Service Provider to ensure the Trainee is informed of the correction. The case manager must document in OKJobMatch Case or Program Notes in that the Trainee has been notified of the correction.

***Trainee Evaluations:***

The Worksite supervisor must schedule evaluations throughout the duration of the Trainee's work experience, according to local policy. Local areas may choose to require worksites to complete additional evaluations for the purpose of monitoring Trainee performance. If such additional evaluations are requested of the Worksite, it is the WIOA Grantee and/or Service Provider's responsibility to notify the Worksite Supervisor during the Worksite Orientation. Attachment D, WIOA Work Experience Trainee Evaluation, has been provided as an example. The WIOA Grantee and/or Service Provider may utilize Attachment D or create their own evaluation.

## **NONDISCRIMINATION AND EQUAL OPPORTUNITY**

All parties must comply with Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and all other relevant regulations implementing the laws listed above. (29 CFR Part 38).

The parties also assure compliance with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the parties' operation of the WIOA Title I-financially assisted program or activity, and to all agreements to carry out the WIOA Title I-financially assisted programs or activities. The parties understand that the United States has the right to seek judicial enforcement of this assurance.

**ACTION REQUIRED:** This Oklahoma Workforce Development Issuance (OWDI) is to become a part of your permanent records and made available to appropriate staff and sub-recipients.

**INQUIRIES:** If you have any questions about this issuance, please contact policy and program staff in the Oklahoma Office of Workforce Development. Contact information can be found at <http://www.oklahomaworks.gov/about/>.

### **ATTACHMENTS:**

Attachment A: WIOA Worksite Terms and Conditions

Attachment B: WIOA Trainee Work Plan

Attachment C: WIOA Trainee Time Sheet

Attachment D: WIOA Work Experience Trainee Evaluation

Attachment E: WIOA Work Experience Worksite Orientation

Attachment F: WIOA Work Experience Incident Report