

North Central Workforce Development Area

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LOCAL DIRECTIVE

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| Directive #: <u>14-124 Rev 2</u> Date: <u>July 1, 2019</u> |
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TO: SkillSource Staff and Service Providers

FROM: Dave Petersen, Executive Director

SUBJECT: Dislocated Worker Internship

SUPERCEDES: Directive #14-124 Rev 1

Rev 2 Change Summary:

- 1) Removed reference to core and intensive services prior to internship.
 - 2) Corrected all references to WIA
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Dislocated Worker Internship is a short-term or part-time training assignment at public, private nonprofit and private for profit worksites.

Internship provides participants with occupational skills training for an existing position with a private, public or non-profit business. This activity is appropriate for individuals who have demonstrated pre-employment skills competencies and are ready for occupational training. A participant's need for internship is determined in consultation with their Trainer through objective assessment and interview.

This activity can also be used with basic skills training activities. Occupational training objectives are developed with the Business through a position analysis by SkillSource and the Business supervisor.

PROCEDURE

During assessment, **work readiness** and the **need** for internship should be documented and provided for in the Employment Plan. A Business is identified and the participant interviews for the position. A **Skilldex task analysis** is developed with the host business identifying responsibilities and tasks to be learned during the internship. An **Internship Agreement** is completed clearly outlining the responsibilities of the host business, SkillSource and the participant.

Work Readiness

Participant must have successfully completed ACE (Assessment) and Career Planning Workshops.

RESPONSIBILITIES

Business - A Skilldex Task Analysis and Internship Agreement are completed with the business. Business is given orientation to goals and objectives of SkillSource and the internship. Assess intern's skill development progress monthly through a Skilldex benchmark assessment.

Participant - Participant Handbook is reviewed. W-4 and I-9 forms completed.

Business/Participant - Payroll procedures and time sheets are explained and scheduled and Employee Progress Reports are explained. The Internship Agreement is reviewed and signed by business representative, participant, and Trainer.

Trainer - Completes Task Analysis, Internship agreement, W-4 and I-9 forms, submits for administrative review, performs participant and business orientations, and completes data entry.

OUTCOMES

Expected Outcomes

Competency in job specific skills commensurate with training hours is expected. There may be insufficient training hours to attain entry level skills or a job specific skills competency. Employment at customary entry level rate upon successful completion of internship hours and assigned training plan is anticipated.

Next Steps

Upon completion of internship, unsubsidized employment, basic skills training, on-the-job training may occur.

INTERNSHIP GUIDELINES

Worksite Development

The goal of worksite development is to match the occupational interests of the applicant and the position at the training site. When developing a potential training site, the Business will work with Trainer to develop a Task Analysis.

Basic Skills/Other Classroom Training

Individuals who do not have a high school diploma, GED or demonstrate low basic skills are strongly encouraged to attend basic skills instruction.

Training Plan/ Job Description

A task analysis is developed with the Business using Skilldex to identify occupational skills to be learned and other criteria relating to workplace competency. Business will complete a Skilldex JTA benchmark and participants will also complete a survey assessing their current skill level of the JTA tasks.

Duration

Participation in internship shall be for one month. Typically, internships will be full time (32-40 hrs/wk).

Wage

SkillSource pays intern a training wage equivalent to the Business's entry level wage for the specific position the participant is training in. Upon successful completion of this activity, the employer agrees to hire the participant provided the intern satisfactorily completes the internship.

Intern Orientation

Interns will receive a SkillSource orientation and handbook on or prior to the first day of training. The content of the intern orientation includes the purposes of SkillSource; participant goals and responsibilities; agency responsibilities; trainer responsibilities; guidelines for program length; guidelines for compensation; the training agreement; information on participant work regulations and the Training Agreement.

The orientation function is the responsibility of the Trainer. This orientation is extremely important because it provides a sound foundation for program participation and generally reduces problems at worksites. The orientation usually takes place at the time of enrollment.

Business Orientation and Training Agreement

All worksite supervisors will receive an orientation. During the supervisor orientations, Trainers will outline the supervisor's responsibilities including: monitoring, training, safety, sanitation, on-going supervision, procedures concerning time sheets, pay and problem solving. If worksite problems cannot be solved by the supervisor and participant, the trainer will meet with the supervisor and participant to help resolve. Explain it is the supervisor's responsibility to keep the trainer informed in a timely manner of any problems that arise and promptly notify the trainer if a participant leaves the program for any reason.

Monitoring

Monitoring will be performed on a daily basis by the worksite supervisors and trainers will make on-site visits at least once per month. Worksite supervisors will be expected to immediately report any worksite deficiencies to the trainer. All serious deficiencies will require a prompt visit by a Trainer.

Performance Evaluation

Business will rate the participant's skill level on the JTA tasks via the Skilldex benchmark at completion of internship.

PARTICIPANT BENEFITS**Payroll**

Payroll is paid twice each month. Internship participants receive training wages equivalent to the employer's entry level wage for the specific position. The participant and supervisor must both sign time sheets. If time sheets arrive late or are not signed, the participant's paycheck will be delayed. The hours marked on the time sheet must reflect actual hours worked. It is the participant's responsibility to submit their time sheet on time. Participants may not work overtime. Participants may not work more hours per week than were assigned by their trainer. Any overtime hours may be the responsibility of the worksite.

Sick Leave and Time Off

Participants are not paid for sick time or holiday pay. Participants should notify the supervisor if they are sick. Exceptions may be made for participants in special grant programs ie: SCSEP which allows for such benefits.

Accident Insurance

Internship participants are covered under Washington State Industrial Insurance. All accidents should be reported to the immediate supervisor and trainer. If medical attention is needed, the supervisor will assist the participant in getting this aid. The doctor's office will have the necessary accident report forms for claiming Industrial Insurance. Do not complete the employer section of claim and mail to SkillSource immediately. Please report all accidents promptly.



INTERNSHIP AGREEMENT

The purpose of this agreement is to provide the Intern with an opportunity for skill development. The parties entering into this agreement are:

_____, hereinafter referred to as, Business,
_____, hereinafter referred to as Intern,
and SkillSource.

This agreement begins _____ and ends _____.

A. Business agrees to:

1. Teach Intern assigned training tasks (Attachment C Training Plan).
2. Evaluate Intern's competence performing assigned tasks at completion of the internship.
3. Provide sufficient equipment and materials to perform assigned tasks.
4. Familiarize Intern with business location, co-workers, dress standards and safe working practices.
5. Release Intern for other training as requested by SkillSource. Intern may not work more than 40 hours per week (Saturday through Friday).
6. Notify SkillSource within eight hours concerning a Intern accident or injury.
7. Monitor work attendance including timesheet due date and signatures. Late timesheets will delay Intern's paycheck.
8. Report only actual hours worked and delegate timesheet approval to another supervisor if Intern's regular supervisor is absent and/or not available to sign.
9. Allow Intern unpaid leave for State holidays. No overtime, holiday or sick pay allowed. Payment for hours worked in excess of these limits will be the sole responsibility of the Business.
10. Give Intern a ½ hour unpaid lunch break when working more than five hours. Interns must be allowed appropriate breaks.
11. Notify SkillSource Trainer if Intern is habitually absent.
12. Comply with Attachment A: Employer Assurances, Attachment B: General Conditions and Supervisors Manual.
13. Hire Intern upon successful completion of the internship.

B. Intern agrees to:

1. Meet performance objectives assigned by supervisor and trainer.
2. Be to work on time and notify supervisor before shift if late or if you cannot make it to work.
3. Dress and behave according to business standards. Follow instructions and avoid unsafe acts.
4. Not use alcohol or drugs before work. Such behavior will result in termination.
5. Learn assigned tasks to the best of your ability and ask supervisor if unsure how to do a task.
6. Notify your trainer and supervisor at least one week before quitting.
7. Submit timesheet to SkillSource on time. Late timesheets will delay your paycheck.
8. Additional Intern requirements and expectations: _____

C. SkillSource agrees to:

1. Inform supervisor and Intern about guidelines and procedures, including business and Intern rights and responsibilities.
2. Assist Intern and supervisor to resolve any workplace problems.
3. Counsel Intern to resolve personal problems affecting training.
4. Monitor Intern and business periodically to review progress and compliance with this agreement. Review Intern's evaluations, counsel Intern and make worksite adjustments as necessary.
5. Pay Intern \$_____ per hour, social security and industrial insurance for actual hours worked performing assigned training tasks. Intern will not be paid for absences (sickness or otherwise) or recreational activities.
6. Provide special clothing and safety gear when not normally available from business.
7. Monitor school progress, if applicable.
8. Familiarize supervisor with effective Intern training techniques.

I understand and accept the responsibilities and conditions of this agreement.

Intern

Date

Authorized Business Representative

Date

SkillSource Representative

Date

TRAINING AGREEMENT

Attachment A: Assurances

In connection with Internship training funded by the Workforce Innovation & Opportunity Act (P.L 113-128), Business assures that:

1. Intern will not replace any laid-off or terminated employees of the Business.
2. Intern will not be involved in political activities during work hours.
3. Working conditions for the Intern will be the same as those of similarly employed workers.
4. Intern will not construct, operate or maintain a facility used or to be used for sectarian instruction or as a place of religious worship.
5. Business will not discriminate against any individual 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, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity. The nondiscrimination assurances at 29 CFR Part 38.25 apply to this agreement.
6. Working conditions will not be unsanitary, hazardous or dangerous.
7. Training agreement will not impair existing contract for services or collective bargaining agreements.
8. Intern is not related to the Business owner's or supervisor's family.
9. Business will take necessary actions to comply with the Department of Labor and Workforce Investment Act regulations and requirements upon written notification from SkillSource of non-compliance with any of the assurances, agreements or conditions of this agreement. Appropriate corrective action shall occur within ten (10) days written notice from the date of mailing.
10. Business will comply with the conditions stipulated in Attachment B: General Conditions.
11. Business will adhere to the conditions of the Training Agreement as they pertain to the worksite.
12. Business will provide appropriate Intern job descriptions, service agreements, evaluations and other records required by SkillSource.

Authorized Business Representative

Date

SkillSource Representative

Date

TRAINING AGREEMENT

Attachment B: General Conditions

RECORD KEEPING:

- Business will keep Intern records including:
- Intern time and attendance
- Copies of warning letters and other correspondence relating to Intern
- Copy of Training Agreement

COLLECTIVE BARGAINING:

This agreement must not impair existing contracts for services or collective bargaining agreement. If this Training Agreement is inconsistent with an applicable collective bargaining agreement, business shall obtain agent's written approval. Business shall retain written evidence of the notification to, and the concurrence of, the collective bargaining agent.

COMPLAINTS/GRIEVANCES

Complaints arising from this training shall first be informally resolved between the complainant and the respondent. Bona fide Workforce Investment Act complaints shall be processed in accordance with the SkillSource Complaint and Grievance Procedure. SkillSource reserves the right to review any complaint or grievance arising from the terms of this agreement. Business agrees to present any relevant documentation or records to SkillSource upon written request.

MODIFICATIONS:

Amendments to this agreement may be made when there is a:

- Change in the end date and/or total number of hours to be worked by the Intern
- Revision of training plan
- Additional requirements that are imposed on SkillSource
- Amendments must be in writing with signatures or initials on the original agreement.

DISCIPLINARY ACTION:

Prior to suspension or termination of training, business shall notify Intern and SkillSource of unsatisfactory performance. The notification must describe the problem(s), corrective action which must occur, and the consequences if the problem continues.

DISPLACEMENT OF WORKERS:

No currently employed worker may be displaced by a Intern (including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits). No Intern shall be assigned or job opening filled when any other individual is on layoff from the same or any substantially equivalent job or when the business has terminated the employment of any regular employee or otherwise reduced its workforce with the intent to host a Intern. Work Experience and Internship positions cannot infringe upon the promotional opportunities of employees.

FEDERAL/STATE LIABILITY:

It is understood that the United States and the State of Washington are not parties hereto and that no legal liability on the part of the Federal or State Government is implied under the terms and conditions of this agreement.

INDEMNIFICATION:

Business shall indemnify, defend and hold harmless SkillSource against any and all claims, liabilities, obligations, losses, costs, charges, expenses, causes of action, suits, demands, judgments and damages of any kind or character whatsoever, including, but not limited to, reasonable attorneys' fees and costs incurred or sustained by SkillSource, arising from the activities of Business, its agents or employees, pursuant to this Agreement or the failure to perform the obligations hereunder, by Business, its agents or employees.

SkillSource shall indemnify, defend and hold harmless Business against any and all claims, liabilities, obligations, losses, costs, charges, expenses, causes of action, suits, demands, judgments and damages of any kind or character whatsoever, including, but not limited to, reasonable attorneys' fees and costs incurred or sustained by Business, arising from the activities of SkillSource, its agents or employees, pursuant to this Agreement or the failure to perform the obligations hereunder by SkillSource, its agents or employees.