

COWIB Policy on Disaster Relief Employment

January, 2006

*(Approval by the COWIB on February 15, 2005)
(Pending Approval by the Board of Local Elected Officials)*

PURPOSE: To establish a local policy on the use of Disaster Relief Employment activities as a service strategy in the National Emergency Grant programs of the Central Oklahoma Workforce Investment Board.

AUTHORITY: The authority for this policy derives from the COWIB's status as a subrecipient of National Emergency Grant funds made available to the Central Oklahoma workforce investment area as the result of one or more Grant Agreement(s) with the Oklahoma Employment Security Commission.

BACKGROUND: As described in Section 173 of the WIA law:

- (d) Disaster Relief Employment Assistance Requirements.--*
 - (1) In general.--Funds made available under subsection (a)(2)--*
 - (A) shall be used to provide disaster relief employment on projects that provide food, clothing, shelter, and other humanitarian assistance for disaster victims, and projects regarding demolition, cleaning, repair, renovation, and reconstruction of damaged and destroyed structures, facilities, and lands located within the disaster area;*
 - (B) may be expended through public and private agencies and organizations engaged in such projects; and*
 - (C) may be expended to provide employment and training activities.*

STATE & FEDERAL REQUIREMENTS: In developing a policy for Disaster Relief Employment activities, the Central Oklahoma Workforce Investment Board, its One-Stop Operator, and One-Stop Center staff must be mindful of the requirements of our State and Federal funding sources.

Federal Policy: Disaster Relief Employment activities are addressed, implicitly or explicitly, in the following sections of the WIA Final Regulations:

PART 671--NATIONAL EMERGENCY GRANTS FOR DISLOCATED WORKERS

Sec. 671.140 What are the allowable activities and what dislocated workers may be served under national emergency grants?

Sec. 671.150 How do statutory and workflex waivers apply to national emergency grants?

Sec. 671.160 What rapid response activities are required before a national emergency grant application is submitted?

Sec. 671.170 What are the program and administrative requirements that apply to national emergency grants?

Additionally, the "Flexibility for Displaced Workers Act," provides expanded disaster relief employment under the Workforce Investment Act of 1998 for individuals displaced by Hurricane Katrina. (See **Attachment B** for the complete text of this Act).

The WIA Regulations at 20 CFR 671.170(b)(1) describe how funds provided in response to a natural disaster:

“...may be used for temporary job creation in areas declared eligible for public assistance by FEMA, subject to the limitations of WIA section 173(d), this part and the application guidelines issued by the Department.”

In every instance in which the COWIB receives funds for National Emergency Grant activities, the Department of Labor’s grant guidelines will be requested. Copies of the guidelines will be distributed to the COWIB’s Adult & Dislocated Worker service providers, One-Stop Operator, and appropriate One-Stop Center staff.

State Policy: State-level guidance on National Emergency Grant activities are described in each of the various individual Grant Agreement(s) between the COWIB and the Oklahoma Employment Security Commission.

LOCAL POLICY:

It shall be the policy of the Central Oklahoma Workforce Investment Board (COWIB) and its Board of Local Elected Officials (LEO) that all Workforce Investment Act Title I-funded services shall be delivered in a manner that fully complies with the WIA law and regulations.

A copy of this policy shall be distributed to managers and staff members of the COWIB’s One-Stop Centers who are responsible for implementing any aspect of a Disaster Relief Employment activity.

(1) General Requirements for Disaster Relief Employment Activities.

Definition. For the purpose of this policy, “Disaster Relief Employment” activities may include:

(i) **Temporary Employment Assistance.** This activity is described in Section 671.140 of the WIA Regulations:

“(e) Temporary employment assistance is authorized on disaster projects that provide food, clothing, shelter and other humanitarian assistance for disaster victims; and on projects that perform demolition, cleaning, repair, renovation and reconstruction of damaged and destroyed structures, facilities and lands located within the disaster area. For such temporary jobs, each eligible worker is limited to no more than six months of employment for each single disaster. The amounts, duration and other limitations on wages will be negotiated for each grant.”

(ii) **General Public Sector Employment.** This activity is authorized under limited circumstances as described in the "Flexibility for Displaced Workers Act," Section 2:

“(c) Authorization for General Public Sector Employment -- Funds provided to States that submit applications for assistance described in section 173(a)(2) of the Workforce Investment Act of 1998 to address the effects of Hurricane Katrina may be used to provide to eligible individuals temporary employment by public sector entities for a period not to exceed 6 months in addition to disaster relief employment described in section 173(d)(1) of such Act.”

Labor Standards. Labor standards apply in any temporary employment activity where an employee / employer relationship exists, as defined by the Fair Labor Standards Act (FLSA). Therefore, our policy defines “Disaster Relief Employment” as a paid activity since the service provider is, by definition, acting as an employer of record. All standards of the FLSA must be observed when a Disaster Relief Employment activity is being conducted, including the wage and hour provisions.

Health and Safety Standards. Health and safety standards established under Federal and State law apply to the working conditions of participants engaged in programs and activities under Title I of WIA. (Reference: 20 CFR 667.724, “*What health and safety standards apply to the working conditions of participants...?*”).

Therefore, all service providers in Central Oklahoma must take necessary steps to assure that:

- Worksites are safe and well supervised;
- To the extent that a State workers’ compensation law applies, the requirements of the law are being met; and
- If a State workers’ compensation law does *not* apply to a participant in temporary employment, insurance coverage must be secured for injuries suffered by the participant in the course of such temporary employment.

NOTE: For additional information on the requirements of 20 CFR 667.724, see Attachment A, “Administrative Provisions Under Title I of the Workforce Investment Act.”

Worksite Agreements. For every participant who is referred to a worksite, the service provider must maintain a signed Worksite Agreement that is appropriate to the particular type of activity. To assure that the COWIB may fulfill its responsibility to monitor and evaluate the effectiveness of program activities, a copy of each Worksite Agreement must be supplied to the COWIB Staff.

Nepotism. As provided in 20 CFR 667.200(g):

“No individual may be placed in a WIA employment activity if a member of that person’s immediate family is directly supervised by or directly supervises that individual.”

For the purpose of this policy, the term “immediate family” includes a spouse, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, grandparent, and grandchild.

Service providers must be familiar with and comply with each of the provisions of 20 CFR 667.200(g). ***See Attachment A.***

Non-Displacement of Employees. As provided in 20 CFR 667.270:

“(a) A participant in a program or activity authorized under title I of WIA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).”

Service providers must be familiar with and comply with each of the provisions of 20 CFR 667.270. ***See Attachment A.***

(2) Required WIA Worksite Agreement for Disaster Relief Employment Activities.

For Disaster Relief Employment activities, all COWIB Service Providers are instructed to utilize the Disaster Relief Employment Worksite Agreement that is specified in ***Attachment C.***

To assure that the COWIB may fulfill its responsibility to monitor and evaluate the effectiveness of program activities, service providers must provide the following items to COWIB Staff:

- A copy of each Worksite Agreement;
- A copy of any Modified Worksite Agreements; and
- A copy of each WIA Time and Attendance Record.

Each Worksite Agreement (including any modification) must be submitted to the COWIB prior to the start date of the Agreement. COWIB Staff will review the Agreement for completeness, and the Service Provider will be notified if any deficiencies are found.

A copy of each WIA Time and Attendance Records must be submitted to the COWIB Staff each time a request for reimbursement is made.

POLICY ADDITIONS AND CLARIFICATIONS: The COWIB Chief Executive Officer is authorized to issue additional instructions, guidance, forms, etc., to further implement the requirements of this policy.

Inquiries about this policy should be directed to the COWIB's Program Operations Manager at (405) 622-2030.

Attachment A.

WIA Final Regulations (Excerpts)

PART 667--ADMINISTRATIVE PROVISIONS UNDER TITLE I OF THE WORKFORCE INVESTMENT ACT

Sec. 667.200 What general fiscal and administrative rules apply to the use of WIA title I funds?

(g) Nepotism. (1) No individual may be placed in a WIA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

(2) To the extent that an applicable State or local legal requirement regarding nepotism is more restrictive than this provision, such State or local requirement must be followed.

Sec. 667.270 What safeguards are there to ensure that participants in Workforce Investment Act employment and training activities do not displace other employees?

(a) A participant in a program or activity authorized under title I of WIA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).

(b) A program or activity authorized under title I of WIA must not impair existing contracts for services or collective bargaining agreements. When a program or activity authorized under title I of WIA would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins.

(c) A participant in a program or activity under title I of WIA may not be employed in or assigned to a job if:

(1) Any other individual is on layoff from the same or any substantially equivalent job;

(2) The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the WIA participant; or

(3) The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.

(d) Regular employees and program participants alleging displacement may file a complaint under the applicable grievance procedures found at Sec. 667.600. (WIA sec. 181.)

Sec. 667.272 What wage and labor standards apply to participants in activities under title I of WIA?

(a) Individuals in on-the-job training or individuals employed in activities under title I of WIA must be compensated at the same rates,

including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience and skills. Such rates must be in accordance with applicable law, but may not be 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.

(b) Individuals in on-the-job training or individuals employed in programs and activities under Title I of WIA must be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.

(c) Allowances, earnings, and payments to individuals participating in programs under Title I of WIA are not considered as income for purposes of determining eligibility for and the amount of income transfer and in-kind aid furnished under any Federal or Federally assisted program based on need other than as provided under the Social Security Act (42 U.S.C. 301 et seq.). (WIA sec. 181(a)(2).)

Sec. 667.274 What health and safety standards apply to the working conditions of participants in activities under title I of WIA?

(a) Health and safety standards established under Federal and State law otherwise applicable to working conditions of employees are equally applicable to working conditions of participants engaged in programs and activities under Title I of WIA.

(b)(1) To the extent that a State workers' compensation law applies, workers' compensation must be provided to participants in programs and activities under Title I of WIA on the same basis as the compensation is provided to other individuals in the State in similar employment.

(2) If a State workers' compensation law applies to a participant in temporary employment, workers' compensation benefits must be available for injuries suffered by the participant in such temporary employment. If a State workers' compensation law does not apply to a participant in work experience, insurance coverage must be secured for injuries suffered by the participant in the course of such temporary employment.

Attachment B.

Flexibility for Displaced Workers Act

As [signed by the President](#) on September 23, 2005

HR 3761 PCS

Calendar No. 216
109th CONGRESS
1st Session

H. R. 3761

IN THE SENATE OF THE UNITED STATES

September 21, 2005

Received; read twice and placed on the calendar

AN ACT

To provide special rules for disaster relief employment under the Workforce Investment Act of 1998 for individuals displaced by Hurricane Katrina.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the `Flexibility for Displaced Workers Act'.

SEC. 2. SPECIAL RULES FOR NATIONAL EMERGENCY GRANTS RELATED TO HURRICANE KATRINA.

(a) Use of Grants for Projects Outside Disaster Area- Funds provided to States that submit applications for assistance described in section 173(a)(2) of the Workforce Investment Act of 1998 (29 U.S.C. 2918(a)(2)) to address the effects of Hurricane Katrina may be used to provide disaster relief employment and other assistance under section 173(d)(1) of such Act (29 U.S.C. 2918(d)(1)) on projects that provide assistance in areas outside of the disaster area (as such term is defined in section 173(a)(2) of such Act).

(b) Expanded Eligibility for Disaster Relief Employment- Funds provided to States that submit applications for assistance described under section 173(a)(2) of the Workforce Investment Act of 1998 (29 U.S.C. 2918(a)(2)) to address the effects of Hurricane Katrina may be used to provide disaster relief employment and other assistance under section 173(d)(1) of such Act, or public sector employment authorized under subsection (c) of this Act, to individuals affected by Hurricane Katrina, including those who have relocated from States in which a major disaster was declared under section 102 of the

Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122) due to the effects of Hurricane Katrina, who were unemployed at the time of the disaster or who are without employment history, in addition to individuals who are eligible for such employment under section 173(d)(2) of Workforce Investment Act of 1998.

(c) Authorization for General Public Sector Employment- Funds provided to States that submit applications for assistance described in section 173(a)(2) of the Workforce Investment Act of 1998 to address the effects of Hurricane Katrina may be used to provide to eligible individuals temporary employment by public sector entities for a period not to exceed 6 months in addition to disaster relief employment described in section 173(d)(1) of such Act.

(d) Extension of the Duration of Disaster Relief Employment- The Secretary of Labor may extend the 6-month maximum duration of employment under this Act and under section 173(d) of the Workforce Investment Act of 1998 (29 U.S.C. 2918(d)) for not more than an additional 6 months due to extraordinary circumstances.

(e) Priority for Disaster Relief Employment Funds- In awarding national emergency grants to States under section 173(a)(2) of the Workforce Investment Act of 1998 (29 U.S.C. 2918(a)(2)) to address the effects of Hurricane Katrina by providing disaster relief employment, the Secretary of Labor shall--

(1) first, give priority to States in which areas that have suffered major disasters (as defined in section 102 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122)) are located; and

(2) second, give priority to the remaining States that have been most heavily impacted by the demand for services by workers affected by Hurricane Katrina.

(f) Eligibility for Needs-Related Payments- Funds provided to States that submit applications for assistance described in section 173(a)(2) of the Workforce Investment Act of 1998 (29 U.S.C. 2918(a)(2)) to address the effects of Hurricane Katrina may be used to provide needs-related payments (described in section 134(e)(3) of such Act (29 U.S.C. 2864(e)(3))) to individuals described in subsection (b) who do not qualify for (or have ceased to qualify for) unemployment compensation, and who are not employed on a project described under section 173(d) of such Act, for the purpose of enabling such individuals to participate in activities described in paragraphs (2), (3), or (4) of section 134(d) of such Act.

(g) Use of Available Funds- With the approval of the Secretary of Labor, any State may use funds that remain available for expenditure under any grants awarded to the State under section 173 of the Workforce Investment Act of 1998 (29 U.S.C. 2918) or under this section, to provide any assistance authorized under such section 173 or this section, or personal protective equipment not otherwise available through public funds or private contributions, to assist workers affected by Hurricane Katrina, including workers who have relocated from areas for which an emergency or major disaster (as defined in section 102 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122)) was declared, due to the effects of Hurricane Katrina.

(h) Expanded Eligibility for Employment and Training Activities-

(1) IN GENERAL- In awarding national emergency grants under section 173(a)(1) of the Workforce Investment Act of 1998 (29 U.S.C. 2918(a)(1)), the Secretary may award such a grant to an entity to

provide employment and training assistance available under section 173(a)(1) of such Act to workers affected by Hurricane Katrina, including workers who have relocated from areas for which an emergency or major disaster (as defined in section 102 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122)) was declared, due to the effects of Hurricane Katrina.

(2) ELIGIBLE ENTITY- In this subsection, the term `entity' means a State, a local board (as defined in section 101 of the Workforce Investment Act of 1998 (29 U.S.C. 2801)), or an entity described in section 166(c) of such Act (29 U.S.C. 2911(c)), that submits an application for assistance described in section 173(a)(1) of the Workforce Investment Act of 1998 to address the effects of Hurricane Katrina.

SEC. 3. SENSE OF CONGRESS.

(a) Mobile One-Stop Centers- It is the sense of Congress that States that operate mobile one-stop centers, established as part of one-stop delivery systems authorized under subtitle B of title I of the Workforce Investment Act of 1998 (29 U.S.C. 2811 et seq.) should, where possible, make such centers available for use in the areas affected by Hurricane Katrina, and areas where large numbers of workers affected by Hurricane Katrina have been relocated.

(b) Expanded Operational Hours- It is the sense of Congress that one-stop operators (as such term is defined in section 101 of the Workforce Investment Act of 1998 (29 U.S.C. 2801) should increase access for workers affected by Hurricane Katrina to the one-stop delivery systems authorized under subtitle B of title I of such Act, including through the implementation of expanded operational hours at one-stop centers and on-site services for individuals in temporary housing locations.

Passed the House of Representatives September 20, 2005.

Attest:

JEFF TRANDAHL,

Clerk.

Calendar No. 216

Attachment C.

Disaster Relief Employment Worksite Agreement

(Based on Oklahoma Employment & Training Issuance #09-2003)

The Disaster Relief Employment Worksite Agreement is designed to establish certain assurances and conditions that must be agreed upon between the WIA Service Provider and the temporary employment worksite. This worksite agreement and Attachments are specified by the COWIB for use by its Service Providers.

The COWIB considers the worksite agreement to be a contract, so each worksite agreement established must be numbered. WIA Service Providers may develop their own numbering system, as long as each worksite agreement is numbered. A worksite agreement must be established for each Disaster Relief Employment project.

Worksite Information

The WIA service provider will input information in this section as pertains to the disaster relief employment worksite. The service provider must type or print the proper name of the worksite employer or agency, their address (including physical street and city), and telephone number. This section also requires the name and title of one front-line worksite supervisor and one alternate supervisor.

The WIA service provider must specify the agreement start and end date, hourly rate of pay, and the name of the trainee. If more than one participant will be working under the same Worksite agreement, provide the number of participants on the worksite agreement and include their names, social security numbers on a separate sheet. If the job title and job task are not the same for each participant, you will need to also list that information for each participant.

The WIA service provider must also indicate the type of Disaster Relief Employment activity, i.e., Temporary Employment or General Public Sector Employment (PSE). Orientation must be provided to the front-line worksite supervisor before the start date of this agreement, thus allowing this Agreement to serve as documentation to verify that the required orientation was provided.

The minimum elements required in the Worksite Information section of the Worksite Agreement:

1. Worksite Employer / Agency
2. Worksite Physical address
3. Worksite Telephone Number
4. Supervisor's Name and Title
5. Alternate Supervisor's Name & Title
6. WIA Program
7. Agreement Start Date
8. Estimated End Date
9. Hourly rate of pay for Participant
10. Participant's name or # of Participants

Job Information

The program participant's job title and job tasks must be entered in this section of the form. It is the responsibility of the WIA service provider to ensure that the job title and task reflect those which will actually be performed by the participant. The participant's time sheet shall be included with the Worksite Agreement as an attachment at the time of their assignment to that worksite.

The minimum elements required in the Job Information section of the Worksite Agreement:

11. Job Title
12. Job Task

Certifications

The Certifications section must be dated and signed by a WIA service provider, by the worksite supervisor, and the named alternate supervisor. It is the WIA service provider's responsibility to ensure that the signatures read the same as the names which were printed or typed in the Worksite Information section of the form. For example, the Supervisor named in the Worksite Information section must sign as "Worksite Supervisor", not an "Alternate Supervisor". Also, if a name is typed or printed as "Barbara Ann Long" then the signature must be the same and not "Bobbi Long". It is also the WIA service provider's responsibility to ensure that each signatory enter a date in the space provided.

The minimum elements required in the Certification section of the Worksite Agreement:

13. Signature of WIA Representative and date
14. Signature of Worksite Supervisor and date
15. Signature of Alternate Supervisor and date

Modifications

Under certain circumstances it may become necessary to update or revise the Worksite Agreement. The WIA service provider cannot make corrections or unilateral revisions to the Worksite Agreement --- however, a Modified Worksite Agreement may be completed. When doing so, the WIA Representative must type or write, "MODIFIED" on the modified Worksite Agreement.

A copy of the Worksite Agreement or any modification must be given to the Worksite, and the original Worksite Agreement and the original of any modification must be kept in the WIA service provider's office.

The signature of the WIA Representative is the only signature required on a Modified Worksite Agreement.

Assurance and Conditions

The second page contains the Worksite Agreement's Assurances and Conditions. By signing the front page of the Worksite Agreement, the WIA service provider and the Worksite employer or agency are agreeing to all of these assurances and conditions. Any other agreements that may be a condition of this Worksite Agreement should be listed at the bottom of the Agreement's Assurances and Conditions form.

WIA Time and Attendance Record

The WIA Program participant's name, participant's social security number, Employer's name, WIA program, and pay period must be typed or printed on the Time and Attendance Record.

The participant's number of hours worked each week cannot exceed 40 hours. This section of the form must be completed in ink and does not allow for the use of liquid paper or "white out". A supervisor and the participant must initial any changes made to this section. As described in the assurances, the participant shall not be paid for holidays or absences. The WIA service provider or supervisor must enter the day and month, actual date and the number of hours worked that date. If it is a date not applicable, enter "N/A" in that space. If the participant was absent, enter "E" for excused or "U" for unexcused. Enter an "H" for holidays. This information is critical to ensuring job retention of the participant.

The participant and the supervisor must sign and date the bottom of this form for certification. A WIA Representative must also sign and date this form upon receipt certifying acceptance of the information as true and correct.

The minimum elements required on the Time Sheet.

1. Participant's name
2. Participant's social security number
3. Employer / Agency name
4. Pay Period beginning and ending date
5. WIA program (Write in, "Disaster Relief Employment")
6. Date and Days of the workweek
7. Hours worked
8. Participant's Signature and date
9. Worksite Supervisor's signature and date
10. WIA Representative's signature and date

A worksite supervisor must also complete an evaluation on each participant. This information will assist the WIA representative in determining worksite appropriateness, and the participant's job retention, skills and abilities. This information can be included on the time sheet or on a separate form.

Documentation of Agreements and Records

To assure that the COWIB may fulfill its responsibility to monitor and evaluate the effectiveness of program activities, service providers must provide the following items to COWIB Staff:

- A copy of each Worksite Agreement;
- A copy of any Modified Worksite Agreements; and
- A copy of each WIA Time and Attendance Record.

These items should be submitted each time a request for reimbursement is made.



Disaster Relief Employment Worksite Agreement



Number: _____

WIA disaster relief employment activities are designed to provide temporary employment as authorized by the federal Workforce Investment Act. Certain assurances and conditions must be agreed upon between the WIA service provider and the worksite. These assurances and conditions are explained on the second page of this agreement. By accepting this Worksite Agreement, the participant, the worksite, and the WIA service provider agree to each of the assurances and conditions as shown.

Worksite Information

(print or type)

Worksite Employer/Agency:	Telephone Number:
Worksite Address:	Supervisor Name & Title:
Agreement Start date:	Estimated End Date:
Hourly rate of pay for Participant:	Alternate Supervisor Name & Title:
Participant's name or # of Participants:	Type: ___ Temporary Employment; ___ General PSE

Job Information

Job Title: _____

Job Tasks: _____

Certifications

We have read the worksite agreement and agree to abide by all applicable assurances and conditions.

Date: ___/___/___ Signature of WIA Representative: _____

Date: ___/___/___ Signature of Worksite Supervisor: _____

Date: ___/___/___ Signature of Alternate Supervisor: _____

Date: ___/___/___ Signature of Alternate Supervisor: _____

ASSURANCES AND CONDITIONS

1. The WIA service provider shall provide orientation to each site supervisor covering the program requirements prior to the participant referral or the actual participant beginning work at the site.
2. The worksite shall provide job orientation to all WIA participants as related to work policies, job safety, and job expectations. The work policies and job expectations for WIA participants must be the same as for non-WIA workers at the site.
3. The worksite supervisor for each participant shall conduct evaluations of the WIA participant. The frequency of this evaluation is to be determined by the WIA service provider.
4. The WIA service provider shall pay a wage to the temporary participant. The wage to be paid will be the current minimum wage (or no greater than a starting wage that would be paid by the employer) at the time of payment.
 - (a) This is a temporary employment position for which the intent is:
 - To provide support on disaster projects that provide food, clothing, shelter and other humanitarian assistance for disaster victims; and on projects that perform demolition, cleaning, repair, renovation and reconstruction of damaged and destroyed structures, facilities and lands located within the disaster area; and/or
 - To provide to eligible individuals temporary employment by public sector entities for a period not to exceed 6 months.
 - (b) Each worksite supervisor shall maintain an accurate record of time and attendance of each participant to be recorded on the Time and Attendance Record. The Time and Attendance reports will be signed by both the WIA participant and the worksite supervisor, and will be submitted according to the local WIA policy.
5. The worksite shall provide sufficient work to occupy the participant's work hours and shall provide sufficient equipment and/or materials to enable the participant to carry out the work assignments.
6. WIA participants will be paid only for actual hours worked. This is a temporary employment position therefore no pay will be given for holidays. Overtime work is not allowed.
7. WIA participants are covered under the Worker's Compensation policy of the local WIA service provider. On the job injury reports will be completed by the participant, supervisor, and authorized worksite official and submitted to the WIA service provider. All job injuries must be reported immediately in order that medical claims can be processed for worker's compensation.
8. Counselors shall provide counseling to those participants who may be experiencing unsatisfactory performance. The worksite shall notify the WIA service provider prior to termination of any participant.
9. The worksite shall assure that all work is conducted in a safe and sanitary drug free environment and shall assure that all WIA participants are supervised on a full-time basis by a qualified supervisor.

10. The WIA service provider and worksite shall adhere to all applicable Federal, State, and local child labor laws and the Workforce Investment Act regulations.
11. The WIA service provider shall inform the WIA participant of grievance procedures, nepotism rules, equal pay, and non-discrimination assurances. The worksite shall not, in any manner or for any reason, discriminate against any WIA participant.
12. The worksite shall, upon request of the WIA service provider, release the participant for attendance at labor market orientations, career orientations, job readiness training, or other WIA activities.
13. The worksite assures that any WIA participant will not displace currently employed workers.
14. This agreement will either be modified or replaced if conditions change.
15. If the worksite is negligent in responsibilities agreed to in this document, the site:
 - (a) May not be used at a future date, and
 - (b) Is financially responsible for costs deemed illegal by auditors or monitors.

Other Agreements

Participant(s) Worksite Schedule

(Name of Worksite)

1	Participant: _____ SSN: _____						
	Job Title / Job Task: _____						
	Monday __ - __	Tuesday __ - __	Wednesday __ - __	Thursday __ - __	Friday __ - __	Saturday __ - __	Sunday __ - __
2	Participant: _____ SSN: _____						
	Job Title / Job Task: _____						
	Monday __ - __	Tuesday __ - __	Wednesday __ - __	Thursday __ - __	Friday __ - __	Saturday __ - __	Sunday __ - __
3	Participant: _____ SSN: _____						
	Job Title / Job Task: _____						
	Monday __ - __	Tuesday __ - __	Wednesday __ - __	Thursday __ - __	Friday __ - __	Saturday __ - __	Sunday __ - __
4	Participant: _____ SSN: _____						
	Job Title / Job Task: _____						
	Monday __ - __	Tuesday __ - __	Wednesday __ - __	Thursday __ - __	Friday __ - __	Saturday __ - __	Sunday __ - __
5	Participant: _____ SSN: _____						
	Job Title / Job Task: _____						
	Monday __ - __	Tuesday __ - __	Wednesday __ - __	Thursday __ - __	Friday __ - __	Saturday __ - __	Sunday __ - __
6	Participant: _____ SSN: _____						
	Job Title / Job Task: _____						
	Monday __ - __	Tuesday __ - __	Wednesday __ - __	Thursday __ - __	Friday __ - __	Saturday __ - __	Sunday __ - __
7	Participant: _____ SSN: _____						
	Job Title / Job Task: _____						
	Monday __ - __	Tuesday __ - __	Wednesday __ - __	Thursday __ - __	Friday __ - __	Saturday __ - __	Sunday __ - __
8	Participant: _____ SSN: _____						
	Job Title / Job Task: _____						
	Monday __ - __	Tuesday __ - __	Wednesday __ - __	Thursday __ - __	Friday __ - __	Saturday __ - __	Sunday __ - __
9	Participant: _____ SSN: _____						
	Job Title / Job Task: _____						
	Monday __ - __	Tuesday __ - __	Wednesday __ - __	Thursday __ - __	Friday __ - __	Saturday __ - __	Sunday __ - __
10	Participant: _____ SSN: _____						
	Job Title / Job Task: _____						
	Monday __ - __	Tuesday __ - __	Wednesday __ - __	Thursday __ - __	Friday __ - __	Saturday __ - __	Sunday __ - __

WIA TIME AND ATTENDANCE RECORD
Please Print in Ink or Type ~ DO NOT USE WHITE OUT

Participant Name: _____ SS#: _____

Employer / Agency: _____

Pay Period: _____ to _____ Adult [] DLW [] OY [] YY [] In-school [] Out-of-school []

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hours
Date								
Hours Worked								
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Date								
Hours Worked								
E = Excused U = Unexcused H = Holiday (Note for all absences)			ENTER TOTAL HOURS WORKED					

Please rate the participant for each characteristic utilizing the following scale:

	1 = EXCELLENT	2 = GOOD	3 = SATISFACTORY	4 = UNSATISFACTORY
Cooperative	1 2 3 4		1 2 3 4	Follows Directions 1 2 3 4
Punctuality	1 2 3 4		1 2 3 4	Integrity 1 2 3 4
Initiative	1 2 3 4		1 2 3 4	Skill Progress 1 2 3 4
Work Quality	1 2 3 4		1 2 3 4	Conduct/Attitude 1 2 3 4

I certify that the above time and attendance information is correct.

Participant's Signature

Worksite Supervisor's Signature

WIA Representative

Worksite Supervisor's Telephone Number