

Workforce Innovation and Opportunity Act

YOUTH WORK-BASED LEARNING PROGRAM GUIDELINES

Alabama Department of Commerce
Workforce Development Division
Alabama Workforce Investment Area



PROGRAM GUIDELINES

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CHAPTER ONE

BACKGROUND

I. Introduction

The Alabama Workforce Investment Area (AWIA) will operate a Youth Work-Based Learning Program for youth 18 - 24 years old. Eligible youth will be paid \$7.25 per hour for 30 hours per week for the equivalent of thirteen (13) weeks or a maximum of 390 hours. The Youth Program is funded through the federal Workforce Innovation and Opportunity Act (WIOA).

The program will target young adults who are not attending secondary school and meet the requirements of the WIOA out-of-school youth program.

This manual describes policies and procedures for the Youth Work-Based Learning Program. The operation of the program is the responsibility of the Alabama Career Center. Any questions regarding these policies should be addressed to the Alabama Department of Commerce/ Alabama Workforce Investment Area at (334) 242-5300.

II. Goals and Objectives

The goal of the program is to promote the development of good work habits and basic work skills (See Attachment 1 – Work Habits and Basic Work Skills Definitions) by participation in a structured paid work-based learning activity. Objectives include:

- To improve a participant's work maturity skills through meaningful work-based learning assignments and proper supervision; and/or
- To improve a participant's occupational skills through worksite instruction and well-supervised job tasks; and
- To enhance a participant's academic and other basic skills through relevant worksite experience.

The participant(s) should complete the Work-Based Learning Program activity with enhanced work maturity skills. In addition, participant(s) should find that they have a better understanding of future employment or training options (careers, occupational skills training, etc.). Each participant(s)' work-based learning activities will be reviewed and evaluated with respect to the above goals and objectives.

III. Youth Work-Based Learning Activity Development

The main organizations involved with the Youth Work-Based Learning Program activity are summarized below.

A. Alabama Department of Commerce/Alabama Workforce Investment Area

The Alabama Department of Commerce/Alabama Workforce Investment Area (ADC/AWIA) will be responsible for overall management of the program by providing operational over-site to local Career Centers to insure compliance with AWIA policies and procedures and quality service delivery. AWIA will develop and issue operating instructions for the program and provide work-based learning slot allocations for each Career Center. AWIA will manage slot allocations by Career Center making adjustments to provide maximum utilization of the slots available throughout the local area.

ADC/AWIA is also responsible for the fiscal management of the program in the sixty-five county Alabama Workforce Investment Area. ADC/AWIA has contracted with the Family Guidance Center of Alabama for management of the participant payment system. Staff assigned to the Alabama Workforce Investment Area will be responsible for on-site monitoring of the program to ensure that participant(s) are receiving the appropriate services, and writing, completing and distributing monitoring reports.

B. The Career Center

The Career Center will be responsible for recruiting and determining eligibility of youth participant(s) and completing and maintaining participant records. The Career Center will solicit, review and select Worksite/Facilities. The Career Center staff will monitor the participant(s)' job performance, help solve work-related problems that may occur, provide very basic counseling as necessary, and link the participant(s) with support services. The Career Center will be responsible for collecting timesheets for youth participant(s) on a weekly basis and sending the timesheets to the Family Guidance Center of Alabama for payment, entering participant(s) eligibility information in the system, tracking participant(s) and associated outcomes, verifying participant(s) time and attendance with worksite supervisors, assisting youth participant(s) with on-line applications and career exploration, answering questions, problems, etc.

C. Worksite

The Worksite is responsible for supervising Youth participant(s) engaged in a meaningful work-based learning activity. A Worksite Agreement and Worksite Job Description form will be developed between the Worksite and the Career Center. (Attachment 2) Both parties **will sign** the description form and attach it to the **original** and all copies of the Worksite Agreement.

IV. Appropriate Worksites

Work-Based Learning worksites may be either public (governmental) or not-for-profit agencies (non-profit). Internship opportunities will be available at private (for-profit) worksites. Before assigning participant(s) to a Worksite, the Career Center will consider whether the location and training assignment will meet the participant needs. Worksite selection should be as flexible as possible; however, the following are some points that should be considered:

1. Worksites should provide experiences and enhance the participant(s)' potential to achieve the program's outcomes and the participant(s)' goals.
2. Worksites should treat Work-Based Learning Youth participant(s) in the same manner as they would any other employee.

3. Worksites should, whenever possible, provide meaningful training assignments that are related to the occupational interests of the participant(s).
4. Worksites should expose the participant(s) to materials, processes, tools, and technology that correspond with those used by similar agencies.
5. Worksites should utilize the participant(s)' time productively.
6. Worksites should be willing to put the participant(s) into a training assignment that provides development of work maturity skills.

V. Worksite Training Hours

Career Center staff will work with the Worksite to develop a work schedule for the Youth participant(s). Participant(s) should be assigned to work up to 30 hours per week for the equivalent of thirteen (13) weeks, for a maximum of 390 hours. **Payment for any hours the Worksite allows the Youth participant(s) to work over the 390 hours will be the responsibility of the Worksite.**

VI. Youth Work-Based Learning Payments

Participants will be employees of Family Guidance Center of Alabama and will be paid weekly by Family Guidance Center of Alabama. Participants will have the option of having their pay direct deposited into their bank account or receiving a check. It will take approximately two (2) weeks for the participant(s) to receive their first check.

VII. Youth Worksite Job Description

A Youth Worksite Job Description (Attachment 2) will be developed and attached to the Worksite Agreement. The Career Center will make copies of this form as needed. If a participant(s)' job duties change the Worksite Job Description should also be changed to reflect the new work assignment.

CHAPTER TWO

POLICIES AND PROCEDURES

I. Eligibility for Work-Based Learning Activity

The Work-Based Learning Youth Program is designed for youth and young adults ages 18 - 24 years old that are eligible for WIOA youth services. Ideally, participants should not be Basic Skills Deficient (BSD), but if case notes document that the youth is prepared to benefit successfully from participation in this activity, the youth may be enrolled by Career Center staff. A copy of this documentation (case notes) will be placed in the participant's Work-Based Learning file at the Career Center. *

II. Assessment

Career Center staff will determine a participant(s)' need for work-based learning during the assessment process. Youth Work-Based Learning is an integral part of a long-term plan, as

documented on the Individual Service Strategy, and is designed to assist youth is obtaining unsubsidized employment. There should be a reasonable expectation of unsubsidized employment at the completion of the work-based learning activity.

*Revised February 2016

III. Orientation

Prior to enrolling participant(s) in the Work-Based Learning program activity, Career Center staff will provide participant(s) with an orientation for this activity. The orientation will include the purpose of the assignment, payment procedures, and the rules and regulations of the Worksite where assigned.

IV. Worksite Selection

Career Center staff should consider the following guidelines during the Worksite selection process:

1. Worksite selection should correspond when possible, with a participant(s)' expressed interest and objectives found on the ISS. The site should enhance career exploration. The worksites may be either public (governmental) or not-for-profit agencies (non-profit). Internship opportunities are also available at private (for-profit) worksites. **This may not always be possible due to limited Worksite alternatives within the community.**
2. Youth participant(s) **may** work weekends, nights or holidays if it is required by the Worksite and as long as supervision will be provided.
3. Prior to making a final Worksite selection for participant(s), the Worksite should be visited and a brief meeting held with the supervisor.
4. Participant(s) must make a commitment to complete the Youth program assignment.
5. Prior to Worksite selection and referral, participant(s) should know what will be expected at the Worksite.
6. Decisions for Worksite selection will be made between the Career Center, the Worksite Supervisor, and the participant(s).
7. Worksite staff must have a thorough understanding of their responsibilities and agree to comply with guidance provided in the Worksite Supervisor Handbook.
8. Worksite staff will utilize the Worksite Participant Evaluation Form to assess participant(s) progress in the performance of assignments.

V. The Worksite Agreement / Worksite Job Description

Career Center staff will review the following terms of the Worksite Agreement with the Worksite representatives. (See Attachment 2)

1. The Worksite agreements must be completed and the youth certified eligible for the program before participant(s) can begin the program.

2. Only **one** Worksite Agreement will need to be completed for each Worksite regardless of the number of Youth participant(s) assigned to the site.
3. The Career Center, in conjunction with a Worksite representative, will develop a Youth Worksite Job Description for each participant. (See Attachment 2)
4. Youth Work-Based Learning Program activities will be performed under the following terms of agreement:
 - i. Youth participant(s) will be placed in assignments that will provide meaningful employment and that are in compliance with Federal, State, and Local laws.
 - ii. **Youth participant(s) will be supervised at all times.** In addition to supervision, Worksite supervisors will: (1) provide an orientation to work stations and safety rules associated with work performance, (2) accurately complete and sign participant(s)' time sheets in a timely manner, (3) immediately notify the Career Center in the event of a work-related accident or injury, and (4) immediately notify the Career Center in the event that participant(s) fails to report to work.
 - iii. Participant(s) in the Youth Work-Based Learning program **will not** result in the displacement of current employees, including partial displacement, such as reduction in hours of overtime work, wages, or employment benefits.
 - iv. Youth participant(s) assignments shall not discriminate on the grounds of race, disability, sex, political affiliation, religion, creed, or national origin.
 - v. The Worksite will designate a full-time employee as a contact person who will be responsible for answering inquiries at the Worksite, and be available for assistance with resolution of Worksite problems.
 - vi. Youth participant(s) are covered by Workers' Compensation Insurance through Family Guidance Center of Alabama in the event of a work-related accident and/or injury associated with the Youth Work-Based Learning Program activities.
 - vii. The Worksite agrees that if participant(s) should accidentally damage equipment or property, no damages will be chargeable to the participant(s), the Career Center or Family Guidance Center of Alabama. However, the Youth participant(s) may be held responsible for the willful destruction of equipment/property.
 - viii. The assignment to a Worksite shall not exceed 390 hours, 30 hours per week for the equivalent of thirteen (13) weeks. It is understood that the Worksite is not required to hire the participant(s) upon completion of the training assignment.
 - ix. Worksite supervisors will assist in ensuring that Work-Based Learning is beneficial to the participant(s) in gaining workplace knowledge, including enforcement of time and attendance policies. The Worksite supervisor will offer instruction to the Youth participant(s) as they would any of their other full-time employees.

- x. Each Worksite must have at least one supervisor located at their assigned worksite.
- xi. A description of the Worksite Job Description will be developed and agreed upon between the Career Center and Worksite for each participant. In addition, the Youth Worksite Participant List will list the participants assigned to the worksite. When completed, the Youth Worksite Job Description, and the Youth Worksite Participant List becomes a part of the Worksite Agreement. (Attachment 2)

VI. The Youth Work-Based Learning Program Participant Evaluation Form

The Youth Work-Based Learning Participant Evaluation Form will be used by the Worksite Supervisor to evaluate a participant(s)' progress in acquiring work readiness skills. (See attachment 3). The Worksite supervisor **will** complete this form. The initial rating will be accomplished by the Worksite supervisor within the **first five days** of participation. The final rating will be completed **before** the participant(s)' work-based learning time period has been completed.

VII. E-Verify

Work-Based Learning participants are employees of Family Guidance Center of Alabama. Once the registration with Family Guidance Center of Alabama has been completed, the Career Center Case Manager will scan and email the participant's employment application, Form I-9 (include the participant's email address on form), social security card, picture ID and other required employment information to Family Guidance Center on the date it is completed. Once completed, the E-verify form will be emailed to the Career Center Case Manager. All documentation must be kept in the participant's records at the Career Center.

VIII. Customer Agreement Form

All participant(s) in WIOA must sign and date the Customer Agreement Form. (Attachment 5) This form states that: 1) AWIA reserves the right to require participant(s) to take a drug test; 2) participant(s) who are found to have used illegal drugs will be suspended from participation until such time as it can be demonstrated that participant(s) is drug-free or has entered a drug treatment or counseling program before re-enrollment; 3) participant(s) who exhibit the use of alcohol while participating in a WIOA program will be suspended from participation; 4) participant(s) may appeal an order for a drug test and /or sanctions imposed as a result of a drug test in writing to the Division Chief, Alabama Workforce Investment Area, Alabama Department of Commerce, PO Box 5690, Montgomery, Alabama 36103-5690. A copy of this Customer Agreement form should be given to each participant for their records and the original signed form should remain in the Career Centers case file.

ATTACHMENT 1

**WORK HABITS
AND
BASIC WORK SKILLS
DEFINITIONS**

WORK HABITS (JOB KEEPING SKILLS)

PUNCTUALITY: Comes to work on time each day –

Rarely late for work; conforms with Worksite punctuality standards; calls employers as soon as possible when tardy; has a valid reason for being late for work.

ATTENDANCE: Comes to work each day-

Rarely absent from work; conforms to Worksite attendance standards; calls employer as soon as possible when absent; has a valid reason for being absent from work.

APPEARANCE: Groomed and dressed appropriately for the job –

Consistently well-groomed, no body odor evident; wears clean and appropriate clothing; appropriately shaven; make-up appropriate; conforms with Worksite personal appearance standards.

INTERPERSONAL: Works with others-

- A. Participates as a member of a team – contributes to group effort.
- B. Teaches others new skills.
- C. Serves clients/customers – works to satisfy customers' expectations.
- D. Exercises leadership-communicates ideas to justify position, persuades and convinces others.
- E. Negotiates – works toward agreements involving exchange of resources, resolves divergent interests.
- F. Works with diversity – works well with men and women from diverse backgrounds.

ATTACHMENT 2

WORKSITE AGREEMENT/

WORKSITE JOB DESCRIPTION/

WORKSITE PARTICIPANT LIST

WORKSITE AGREEMENT

Between the Alabama Workforce Investment Area (AWIA) and The Family Guidance Center of Alabama (hereinafter referred to as the Program Operator) and _____ (Hereinafter referred to as the work site) concerning work-based learning under the Alabama Workforce Investment Area Work-Based Learning Program. The AWIA Career Center System is responsible for coordinating the program at the local level. The Family Guidance Center of Alabama is responsible for the participant payroll process and for the provision of worker's compensation for on-site accidents. Neither the Alabama Department of Commerce/Alabama Workforce Investment Area nor The Family Guidance of Alabama is responsible for any damages resulting from actions of the Work-Based Learning participant.

The Work Site Agreement is hereby made between the Program Operator and the Work Site, pursuant to Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA).

The program is designed to provide WIOA eligible participants with meaningful and worthwhile work-based learning, financial assistance, and a better understanding of the labor market. To this end, the following worksite agreement will be adhered to:

- I. The Worksite will ensure provision of adequate and competent on-site supervision. Supervisors will require participant conformance with the Worksite's personnel rules.
- II. Participants will be employed in accordance with the applicable Federal and State Child Labor Law Acts, rules, and regulations, and other applicable State and local laws.
- III. The job description on the reverse of this agreement must be completed for each participant employed by this worksite.
- IV. Worksite supervisors will agree to attend and participate in worksite supervisor orientation which will be conducted by local Program Coordinators.
- V. The Worksite will ensure orientation and training of worksite supervisor personnel directly responsible for the supervision of participants, as to the Worksite's responsibilities and obligations under this agreement by providing each supervisor with a copy of this Agreement.
- VI. Worksite personnel will maintain and certify daily and weekly time and attendance records on each participant for the programs duration. Participants will not be paid for absences, hours not worked, or holidays.
- VII. Participants will not be allowed to work more than _____ hours per week, _____ total hours.
- VIII. Worksite personnel will ensure to the best of their ability that no participant is engaged in political, sectarian, and/or maintenance of effort activities.
- IX. The Worksite will ensure that all sites where participants are assigned will have capability and facilities to provide services to WIOA participants in a sanitary and safe environment.
- X. Worksite personnel agree to notify The Family Guidance Center of Alabama staff immediately in the case of an accident or injury at the worksite affecting a participant.
- XI. Worksite personnel agree to notify Career Center staff of any problem concerning participant performance at a worksite.
- XII. Worksite supervisors will be responsible for on-site program operation in compliance with governing DOL/WIOA regulations and directions. The Career Center staff is responsible for providing worksite Agencies with copies of this agreement and Supervisor Orientation information.
- XIII. Worksites will provide sufficient equipment and materials for participants. This will enable participants to keep busy and develop good work habits.

This Agreement is effective the ___ day of _____, 2015, and shall remain in effect until terminated by written notice of either party concerned, or until _____.

WORKSITES WILL BE RESPONSIBLE FOR THE REIMBURSEMENT OF ANY OVERPAYMENT TO PARTICIPANTS WHO ARE ALLOWED TO WORK MORE THAN THE ALLOTTED NUMBER OF HOURS.

I have read, understand, and agree to comply with the terms of the Agreement.

BY: _____
Signature of Program Operator

BY: _____
Signature of Agency Director

WORKSITE:

WORKSITE: ADDRESS: (1): _____

BY: _____
Signature of Worksite Supervisor

MAILING ADDRESS (2) if different than Worksite Address

BY: _____
Signature of Alternate Supervisor

BY: _____
Signature of Alternate Supervisor

CONTACT NAME: _____

PHONE NUMBER(S): _____

FAX NUMBER: _____

Number of Participants at Worksite: _____

WDD 08/2015

YOUTH WORK-BASED LEARNING WORKSITE JOB DESCRIPTION

Career Center Staff Member Name:

Date Completed:

WORKSITE ASSIGNMENT JOB TITLE:	WORKSITE AGENCY/BUSINESS:

WORKSITE ASSIGNMENT DESCRIPTION:

WORKSITE ASSIGNMENT DESCRIPTION:

YOUTH WORKSITE PARTICIPANT LIST

The following participant(s) are assigned to this Worksite.

Participant:		Participant:	
From:	To:	From:	To:
Participant:		Participant:	
From:	To:	From:	To:
Participant:		Participant:	
From:	To:	From:	To:
Participant:		Participant:	
From:	To:	From:	To:

Career Center Signature

Worksite Representative Signature

ATTACHMENT 3

YOUTH PARTICIPANT EVALUATION FORM

County _____

YOUTH WORK-BASED LEARNING PARTICIPANT EVALUATION FORM

Participant: _____ Worksite : _____ / (ID# _____)

Date Started: _____ End Date: _____ Job Title: _____

Assign a number 5-1 in the appropriate space for all items which represents how well you believe the participant performed during the observation period. Place an (NA) in those items which you were not able to observe.

5	4	3	2	1
Excellent	Good	Acceptable	Poor	Unacceptable
ITEM				
			*Initial Rating	Final Rating
Basic Work Skills:				
Follows Verbal Instructions				
Follows Written Instructions				
Follows Safety Procedures				
Asks Questions				
Maintains Clean Work Area				
Work Maturity Skills:				
Being Consistently Punctual				
Maintains Regular Attendance				
Presents a Neat Appearance				
Gets Along and Works Well with Others				
Exhibits Good Conduct				

Completes Tasks			
Accepts Constructive Criticism			
Shows Initiative/Reliability			
Assumes Responsibility			
Date Completed:			
Supervisor's Initials			
Participant's Initials (received copy)			

Comments: _____

Initial rating will be accomplished by the Worksite Supervisor and the Career Center staff member by the fifth work day of participation.

Distribution: Original: Career Center File Copy: Participant Copy: Worksite File

ATTACHMENT 4

CUSTOMER AGREEMENT FORM

CUSTOMER AGREEMENT FORM

AWIA Drug Policy

The following drug policy is applicable to all Alabama WIOA participants:

1. The Alabama WIA reserves the right to require participants to take a drug test.
2. A participant who is found to have used illegal drugs will be suspended from participation until such time as he/she can demonstrate that he/she is drug-free or has entered a drug treatment or counseling program before he/she is considered for re-enrollment.
3. A participant who has been refused employment based on failure of a drug test or refusal to take a drug test will be suspended from participation until such time as he/she can demonstrate that he/she is drug-free or has entered a drug treatment or counseling program before he/she is considered for re-enrollment.
4. Participants who exhibit the use of alcohol while participating in a WIOA program will be suspended from participation.
5. A participant may appeal an order for a drug test and/or sanctions imposed as a result of a drug test in writing to the Division Director, Alabama Workforce Investment Area, Alabama Department of Commerce, P.O. Box 5690, Montgomery, Alabama 36103-5690.

I have read and understand the above statement.

Signature	Date
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WIOA Post-Employment/Post-Program Follow-Up Services

We are committed to you during your participation in WIOA services and afterwards on an as needed basis. We will be here to offer you career counseling, career guidance, and/or agency referrals for other support if needed. After completing these services someone from the Career Center will contact you periodically or write you a letter requesting information about your employment status. If you move, your phone number changes, or your employment status changes please call or write to let us know.

I have read and understand the above statement and agree to cooperate with the Career Center to provide information during this period of follow-up services.

Signature	Date
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ATTACHMENT 5

**WIOA PARTICIPANT
INFORMATION RELEASE FORM**

WIOA PARTICIPANT INFORMATION RELEASE FORM

I, the undersigned, do hereby authorize the Alabama WIOA Career Center and any training facility attended to release any and all information regarding my test scores, grades, progress, or other pertinent information.

Participant Signature

Date

Witness Signature

Date

ATTACHMENT 6

YOUTH FORMS DISTRIBUTION/ PARTICIPANT FILES WORK-BASED LEARNING

Youth Forms Distribution / Participant Files Work-Based Learning

Name of Form	Original	Copy
AJL (Participant Information) Print Out	Participant File	
AJL Exit	Participant File	

WDD -24 Rights and Grievance Form	Participant File	
Participant Introduction Form (Youth Participant Handbook)	Participant File	Participant
Career Center Drug Policy	Participant	Participant File
E-Verify Information from Family Guidance Center of AL		Participant File
Individual Service Strategy	Participant File	
Orientation Form	Participant File	
Case Management Notes	Participant File	
First Report of Injury – Completed by Family Guidance Center of Alabama		WDD/AWIA
		Participant File
		Career Center
WDD-30 Participant Pay Authorization	Participant File	
WDD-31 Authorized Signature Form	Career Center	Career Center Facility
WDD Attendance and Time Sheet	Career Center	Worksite
WDD-40 Workforce Development Facility I.D.	Career Center	
Worksite Agreement	Career Center	Worksite
Work-Based Learning Participant Evaluation Form	Career Center	Participant
		Worksite

ATTACHMENT 7

70% Lower Living Standard Income Level Combined with Federal Poverty Level

**70% Lower Living Standard Income Level
Combined with Federal Poverty Level**

Metropolitan Areas

<u>Family Size</u>	<u>Income</u>
1.	\$11,170
2.	\$15,930
3.	\$21,821
4.	\$26,939
5.	\$31,795
6.	\$37,186

FOR EACH ADDITIONAL FAMILY MEMBER ABOVE 6 ADD \$5,391

Non-Metropolitan Areas

<u>Family Size</u>	<u>Income</u>
1.	\$11,170
2.	\$15,930
3.	\$20,149
4.	\$24,873
5.	\$29,353
6.	\$34,327
7.	

For each additional family member above 6 add \$4,974

METROPOLITAN AREAS INCLUDE: Autauga, Baldwin, Bibb, Blount, Calhoun, Chilton, Colbert, Elmore, Etowah, Geneva, Hale, Henry, Houston, Jefferson, Lauderdale, Lawrence, Lee, Limestone, Lowndes, Madison, Mobile, Montgomery, Morgan, Pickens, Russell, Shelby, St. Clair, Tuscaloosa and Walker.

NON-METRO AREAS INCLUDE: The other 38 counties.

***Revision effective 03/27/15 per Federal Register / Vol. 80, No. 59 (LLSIL) and Federal Register / Vol. 80, No. 14 (HHS Poverty Guidelines dated 01/22/15).**

ATTACHMENT 8

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Grievance and Complaint Procedures (WDD24)

**ALABAMA DEPARTMENT OF COMMERCE
WORKFORCE DEVELOPMENT DIVISION**

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) GRIEVANCE AND
COMPLAINT PROCEDURES**

The Workforce Innovation and Opportunity Act (WIOA) is a federal law that provides for state programs, services, and activities to increase job opportunities, the length of time people stay in jobs, and the amount of money working people earn. The Alabama Department of Commerce Workforce Development Division (ADC/WDD), receives money from the U.S. Department of Labor to provide WIOA programs, services, and activities. The ADC/WDD is a partner in the Alabama Workforce Investment System and in the Alabama Career Centers located throughout the State, except those in Jefferson and Mobile Counties.

Who may use these grievance and complaint procedures?

These grievance and complaint procedures apply to WIOA programs, services, and activities in the Alabama Workforce Investment Area (all Alabama counties except Jefferson and Mobile) and Statewide programs, services, and activities run or paid for directly by the ADC/WDD. The procedures may be used by any person who believes the Workforce Innovation and Opportunity Act, or any rules or agreements under the WIOA, have been violated (not obeyed) in any ADC/ WDD WIOA program or activity.

How much time do I have to file a grievance or complaint?

Discrimination complaints must be filed within 180 days (within about six months) of the date you believe the discrimination happened. Other WIOA grievances and complaints about programs and activities must be filed within one (1) year of the date you believe a violation happened.

How do I file a grievance or complaint?

If your complaint is about a WIOA program or activity, but you are not claiming discrimination, first discuss the grievance or complaint with your supervisor, a counselor at a training location, a human resources or personnel manager where you work, or a person who is responsible for helping people with complaints in the Career Center where you received services to try to settle the complaint locally. If your complaint is not settled in a way that satisfies you within ten (10) days, you may send a written complaint within five (5) days (after the 10 days are over) to Ms. Lillian Patterson, Equal Opportunity/Grievance Officer; Alabama Department of Commerce; Workforce Development Division; 401 Adams Avenue; PO Box 5690; Montgomery, Alabama 36103-5690. Include your name, address, telephone number, and the name and address of the person(s) you believe did something wrong.

An investigation may be conducted, a hearing may be held, or other action may be taken by the WDD to settle the complaint within sixty (60) days. If you are complaining about a program or activity of the Alabama Workforce Investment Area and you do not get a decision about your complaint within sixty (60) days, or if you are not satisfied with the decision, you may appeal by writing to Mr. Steve Walkley, Director, at the same address as the Equal Opportunity/Grievance Officer (see above) within ten (10) days after you either get the decision or should have gotten the decision.

If you are complaining of labor standards violations (e.g., An employer disobeyed a law or rule about working conditions, wages and benefits, health and safety standards), and you and the employer you are complaining about are covered by a collective bargaining agreement (i.e., an agreement between an employer and a union about wage rates, hours of labor and working conditions), you may choose to file your grievance through what is called a *binding arbitration procedure*. Contact your supervisor, personnel manager, or union representative for information about whether this applies to you and the steps you should follow.

(Over)

Equal Opportunity is the Law

It is against the law for the Alabama Department of Commerce, Workforce Development Division or any person, agency, organization, employer, or training provider who/that receives WIOA money from the ADC/ WDD to discriminate against any person in the United States on the basis of race, color, religion, sex, national origin, age, disability, political relationship or belief; and against any person who benefits from a WIOA program because of the person's citizenship, because the person is a legal immigrant, or because the person is a WIOA participant.

The ADC/WDD and agencies, organizations, employers, and training providers that receive WIOA money

must not discriminate in any of the following ways:

- Deciding who will be admitted or have access to a WIOA program or activity;
- Providing opportunities or treatment in a WIOA program or activity; or
- Making employment (job) decisions related to a WIOA program or activity.

If you think someone discriminated against you because of your race, color, religion, sex, national origin, age, disability, political relationships or beliefs; or, if you are a WIOA participant and you think someone discriminated against you because of your citizenship, because you are a legal immigrant, or because you participate in a WIOA program, you may file a complaint within 180 days of the date you think the discrimination happened with either Ms. Lillian Patterson, Equal Opportunity/Grievance Officer, at the same address given above or the Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, D.C. 20210.

If you file your complaint with the Equal Opportunity/Grievance Officer at the ADC/WDD, you must wait either until the ADC/WDD issues a written *Notice of Final Action*, or until 90 days have passed (whichever comes first) before filing with the Civil Rights Center (see address above).

If the ADC/WDD does not give you a written *Notice of Final Action* within 90 days after you file your complaint, you do not have to wait for the ADC/WDD to issue the *Notice* before filing a complaint with the CRC. But you must file your CRC complaint within 30 days after the 90-day deadline (in other words, within 120 days after the day you filed your complaint with the ADC/WDD).

If the ADC/WDD gives you a written *Notice of Final Action* on your complaint, but you are dissatisfied with the decision or result, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date you received the *Notice of Final Action*.

G r i e v a n c e a n d c o m p l a i n t p r o c e d u r e s w e r e e x p l a i n e d t o m e b y :

_____ Employee's Name

Title	Agency	Date
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_____ Applicant's/Registrant's/Participant's Signature