



# Montana Department of LABOR & INDUSTRY

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2 **Division: Workforce Services Division**  
3 **Category: WIOA**  
4 **Effective Date: 03/21/2018**  
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6 **Policy No.: 03-18**

## 7 Work Experience (WEX) Policy

8 **Background:** Work Experience is a planned, structured learning experience that takes place in a worksite for  
9 a limited period that is based upon the needs of the client. A work experience worksite may be in the private for-  
10 profit sector, the non-profit sector or the public sector. WEX is an authorized career services activity.

11 **Scope:** This policy applies to all service providers operating WIOA Title I Adult, Dislocated Worker and/or Youth,  
12 WIOA Title I Adult, Dislocated and Youth program manager(s), WIOA fiscal officers and the WIOA monitoring  
13 team. This policy is effective March 21, 2018.

### 14 **Policy:**

#### 15 **Adult and Dislocated Worker WEX:**

- 16 • WEX may be full-time or part-time depending upon the needs of the client.
- 17 • WEX shall be designed to enhance the employability of individuals through the development of good  
18 work habits and basic work skills.
- 19 • WEX shall be limited to persons needing assistance in becoming accustomed to basic work  
20 requirements, including basic work skills, or those needing to explore new career options due to recent  
21 layoffs or declining job growth in their current or most recent employment.
- 22 • The service provider is considered the employer in cases where the service provider pays the client's  
23 wages along with necessary taxes and workers' compensation costs. If the worksite employer pays the  
24 client's wages along with necessary taxes and workers' compensation costs, the worksite employer is  
25 reimbursed by the service provider through an invoice process.

#### 26 **Employment Law & WEX Requirements:**

- 27 • Because an employer/employee relationship is established, WEX placements must:
  - 28 ○ Comply with the Fair Labor Standards Act regarding wages paid, hours worked and child labor  
29 regulations;
  - 30 ○ Complete an I-9 in accordance with the Immigration Reform and Control Act;
  - 31 ○ Provide Workers' Compensation coverage;
  - 32 ○ Withhold Social Security, Federal Income and Montana State Income taxes.
- 33 • Montana state law excludes work-training programs such as WIOA WEX from the definition of  
34 employment for purposes of unemployment insurance compensation (UI). Therefore, WEX wages are not  
35 subject to payment of UI taxes by the business and WEX clients do not earn wage credits during their  
36 participation.

1 *Client Wages, Benefits, Hours of Worker and Duration of Assignment:*

- 2 • WEX clients shall be paid an hourly wage for hours worked which may be in ¼ hour increments. Wages  
3 are considered a work-training or educational allowance.
- 4 • Each client will receive a wage based on:
  - 5 ○ Applicable federal and state minimum wage; or
  - 6 ○ The same rates as trainees or employees who are in similar occupations, and who have similar  
7 training, experience and skills within that worksite, whichever is higher.
- 8 • WEX wages are subject to withholding for Social Security, Federal Income Tax, and Montana State  
9 Income Tax. Therefore, clients must complete a W-4 and the business must issue a W-2. Transportation  
10 and/or supportive services, if paid, are over and above wages and are not subject to tax deduction.
- 11 • Providers are to ensure each WEX client is covered by Workers' Compensation Insurance.
- 12 • WEX clients must be provided with the same level of benefits and working conditions as the other  
13 employees working the similar type of work and length of time. Clients may work part-time or full-time in  
14 a WEX depending on the service provider funding. Full-time participation is defined as working 32-40  
15 hours per week, not to exceed 40 hours per week. Neither overtime work nor overtime pay is allowable.
- 16 • WEX is intended to be short term training. The length of the WEX assignment is to be based on the  
17 needs of the client and purpose of placing that client in a WEX. Factors such as prior work experience  
18 and occupational interests should be taken into consideration. A WEX assignment should not exceed  
19 600 hours and may be shorter depending upon the client. Providers wishing to establish or extend a  
20 WEX more than the 600-hour duration must receive prior approval from the Program Manager.

21 *Worksite Supervision:*

- 22 • Service providers must visit clients and their supervisors at their worksites on a bi-weekly basis to assist  
23 in job-related or personal counseling and job coaching. The performance and progress of the client is to  
24 be monitored on a regular basis to determine if continued participation, transfer to another activity,  
25 placement in unsubsidized employment or other action is most appropriate.

26 *Required WEX Documents:*

- 27 • When the service provider is considered the employer (Standard WEX) a Memorandum of Agreement  
28 (MOA) [WIOA.21](#) ,Training Summary [WIOA.21F](#) and Work Experience Wage Subsidy Agreement [WIOA.21C](#)  
29 must be completed prior to the placement of clients at a worksite. Only one agreement per worksite is  
30 required per program year; slots are open entry/open exit and can be refilled as clients are transferred  
31 to other activities.
- 32 • When the worksite is considered as the employer (Alternative WEX) a Memorandum of Agreement  
33 (MOA) [WIOA.21](#) and Training Summary [WIOA.21F](#) must be completed prior to the placement of clients at  
34 a worksite. WEX Wage Subsidy situations are specific to an individual client, so new paperwork must be  
35 completed with each client placement. Reimbursement to the worksite employer will be done using the  
36 Work Experience Wage Subsidy Invoice [WIOA.21D](#).
- 37 • The provider's copy of the appropriate WEX documents must be kept together in the provider's office  
38 with a copy in each client's file.

39 *Union Concurrence:*

- 40 • Following an informal consultation with the appropriate labor organization, the Union Concurrence Form  
41 [WIOA.21B](#) shall be completed for each agreement where a collective bargaining agreement is in place  
42 for each client. A copy of the Union Concurrence Form must be kept with each MOA whether or not a  
43 collective bargaining agreement exists. A note on the Union Concurrent Form such as N/A is sufficient  
44 when there is no collective bargaining agreement. The Union Concurrent Form must have the signature  
45 of the worksite authorized signatory regardless of whether or not there is a collective bargaining  
46 agreement in place.

1 *Training Summary:*

- 2 • A training summary must be completed for each job that will be performed at a worksite. The original  
3 training summary must be attached to the worksite MOA and a copy placed in each of the client's file  
4 updated with the appropriate timesheets for that placement.
- 5 • One training summary may be used and attached to the MOA if several clients are placed in the same  
6 occupation (using the same O-NET Code) on a worksite. Additional sheets to list the clients may be  
7 attached to the Training Summary.
- 8 • The Training Summary must be completed by identifying the:
  - 9 ○ client and business (worksite);
  - 10 ○ supervisor(s) that are authorized to sign timesheets and a phone number;
  - 11 ○ occupation and the O-NET Code;
  - 12 ○ wage per hour and hours of work per week;
  - 13 ○ WEX start and end dates (not estimated but actual end date);
  - 14 ○ list of the skills, duties and tasks for which the client will receive training;
  - 15 ○ check yes or no for initial skills; and
  - 16 ○ actual training hours.

17 *Timesheets:*

- 18 • All clients on a WEX must complete a Time sheet [WIOA.21G](#) at the end of the scheduled work period.  
19 The job duties and tasks performed must be completed on the WIOA Adult Work Experience Time sheet  
20 for each day worked and must tie to the work elements, duties and tasks listed on the WIOA Adult  
21 Training Summary. Time sheets must:
  - 22 ○ be completed with pay period dates, dates and hours worked, and duties documented;
  - 23 ○ be signed and dated by both the client and the supervisor;
  - 24 ○ have the supervisor complete the evaluation section; and
  - 25 ○ have the individual signing as the supervisor listed on the Training Summary as authorized to  
26 sign time sheets.

27 *MWorks Documentation:*

- 28 • Case note WEX details including:
  - 29 ○ How the worksite was determined;
  - 30 ○ Worksite information (worksite supervisor); and
  - 31 ○ Expected duration of the WEX.
- 32 • Enter the name of the worksite in the WEX service task feature;
- 33 • Set up individual payment authorization for each pay period. Payment authorizations must be able to be  
34 tied back to the time sheets in the client's file. To do this, the pay period dates or end date and hours  
35 worked for the pay period must be documented on all payment authorizations.
  - 36 ○ The only time pay periods should be combined on a single payment authorization is when time  
37 sheets are not submitted timely and the individual will not receive payment for the time sheet  
38 until the end of the next pay period. In those instances, document this clearly on the payment  
39 authorization.

40 *Youth WEX:*

- 41 • Work Experiences (WEX) may serve as a stepping-stone to unsubsidized employment and is an  
42 important step in the process of developing a career pathway for youth. WEX is designed to enable  
43 youth to gain exposure to the working world and its requirements; help youth acquire the personal  
44 attributes, knowledge, and skills needed to obtain a job and advance in employment. WEX can be paid  
45 or unpaid and may take place in private for profit, non-profit or public sectors.
- 46 • Local youth programs must expend not less than 20 percent of funds allocated to them to provide in-  
47 school and out-of-school youth with paid and unpaid work experience. This includes wages and staff  
48 costs for the development and management of the WEX.

- 1 • WEX must include academic and occupational education. The education component may occur  
2 concurrently or sequentially to the WEX.
- 3 • WEX requires integrated education and training to occur concurrently and contextually with workforce  
4 preparation activities and workforce training for a specific occupation or occupational cluster for  
5 educational and career advancement. Youth clients are not required to master basic academic skills  
6 before moving on to learning career specific technical skills.
- 7 • WEX placements must:
- 8 ○ Comply with the Fair Labor Standards Act regarding wages paid, hours worked and child labor  
9 regulation;
  - 10 ○ Complete an I-9 in accordance with the Immigration Reform and Control Act;
  - 11 ○ Provide Workers' Compensation coverage; and
  - 12 ○ Withhold Social Security, Federal Income and Montana State Income taxes.
- 13 • Youth that have been in a paid WEX may not claim unemployment insurance. Montana state law  
14 excludes work-training programs such as WIOA WEX from the definition of employment for purposes of  
15 unemployment insurance (UI) compensation. Therefore, WEX wages are not subject to payment of UI  
16 taxes by the business and WEX clients do not earn wage credits during their participation.
- 17 • WEX clients shall be paid an hourly wage for hours worked which may be in ¼-hour increments. Wages  
18 are a work-training or educational allowance. Each client will receive a wage based on:
- 19 ○ Applicable federal and state minimum wage; or
  - 20 ○ At the same rates as trainees or employees who are in similar occupations, and who have  
21 similar training, experience and skills within that worksite, whichever is higher.
  - 22 ○ Providers are not restricted to paying minimum wage for a youth WEX and may pay the youth a  
23 higher wage based on wages in the community and are commensurate with other employees at  
24 the worksite doing the same job but not more than the other employees doing the same job.
- 25 • Clients must complete a W-4 and the business must issue a W-2. Transportation and/or supportive  
26 services, if paid are over and above wages and are not subject to tax deduction.
- 27 • Providers are to ensure that each WEX client is covered by Workers' Compensation Insurance.
- 28 • WEX clients must be provided with the same level of benefits and working conditions as the other  
29 employees working the similar type of work and length of time. Clients may work part-time or full-time in  
30 a WEX depending on the service provider funding. Full-time participation is defined as working 32-40  
31 hours per week, not to exceed 40 hours per week. Neither overtime work nor overtime pay is allowable.  
32 Child labor laws must be observed when scheduling work hours for youth under 18 years of age.
- 33 • The length of the WEX assignment is to be based on the needs of the client and purpose of placing that  
34 client in a WEX.
- 35 • A Memorandum of Agreement (MOA) [MOA \(WIOA.22\)](#) and Training Summary [WIOA. 22.c](#) must be  
36 completed prior to the placement of clients at a worksite.
- 37 • WEX agreements shall be set up annually to coincide with the program year start and end (e.g. July 1,  
38 2017 to June 30, 2018). There only needs to be one agreement per worksite to cover all clients placed  
39 there. There may be multiple summaries tied to a worksite based on job titles.
- 40 • Following an informal consultation with the appropriate labor organization, the Union Concurrence Form  
41 [\(WIOA.22b\)](#) must be completed for each agreement where a collective bargaining agreement covers the  
42 occupation the client(s) are to be placed in. A signed copy of the Union Concurrence Form must be kept  
43 with each MOA whether or not a collective bargaining agreement exists. A note on the Union  
44 Concurrence form such as N/A is sufficient when there is no collective bargaining agreement.
- 45 • Training Summary [WIOA. 22.c](#) must be fully completed for each job that will be performed at a worksite.
- 46 • All clients on a WEX must fully complete a timesheet at the end of the scheduled work period. Each  
47 agency may use their own timesheet if it has all of the required criteria on them or use this timesheet  
48 [\(WIOA 22.d\)](#). The job duties and tasks that the client performed must be completed on the WIOA WEX  
49 timesheet for each day worked and must tie to the work elements, duties and tasks listed on the WIOA  
50 Training Summary.

- 1           ○ Timesheets must be completed with pay period dates, dates and hours worked, and duties
- 2           documented;
- 3           ○ Timesheets must be signed and dated by both the client and the supervisor;
- 4           ○ The supervisor must complete the evaluation section of the timesheet; and
- 5           ○ The individual signing as the supervisor must be listed on the Training Summary as authorized
- 6           to sign time sheets.
- 7           ● MWorks must:
  - 8           ○ Contain case note WEX details including: how the worksite was determined, worksite
  - 9           information, youth's supervisor and expected duration of the WEX;
  - 10          ○ List the name of the worksite in the WEX Service task feature; and
  - 11          ○ Set up individual payment authorizations for each pay period. Payment authorizations must link
  - 12          to the timesheets in the client's file. The pay period dates or end date and hours worked for that
  - 13          pay period must be documented on all payment authorizations. The only time multiple pay
  - 14          periods may be combined on a single payment authorization is when timesheets are not
  - 15          submitted timely and the individual will not receive payment for the timesheet until the end of
  - 16          the next pay period. Document this clearly on the payment authorization.

17 **Administrative Requirements:**

- 18           ● The WIOA Title I program manager(s) shall provide technical assistance to case managers.

19 **Monitoring and Evaluation:**

- 20           ● A formal monitoring will be conducted on an annual basis by the entity designated by SWIB.

21 **References:**

- 22           ● [MCA 39-51-204 1m - Montana UI WEX exclusion](#)
- 23           ● [WIOA Section 181 \(a\)\(1\)\(A\) WEX Wage Rate](#)