



Hidalgo County Head Start Program

Policy Council Regular Meeting

DATE: November 20, 2019

SUBJECT: Discussion/Approval for Hidalgo County Head Start Program to Enter into an Agreement with Texas Workforce Solutions to Implement the Work Experience/Subsidized Employment Program

RATIONALE/NEED: The implementation of the Work Experience/ Subsidized Employment Program will provide for Workforce Solutions clients with on the job training, role modeling and career guidance at designated Head Start Program operations. This will help to provide for gainful employment opportunities for participants and provide for a trained workforce for the Hidalgo County Head Start Program.

RECOMMENDATION: Administration recommends approval.

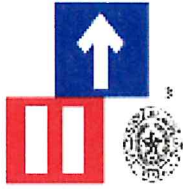
COST: \$0

RELATED INFORMATION INCLUDES: N/A

INITATED BY: David Guel, Administrator for Human Resources *David Guel*


REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: *Teresa Flores*



**Hidalgo County Head Start Program
P.O. Box 0117**

Tel.: (956) 383-0706 Fax.: (956) 380-4133

To: Teresa Flores, Executive Director
From: David Guel, Administrator for Human Resources 
Re: Workforce Solutions – Work Experience/Subsidized Employment
Date: November 4, 2019

Workforce Solutions Business Solutions Representative, Robert Mora, has extended an opportunity for Head Start Program to partner with Workforce Solutions to implement their **Work Experience/Subsidized Employment Program**. Both Mr. Edmundo Garcia and I have held meetings with Mr. Mora to gain an understanding of this program's purpose and the criteria for participating in this partnership.

Essentially, this program will provide Workforce Solutions clients an opportunity to “gain valuable work experience that will help define their long-term career and educational goals.” The selection of Workforce clients is based on their expressed field interests and there will not be any monetary expense to Head Start during the contract period.

Our program would serve the client in providing on the job training, at work role modeling and guidance about the work place and their chosen career. Their participation will provide for gainful employment experiences and could potentially provide for a better trained workforce pool for Head Start.

Attached is the Workforce Solutions Work Experience/Subsidized Employment Agreement for consideration and approval. Mr. Mora is available to help answer any questions we may have regarding this partnership agreement.

Your consideration and approval are requested to initiate and implement the Workforce Solutions – Work Experience/Subsidized Employment Program.



Workforce Solutions Work Experience/Subsidized Employment Agreement

Workforce Solutions
3101 W Business 83
McAllen, Texas 78501
(956) 928-5000

EQUAL OPPORTUNITY IS THE LAW

Lower Rio Grande Valley Workforce Development Board
dba Workforce Solutions is an equal opportunity employer/program and
auxiliary aids and services are available upon request to include individuals with disabilities. TTY/TDD via
RELAY Texas service at 711 or (TDD) 1-800-735-2989/1-800-735-2988 (voice).



Dear Employer:

Welcome and thank you for your participation in the Workforce Solutions Work Experience/Subsidized Employment Program! Your commitment will enable our customers to gain valuable work experience that will help define their long-term career and educational goals. Placement at your site will provide our customers with the opportunity to explore career possibilities in expressed fields of interest, while providing you the opportunity to observe their potential at no monetary expense to your business during the contract period.

As a work experience site, you will be providing training, leadership, role modeling, guidance about the work place and career exploration. We appreciate that you have agreed to be part of our Program and we acknowledge the potential that this partnership promises to build within our community. You are helping to contribute to our goal of further developing personal and professional strengths within the future employees of the Lower Rio Grande Valley.

We are hopeful that this partnership will be a lasting one so a member of our staff will be acting as a worksite facilitator to answer any questions or address any concerns that you might have regarding our customers.

We are confident that this partnership will be a positive and rewarding experience for everyone involved. Thank you for supporting our vision and please do not hesitate to contact your worksite facilitator should you have any questions or need any assistance.

Sincerely,

Robert Mora

Workforce Solutions
Business Solutions Representative

**WORKFORCE SOLUTIONS
WORK EXPERIENCE/SUBSIDIZED EMPLOYMENT
AGREEMENT**

I. Parties to the Agreement

**Workforce Solutions
3101 W Business 83
McAllen, Texas 78501
(956) 928-5000**

Contact Person: Robert Mora /Business Solutions Representative

Work Experience Site:

Address:

City:

State:

Zip:

Phone:

Assigned Work Experience Site Supervisor's Name:

Effective date of Contract:

This agreement is made between Workforce Solutions authorized agent, and _____ here after, referred to as "employer", for Work Experience/Subsidized Employment participation under the Workforce Investment Act & Personal Responsibility Act and/or the TANF Emergency Contingency Fund.

|

For Office Use Only:

Industry: _____

Youth Contract #: _____

Adult Contract #: _____

II. Purpose of the Program

The purpose of the Workforce Solutions Work Experience/Subsidized Employment activity is to provide opportunities to customers with limited or no work experience and effective comprehensive services that improve leadership abilities and provide customers with exposure to the world of work, these services will improve employability of customers to ensure self-sufficiency is achieved.

This program serves Youth (ages 16 to 24) and Adults (ages 18 and older). Wages are paid by Workforce Solutions (except as stated under IX.1). The work experience site is not required to retain the customer upon completion of the program, but employment opportunities are encouraged.

III. Work Experience Site Conditions and Requirements

The following responsibilities are made a part of this agreement.

1. Work Experience Site's assigned supervisor(s) must go through a supervisor's orientation.
2. Submit a written job description/expected performance (will become part of agreement).
3. Provide supervision (and if required), safety training, supplies and equipment to perform the work.
4. Accurately report work hours using the Youth/Adult Work Experience Payroll Timesheet.
5. Evaluate each customer's performance.
6. Contact Workforce Solutions contact person when customer or training related problems occur.
7. Notify Workforce Solutions if or when change in supervision occurs.
8. A Work Experience Site:

May not displace a current employee to replace with a Work Experience/Subsidized Employment customer (including partial displacement such as reduction in the hours or overtime work, wages, or employment benefits).

May not assign customers to perform work that: a.) engages in political patronage, lobbying or other political activities; b.) are of a religious or anti-religious organization; or c.) partake in any tasks not allowed under Child Labor Laws.

Must comply with the Non-Traditional Employment Act of 1991.

May not compromise existing contracts for services or collective bargaining agreement, and the Work Experience/Subsidized Employment customer may not be inconsistent with the terms of any collective bargaining agreement without the written concurrence of the labor organization.

Shall not use a customer to fill a job opening (1) when another individual is on layoff from the same or substantially equivalent job, or (2) when the work experience site has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by utilizing Work Experience/Subsidized Employment whose wages are subsidized at current minimum wage level.

No work experience site officer or employee will allow the placement of a member of his/her immediate family under his/her supervision. Immediate family includes: wife, husband, mother, father, brother, sister, son, daughter, brother-in-law, sister-in-law, aunt, uncle, cousin, nephew, niece, step-parent or step-child.

May not create jobs for customer in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

A Work Experience/Subsidized Employment customer will not be denied training or other job opportunities and benefits because of race, color, sex, national origin, disability, political affiliation or beliefs, or age.

Shall comply with the Americans with Disabilities Act (ADA), and the Drug Free Work Place Act.

A Work Experience/Subsidized Employment customer shall not participate in activities that occur in a casino or other gambling establishments, aquarium, zoo, golf course, or swimming pool.

V. Workforce Solutions' Responsibilities

Workforce Solutions will:

1. Provide group or individual orientation to work experience site's assigned supervisor(s), prior to the assignment of a customer.
2. Provide customer compensation for hours worked (refer to section IX of this agreement)
3. Provide coverage under Texas Liability Insurance
4. Determine accomplishments to be achieved by customer, in coordination with worksite
5. Conduct a survey for compliance with the ADA.
6. Assign a single point of contact assigned to this agreement for questions/concerns.

VI. Termination of Customer

Customer(s) must adhere to Work Experience Site's personnel policies. A work experience site can request that a customer be terminated, for just cause, at any time. Workforce Solutions is available at all times should problems arise, and will attempt to resolve the problem to the worksite's satisfaction.

VII. Accidents (Liability Insurance)

Workforce Solutions covers the customer's worker's liability insurance in the event an accident occurs on the work experience site. In case of an accident, the worksite must ensure medical services are rendered immediately and notify emergency contact persons. Worksite must also notify Workforce Solutions and Unique HR Risk Management Department (800) 824-8367 within 24 hours of any accident. After hours or on weekends, call (361) 877-3357.

VIII. Customer Evaluations

Workforce Solutions and work experience site supervisor will conduct a joint evaluation of customer's performance every ninety days while enrolled in the program.

PROCEDURES FOR EVALUATION:

1. The same supervisor must evaluate the customer throughout the work experience period, unless a change in supervisors occurs and is documented.
2. Customer must remain performing the same work throughout the evaluation period.

3. A final evaluation must be completed for each participant at the conclusion of their employment experience.

IX. Monitoring Activities

Workforce Solutions will monitor worksite for:

1. Procedures and/or controls to record and maintain accurate time and attendance records.
2. Completed evaluations.
3. General work conditions (safety, sanitary, etc.).
4. Supervisor to customer ratio (if applicable) and presence of supervision.
5. Status of worksite as an equal employment opportunity employer, and compliance with ADA.

X. Customer Compensation

1. Workforce Solutions does not pay overtime and Holiday hours for customers.
2. Customers will be compensated in accordance with the Fair Labor Standards Act.

XI. Other

1. All forms incorporated herein by reference shall be construed as part of this agreement.
2. Workforce Solutions reserves the right to remove customers from the worksite(s) if any EEOC violations occur.

Termination of Agreement

This agreement is in effect, when the signatures of duly authorized representatives of the Work Experience Site Provider and Workforce Solutions are affixed, and shall be in force until terminated in writing by either party.

Work Experience Site Authorized Signature/Date

Workforce Solutions Authorized Signature/Date

Authorized Representative
(Type/Print Name/Title)

Robert Mora / Business Solutions Representative
Authorized Representative
(Type/Print Name/Title)

Workforce Solutions

WORK EXPERIENCE/SUBSIDIZED EMPLOYMENT TRAINING SUPERVISOR ORIENTATION

Work Experience/Subsidized Employment is a training and work experience opportunity involving placement of a Workforce Solutions program participant in a subsidized position with designated hours, tasks and staff supervision. The purpose of Work Experience/Subsidized Employment training is to improve the employability of a participant who has been unable to secure employment due to their limited work history, skills or education. Work Experience/Subsidized Employment training provides an actual “hands on” training and employment experience relevant to the participant’s employment goals. In addition to learning about specific job skills, participants also gain experience as an “employee” and learn about work place expectations and behaviors. The goal of the Work Experience/Subsidized Employment training is to provide the participant an opportunity to acquire marketable work skills and training, which they can utilize to secure unsubsidized employment.

As a work experience site supervisor, your objective is to provide meaningful training and work experiences that will increase skills, instill work ethics, encourage responsibility and expand the knowledge of the world of work for the participant.

As a work experience site supervisor, you will be expected to be a positive mentor and role model who encourage the participant to succeed in this training opportunity. The partnership of the supervising team will determine the degree of success for this program, its participants, the community and our future workforce. The information listed below has been included in the work experience site supervisor orientation.

- The review and understanding of the Work Experience/Subsidized Employment Training Agreement and all required forms for placement;
- Work Experience Site Supervisor responsibilities and understanding of EEO Laws, grievance procedures and injury reporting procedures; and
- The telephone number of Business Service Consultant/Career Counselor and emergency telephone number for accident reporting.

I have attended the Work Experience Site supervisor orientation for the Work Experience Training Program and accept the responsibilities and objectives of the program. I further understand that the placement of a person in subsidized work experience cannot occur until a Placement Authorization Form has been signed and delivered with other required documentation as noted in the Work Experience/Subsidized Employment Agreement.

Training Worksite Supervisor’s Signature

Date

Alternate Supervisor’s Signature

Date

Business Solutions Representative’s Signature

Date

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Lower Rio Grande Valley Workforce Development Board dba Workforce Solutions is equal
opportunity employer/program and auxiliary aids and services are available upon request to include
individuals with disabilities. TTY/TDD via RELAY Texas service at 711 or (TDD) 1-800-735-2989/1-
800-735-2988 (voice). www.wfsolutions.org



Workforce Solutions Lower Rio Grande Valley

Work Experience Program

SUPERVISOR

Handbook

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Purpose of the Work Experience Program

Workforce Solutions/Lower Rio is a not-for-profit corporation dedicated to delivering publicly-funded training and employment services leading to the economic prosperity of our communities of Hidalgo, Starr, and Willacy counties,

The primary goal of Workforce Solutions / Lower Rio is to respond to the needs of employers and job seekers by providing the resources needed to succeed in an ever-changing world. All employers are encouraged to take advantage of a multitude of services at no cost to them.

Workforce Solutions/Lower Rio offers Work Experience Training opportunities to many individuals at different stages in their connection to the workforce. Some individuals are being exposed to the workplace for the first time; some are pursuing a new career path, while others may need to overcome obstacles that are hindering their employment success.

Work Experience Training is provided to eligible participants for the purpose of obtaining employment basic skills training specific to the following learning opportunities:

- Attendance and Punctuality
- Quality of Work
- Learning to Follow Instructions
- Learning How to Participate and Contribute to Working Relationships
- Dependability
- Personal Behavior
- Personal Appearance

Please become familiar with the Program's Web Site www.workunique.com

Career Center Locations

Workforce Solutions has six Career Centers located throughout the tri-county region.



1. North Hidalgo County
2719 W. University Dr.
Edinburg, TX 78539
Tel: (956) 380-0008
Fax: (956) 316-2626

2. West Hidalgo County
901 Travis St. Ste. 7
Mission, TX 78572
Tel: (956) 519-4300
Fax: (956) 519-4388

3. South Hidalgo County
1100 E. Business 83
Pharr, TX 78577
Tel: (956) 702-0977
Fax: (956) 782-2909

4. Willacy County
700 FM 3168 Ste.3
Raymondville, TX 78580
Tel: (956) 689-3412
Fax: (956) 690-0285

5. Starr County
5408 Brand St. Ste.1
Rio Grande City,
TX 78582
Tel: (956) 487-9100
Fax: (956) 487-9190

6. East Hidalgo County
1600 N. Westgate,
Ste.400
Weslaco, TX 78596
Tel: (956) 969-6100
Fax: (956) 969-6190

7. Corporate Office
3101 W. Business 83
McAllen, TX 78501
Tel: (956) 928-5000
Fax: (956) 664-8987

***Workforce Solutions' Corporate Office and Career Centers are open Monday through Friday from 8:00am to 5:00pm, except on federal holidays.**

Supervisor's Responsibilities

1. **Please be familiar with and follow the terms of the “Work Site Agreement”.**
 - a. Participants must have Supervision at all times.
2. **Please provide Alternate Supervisors with “Supervisor Orientation”.**
 - a. For assistance, contact the Participant's Career Counselor.
3. **Please place the “Supervisor's Handbook” in a common location.**
 - a. A location that is known and accessible to All Work Site Supervisors.
4. **Complete the Pre/Post Program Evaluation for Youth Work Experience.**
 - a. Pre-Program Evaluation must be completed the first (1st) week on the job.
 - b. Post-Program Evaluation must be conducted upon completion of the Work Experience program.
5. **Please provide an Appropriate and Safe Work Assignment.**
 - a. Inform the Participant of your expectations.
 - Explain Work Site Policies and Procedures.
 - Rules infractions will be immediately addressed.
 - b. Share with the Participant the Value of the Work to be performed.
 - c. Instruct the Participant on Safe Working Habits.
 - d. Issue the necessary Equipment and Materials for the Assignment.
6. **Please assist the Participant with acquiring basic work competencies.**
 - a. Attendance and Punctuality.
 - b. Quality of Work.
 - c. Learning to Follow Instructions.
 - d. Learning How to Participate and Contribute to Working Relationships
 - e. Dependability.
 - f. Personal Behavior.
 - g. Personal Appearance.

Supervisor's Responsibilities (continued)

7. **Please ensure that the “HSWY PAYROLL TIMESHEET” is completed.**
 - a. Each workweek begins on Saturday and ends on Friday. At the end of each pay period, every participant must complete a timesheet completely and accurately. Required information for a “completed” timesheet includes:
 - Name (as it appears on the participant's social security card).
 - Social Security Number (Last 4 digits).
 - Worksite Company Name.
 - Supervisor name and Supervisor phone number.
 - All dates and hours worked during the pay period with accurate totals in the appropriate blanks.
 - Performance Evaluation completed by the Supervisor.
 - As appropriate, Remarks completed by the Supervisor.
 - Two Signatures with Date: Participant and Date and Supervisor and Date.

8. **Immediately Contact the Participant's Career Counselor to address:**
 - a. Participant's Personal Problems or recurring Work-Related Problems.
 - b. To Report a “Work Related” Injury.

Pre and Post Evaluation for Youth Work Experience

The Pre Evaluation provides a starting “Bench Mark” measure for basic job skills, while the Post Evaluation provides a way to document the Participant’s participation in the Work Experience Training Program, and to measure basic job skills at completion of the Program.

The “Pre-Evaluation for Youth Work Experience” form must be completed during the first (1st) Week of the Work Assignment.

The “Post-Evaluation for Youth Work Experience” form must be completed during the last Week of the Work Assignment.

Please submit forms to the Participant’s Career Counselor.

Payroll Procedures

The Participant's HSWY Payroll Timesheet must be accurately completed. The timesheet will be utilized to calculate wages. It is the responsibility of the worksite Supervisor and the Participant to review and verify all information.

Should the timesheet be filled incorrectly, there will be a delay of the Participants compensation for time worked. Each Participant must be made aware of the standard deductions which are withdrawn from each payroll, such as FICA and Social Security.

Guidelines for completing an accurate HSWY Payroll Timesheet are as follows:

- Timesheets must be completed in blue or black ink.
- Timesheets must be completed without scratch outs and without whiteout correction fluid.
- Timesheets must have the Participant's correct Social Security number.
- Timesheets must have the Participant's correct legal full name.
- Timesheets must reflect the correct payroll period dates.
- Timesheets must reflect the correct "Less Lunch". In the "Less Lunch" field, the total time (i.e. 1 hour, 30 mins) taken for lunch must be indicated.
- Timesheets must reflect accurate time worked on a quarter hour basis (every 15 minutes). For example, if the Participant arrives to work five (5) minutes after any quarter hour begins (8:05 am), the Participant must sign in at the beginning of the next quarter hour (8:15 am).
- Participants must sign the HSWY Payroll Timesheet with their legal full name. No nicknames or initials will be accepted.
- All timesheets must be verified by the worksite Supervisor. The Supervisor will sign the verified timesheet with their official, full signature. No nicknames or initials will be accepted.



HSWY – PAYROLL TIMESHEET

| | |
|--|---|
| Name _____ <small>(Print)</small> | Social Security Number (Last 4 digits only) _____ |
| Worksite Company _____ <small>(Print)</small> | |
| Supervisor Name _____ <small>(Print)</small> | Supervisor Phone _____ <small>(Print)</small> |
| WE Contractor _____ <small>(Print)</small> | WE Contractor Phone _____ <small>(Print)</small> |

Payroll for the Week Ending on Friday the (Date) _____

| MM/DD | Saturday (/) | Sunday (/) | Monday (/) | Tuesday (/) | Wednesday (/) | Thursday (/) | Friday (/) | Total Work Hours |
|------------|-------------------|-----------------|-----------------|------------------|--------------------|-------------------|-----------------|------------------|
| Time IN | | | | | | | | |
| Time OUT | | | | | | | | |
| Less Lunch | | | | | | | | |
| TOTAL | | | | | | | | |

Payroll for the Week Ending on Friday the (Date) _____

| MM/DD | Saturday (/) | Sunday (/) | Monday (/) | Tuesday (/) | Wednesday (/) | Thursday (/) | Friday (/) | Total Work Hours |
|------------|-------------------|-----------------|-----------------|------------------|--------------------|-------------------|-----------------|------------------|
| Time IN | | | | | | | | |
| Time OUT | | | | | | | | |
| Less Lunch | | | | | | | | |
| TOTAL | | | | | | | | |

Grand Total Work Hours **(Both Weeks Combined)**

Performance Evaluation (To be completed by Worksite Supervisor)

| PERFORMANCE FACTORS | EXCELLENT | ABOVE AVERAGE | SATISFACTORY | NOT ACCEPTABLE |
|------------------------|-----------|---------------|--------------|----------------|
| Attendance/Punctuality | | | | |
| Quality of Work | | | | |
| Willingness to Learn | | | | |
| Follows Instructions | | | | |
| Working Relationships | | | | |
| Dependability | | | | |
| Personal Behavior | | | | |
| Personal Appearance | | | | |

Remarks: _____

Participant's Signature _____ Date _____

Supervisor's Signature _____ Date _____

DISTRIBUTION: Copy 1 – Payroll
Copy 2 - Participant

Program Quality Assurance Review

Why is there a Program Quality Assurance Review?

Program Quality Assurance activities extend beyond compliance. Quality Assurance aids in meeting program objectives, preventing audit exceptions, and improving systems for controlling program administration.

Periodic review of the Work Site is necessary to improve services provided to the Participant and to evaluate the quality of the Work Experience Training.

The Program Quality Assurance Review Process.

During the duration of the Participant's Work Experience Training, the Quality Assurance Representative may conduct a Work Site Review consisting of a physical visit and interviews with the Supervisor(s) and Participant(s)

A Work Site Review may be unannounced and will occur at least once during the Work Experience Training assignment.

The Quality Assurance Representative will request to speak with the Supervisor(s) and the Participant(s) to interview each party using a standardized Quality Assurance Questionnaire. In addition, the Quality Assurance Representative will review Time and Attendance Records, Medical Release Information, and observe Working Conditions and Environment.

Participant Termination Procedures

A Participant can be “Fired” from their Work Site and removed from the Work Site with “Just Cause”. Examples include, but are not limited to, the following:

- Unacceptable Attendance.
- Unacceptable Punctuality.
- Exhibiting Undisciplined Behavior.
- Dishonesty and/or Stealing.
- Breaking Work Site or Program Rules or Policies.

If the situation warrants, the Work Site Supervisor may remove a Participant from the Work Site and have the Career Counselor meet with the Participant for counseling. The Career Counselor will investigate the situation prior to taking any action.

The Supervisor has the authority to “Fire” a Participant from the Work Site.

Alcohol and Drug-Free Workplace Policy

Workforce Solutions Lower Rio Grande Valley, C2 Global Professional Services LLC, Unique HR and the Work Site will comply with the Drug-Free Workplace Act of 1988 and with applicable state law outlawing the use of alcohol, illegal inhalants and drugs in the workplace.

DRUG-FREE WORKPLACE ACT OF 1988 STATEMENT

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, alcohol and illegal inhalants are prohibited. In addition, specific action will be taken against any participant who reports to their job or who is under the influence of alcohol, illegal inhalants or drugs during the work day or who in any manner violates this policy.

PARTICIPANT REQUIREMENTS

1. As a condition of participation in the Youth/Adult Work Experience Program, I agree to abide by the terms of the Drug-Free Workplace Act of 1988 as well as the requirements of this policy.
2. I agree to notify the Unique HR of any criminal drug statute conviction(s) for a violation occurring in the workplace no later than five (5) days after such conviction.

DEFINITIONS

1. The term "drug-free workplace" means a site for the performance of work at which the participants are prohibited from utilizing or being under the influence of illegal inhalants, engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including alcohol, in accordance with the requirements of this policy.
2. The term "participant" means individuals engaged in the performance of work experience activities under the Youth/Adult Work Experience Program.
3. The term "controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substance Act (21 U.S.C. 812) and further defined in regulations 21 CFR 1308.11-1308.15.
4. The term "conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
5. The term "criminal drug statute" means a criminal statute involving manufacture, distribution, dispensation, use or possession of any controlled substance.

SANCTIONS AND REMEDIES

Any participant in violation of this policy may be terminated from the Youth/Adult Work Experience Program.

Nothing contained in this policy or any written verbal statements by any management or supervisory official shall be construed to alter the nature of the individual's responsibilities for participation in the Youth/Adult Work Experience Program. No person has the authority to waive or vary this understanding.

ALCOHOL AND DRUG TESTING POLICY

All participants are required to submit to drug testing by demand. What does "by demand" actually imply? You could be required to submit due to reasonable suspicion, or due to random testing. If you are tested and you test positive for drugs and/or alcohol, you will be counseled, and if you cannot provide medical proof from your doctor for the positive results, you may be terminated from the program.

If a Participant is injured while on the job, Unique HR will arrange for the Participant to be taken to a nearby facility to receive appropriate medical treatment as provided under the Texas Workers' Compensation Act. The Participant will be required to be tested for drugs and alcohol within 24 hours of the accident. If the Participant fails to adhere to this request, the Participant will be terminated from the program. If the Participant test positive for alcohol or drugs, their workers' compensation benefits may be terminated or reduced, based on Texas Workers' compensation Act, and the Participant will be terminated from the program

Harassment Policy

IT IS A MATTER OF RESPECT FOR ONE ANOTHER

Harassment Hotline: 1-800-824-8367

Workforce Solutions Lower Rio Grande Valley, C2 Global Professional Services LLC, Unique HR and the Work Site will not tolerate any kind of harassment in the workplace. Harassment in the workplace encompasses a broad range of behavior, including conduct that relates to a participant's gender, race, religion, color, national origin, age or disability. We seek to maintain a working environment in which every participant is treated with dignity and mutual respect. Harassment is inconsistent with this philosophy as it undermines participant morale, creates suspicion and hostility between co-workers, and interferes with productivity. We seek to provide a workplace free of verbal and physical harassment or intimidation of any kind. Harassment is a serious matter and is prohibited in the workplace by any person and in any form. We will promptly investigate alleged harassment and will take appropriate action

Sexual Harassment Defined

Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute harassment when one or more of the following apply:

- Submission to such conduct is made an explicit or implicit term or condition of a participant's work experience;
- Submission to or rejection of such conduct by a participant is used as a basis for training decisions affecting the participant;
- Such conduct unreasonably interferes with a participant's work performance or creates an intimidating, hostile or offensive working environment.

"Verbal or physical conduct" includes, but is not limited to: sexually-related comments; telling off-color jokes; commenting on physical attributes; sexually suggestive pictures, notes or signs; unseemly gestures or sounds; touching; use of demeaning or inappropriate terms or names; crude or offensive language; discussing sexual activity about or around others; engaging in hostile physical conduct; sabotaging a victims' work; granting job favors to those who participate in consensual sexual activity.

Sex-based Harassment Defined

Unwelcome comments or conduct directed towards an individual because of her/his sex (gender) or said about a particular sex (gender), which unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment may constitute sex-based harassment. In contrast to sexual harassment, these comments or conduct do not have to be of a sexual nature. Examples of sex-based harassment are:

- Repeatedly demeaning or criticizing an individual because of her/his sex (gender), e.g., comments such as "you're a woman (or man) what do you know" or "we'd be better off if women would just stay home and mind the kids."
- Repeated comments, although not directly made to a particular individual, that demean or criticize members of that sex (gender) e.g. "women/men are so stupid they can't get anything right."
- Threatening or intimidating an individual because of their sex (gender) through the use of hostile or threatening words and/or behavior.

Religious, Racial, National Origin, Age and Disability Harassment Defined

Derogatory slurs and other verbal or physical conduct relating to an individual's religion, race, national origin, age or disability constitute harassment when this conduct:

- Has the purpose or effect of creating an intimidating, hostile or offensive work environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Otherwise adversely affect an individual's work experience opportunities.

RETTALIATION

We strictly prohibit retaliation against a participant for filing a complaint or for assisting in an investigation, even if the investigation does not find that the alleged harassment occurred. Examples of retaliation include, but are not limited to: changes in terms and conditions of training, sabotaging work, and talking negatively about the participant to others.

COMPLAINT PROCEDURE

Any participant who believes that he/she has been harassed should report the conduct in question as soon as possible. The report or complaint should be made to the participant's supervisor or the supervisor's supervisor as well as any member of management if the complaint involves the participant's supervisor and call Unique's Harassment HOT LINE at 1-800-824-8367

Other Services

For Forms, Time Sheet, Workers' Compensation Certificate, Reporting On-The-Job Injury, answers to Frequently Asked Questions, and Contact Information, Please become familiar with the Program's Web Site www.workunique.com

Employment Verification Requests

Occasionally, participants will require Employment Verifications. Requests can be faxed to Unique HR at (972) 725-9305. Requests will be completed within three business days of receipt

Witness Statement

Employee's Name: _____

Client Company: _____

Date of Injury: _____

Witness Information

Witness Name: _____

Physical Address: _____

Home Telephone: _____ Alternate Telephone: _____

The accident occurred on: Month: _____ Day: _____, Year: _____

at (approximate time): _____ AM/PM.

I, (witness name) _____ was (location when accident occurred)

_____.

This is what occurred: _____

Other Comments: _____

Signature: _____ Date: _____

Employee's First Report of Injury

The UniqueHR Claims Department has been notified of a work related injury. In order to accurately process your claim, please legibly complete all sections of this form. Attach additional sheets if necessary.

Employee Name: _____ SSN: _____ Date of Birth: _____
Last First MI

Home Telephone: _____ Date of Injury: _____ Time of Injury: _____

Alternate Telephone: _____ Date Reported to Supervisor: _____

Physical Address: _____ Client Company: _____

City: _____ State: _____ Zip: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

No. of Dependents: _____ Marital Status: _____

Sex: M / F Language Preference: _____

Description of What Caused the Injury:

What Were You Doing at the Time of the Accident? :

What Body Part(s) Were Injured? Please Be Specific:

Information Release

I hereby authorize any licensed physician, medical practitioner, hospital, clinic or other medical related facility, insurance company or other organization institution or person that has any records or knowledge of me, or my health, to furnish to UniqueHR any and all information relevant to the injury/illness which I have sustained, including: medical history, drug/alcohol screening results, consultation reports, hospital records for the purpose of billing payment and treatment or consultation. Except to the extent actions have already been taken in reliance on this authorization, at any time I can revoke this authorization. This authorization will expire 180 days from the date of signature. A photocopy of this authorization shall be considered as effective and valid as the original.

Signature: _____ Date: _____

Refusal of Treatment

I hereby release UniqueHR of any responsibility for medical treatment to the injury obtained on _____ (date). I was injured at that time but do not feel that I require treatment. I understand that UniqueHR is obligated to offer me medical treatment and will for any injury that has occurred while on the job. However, I refuse treatment due to _____

I also understand that by signing this form I am releasing UniqueHR of all responsibility to my injury. I understand that if I seek medical treatment through outside sources, UniqueHR is alleviated of all payment obligations. It has been explained to me that a drug/alcohol test will be performed, and a refusal to submit to these tests will result in my termination of employment. I swear that I am signing this form voluntarily and willingly.

Signature: _____ Date: _____

*Unique HR
4646 Corona Drive, Suite 100
Corpus Christi, Texas 78411*

*Telephone: 800.824.8367
Fax: 866.516.7270*

Employee's First Report of Injury

Provide the Location of the Accident. Provide the Physical Address, If Possible:

List Witness (es):

Name: _____ Telephone: _____

Name: _____ Telephone: _____

Name: _____ Telephone: _____

Supervisor: _____ Telephone: _____

Did You Seek Medical Treatment? Yes _____ No _____

If Yes, Please Provide the Following Information:

Physician Name: _____ Physician Phone: _____

Has the Doctor Removed You From Work? Yes _____ No _____ Date of Next Doctor's Appointment: _____

If Yes, What Was the First Day You Missed? _____ Have You Returned to Work? Yes _____ No _____

If Yes, What Date? _____

UniqueHR, has an active return to work program for all of its injured employees. Should I be injured during the course and scope of my employment, I should inform the attending physician of this program.

By my signature below, I agree that I have examined this form and the information written above relating to my injury. This information is accurate and true. I have also read the note above regarding the return to work program, and will contact the UniqueHR Claims Department regarding this program.

Signature: _____ Date: _____



STEPS TO FOLLOW IN CASE OF A WORK RELATED INJURY

- 1) EMPLOYEE OR SUPERVISOR REPORTS ACCIDENT IMMEDIATELY BY CALLING UNIQUE'S CLAIMS MANAGEMENT AT (800) 824-8367.
- 2) EMPLOYEE WILL BE DIRECTED TO A MEDICAL FACILITY FOR APPROPRIATE AND QUALITY CARE. PLEASE UNDERSTAND, EMERGENCY ROOMS ARE COSTLY, AND ARE USED FOR SEVERE INJURIES ONLY.
- 3) A POST ACCIDENT DRUG SCREEN, BREATH ALCOHOL & OR HAIR ANALYSIS TEST WILL BE PERFORMED IMMEDIATELY AFTER THE ACCIDENT. **DRUGS SCREENS MUST BE PERFORMED ON THE DATE OF INJURY. FAILURE OR REFUSAL TO HAVE A DRUG SCREEN PERFORMED WITHIN 24 HOURS IS GROUNDS FOR TERMINATION OF EMPLOYMENT WITH UNIQUE.**
- 4) A FIRST REPORT OF INJURY FORM MUST BE COMPLETED ON ALL ACCIDENTS/INJURIES. IF TREATMENT IS BEING REFUSED, THE FIRST REPORT OF INJURY MUST STILL BE COMPLETED WITH THE REFUSAL OF TREATMENT SECTION SIGNED. PLEASE FAX THE COMPLETED FIRST REPORT OF INJURY TO THE CLAIMS DEPARTMENT AT (866) 516-7270. A DRUG SCREEN IS REQUIRED FOR ALL ACCIDENTS/INJURIES REGARDLESS OF THE REFUSAL OF TREATMENT.

OUR CLAIMS DEPARTMENT, IS **AVAILABLE 24-HOURS A DAY AND 7 DAYS A WEEK** TO ASSIST YOU WITH WORK RELATED INJURIES. IF THE WORK RELATED ACCIDENT OCCURS AFTER HOURS OR ON WEEKENDS, PLEASE CALL **(361) 852-6392** OR **(361) 877-3357** OR **(361) 331-0384**.

THANK YOU,

MARIA LUNA
Maria Luna
CLAIMS ADJUSTER

LUDY MARTINEZ
Ludy Martinez
CLAIMS ADJUSTER