

**RPCGB SENIOR EMPLOYMENT PROGRAM
PERSONNEL POLICY AND PROCEDURE
MANUAL**

RPCGB SENIOR EMPLOYMENT PROGRAM

SPONSORED BY

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SENIOR AIDES PROGRAM
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AND

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SENIOR WORKER PROGRAM
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WRITTEN FOR

**RPCGB TITLE V SENIOR EMPLOYMENT PARTICIPANTS
HOST AGENCY DIRECTORS & SUPERVISORS**

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LOCAL SPONSOR

**REGIONAL PLANNING COMMISSION OF
GREATER BIRMINGHAM
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I. INTRODUCTION

A. Brief History - *The Senior Community Service Employment Program (SCSEP) began in 1965 as a demonstration project to prove, first, that many older adults needed and wanted part-time jobs, and second, that communities agencies, having a never ending need to expand services, may use the skills and talents of older workers.*

Congress enacted legislation in 1968 to make the Program permanent. The Program is funded under Title V of the Older American Act of 1965, and is administered through the U.S. Department of Labor (DOL).

B. Organization Structure- *Originally there were four hundred (400) participants working in ten (10) communities. Today, the Program operates in fifty (50) states and five (5) territories through grants provided by Department of Labor to the States and eighteen (18), national contractors, who serve as administrators for the Program. These National Contractors and States provide funds through grants to local sponsors who administer the Program in their communities.*

C. Program Mission - *The Program has a two-fold mission, first, to enable older persons to achieve gainful employment and personal development, while promoting training for transition into unsubsidized employment.*

As the local regional sponsor for the Senior Employment Program, the Regional Planning Commission of Greater Birmingham (RPC) mission is to operate its' Senior Employment Programs in accordance with the goals and missions of the Alabama Department of Senior Services (ADSS) and Senior Services of America Incorporated (SSAI).

Our mission is to carry out the policies and procedures outlined in SSAI/ADSS Policies and Procedures Manual; and to provide eligible older persons an opportunity to develop to their full potential and to help communities in addressing unmet needs.

RPC's mission is accomplished through recruitment, assessment and enrollment of eligible applicants into the Program and assigning them to community service agencies, referred to as host agencies.

II. ELIGIBILITY STANDARDS-

Three Eligibility Criteria

- *Age- to be eligible, an individual must be fifty-five (55) years of age or older on the date they are determined eligible for enrollment in the Program.*
- *Income- an individual or the family household income must not exceed one hundred and twenty-five percent (125 %) of the Federal Poverty level. (Family as defined in SSAI/ADSS Policy 306-B).*
- *Place of Residence- Individual(s) enrolled in the RPCGB Senior Employment Program, must reside in Shelby, St. Clair, Chilton, Blount, Jefferson and Walker County.*

III. FRINGE BENEFITS

A. Social Security/FICA – Matching Social Security contributions for each participant is paid by federal funds, as required by law.

B. Workers Compensation - All participants are covered under workers' compensation insurance. This protects the Participant if injured during the performance of his/her assigned duties. Duties must be outlined in the participant's job training assignment description.

A participant injured on the job must report the injury to the RPCGB Senior Employment Program Director or Assistant. The incident must be reported immediately or within twenty-four (24) hours. In the absence of the Director and the Assistant, the report should be given to a representative in the Project Office 205/251-8139.

C. Physical Examination - A physical examination is not a Requirement, but rather a fringe benefit to the participant. Upon enrollment, and each year thereafter, RPC will offer to reimburse the participant up to seventy-five dollars (\$75.00) toward the cost of a physical examination. Cost which exceeds the seventy-five dollars (\$75.00), will have to be paid by the participant. All participants are required to sign a "Record of Physical Offer Form", indicating their desire to accept or decline the assistance. If the participant decides to take the examination, documentation in the form of a receipt or statement from the doctor verifying that the examination was taken must be submitted to the Project office within sixty (60) days.

D. FRINGE BENEFITS (continued)

1. Absence of a Physical- *although it is not a requirement, the absence of a physical, under certain conditions, may limit or exclude the participant from some assignments because of the need to comply with health laws.*

2. Result of Examination – *The result of the physical examination is the property of the participant and may be shared with the Project Director only if he or she chooses.*

IV. HOURS OF WORK AND WAGES

A. Hours of Work - *The number of regularly scheduled hours of work for each participant during a Project Contract Year, (July 1- June 30) is one thousand and forty (1040), at an average of twenty (20) hours per week or forty (40) hours per pay period. Exceeding this is not permitted without prior approval.*

- *Flexibility of Work Schedule- Work schedules are flexible and may be adjusted within limits set forth in this Policy and Procedure to suit the mutual convenience of the Participant and a host agency. The project director must approve the work schedule of each Participant.*

- **Make up of Lost Time-** *Participants who miss normally scheduled hours of work because of illness or other valid reasons may be allowed to make up missed hours as soon as possible within the pay period in which the time was missed.*

B. Wages - *Upon placement into part-time temporary community service employment training, a participant shall receive wages at a rate no less than the highest of:*

*The federal minimum wage (\$5.15); or
The state or local minimum wage*

C. Pay Periods and Method of Pay

1. Paycheck - *Each participant will be paid bi-weekly in the form of a check.*

Hours of Work and Wages (continued)

2. Distribution of Paychecks - Paychecks may be picked up at RPCGB between the hours of 11:00 a.m. and 4:00 p.m. Checks not picked up by 4:00 p.m. will be put in the mail for delivery. Participants desiring to pick-up their checks after 4:00 p.m. but before 5:00 p.m. must call the front desk at 251-8139 and request to have the check held.

3. Checks picked-up by someone other than the participant
Each time the participant sends someone to pick up their check; they must send a written note giving the person authority to receive their check.

4. Lost or missing Paychecks - Time frame for processing or re-issuing a lost check could take from ten to twenty-one days. If a participant does not receive his/her paycheck within five postal delivery days after the check has been mailed from RPCGB, the participant shall request a stop payment for re-issue. If the participant loses his/her paycheck, the following procedures will have to be taken before a replacement check is issued:

- RPC verifies whether or not the check has been cashed; If the check has not been cashed a “stop payment” request is made to Associated Data;
- Associated Data will then issue a check to RPC covering the net amount of the missing check; and RPC, will re-issue a check to the Participant.
- If the check has been cashed, Associated Data will have to verify the signature on the check. If an individual other than the participant or participant’s representative cashed the check a signed statement from the participant will initiate legal steps to recover the funds.

D. Time Sheets – A timesheet shall be completed for each pay period indicating the dates and hours worked.

1. Completion Instructions - Each participant must submit a properly completed time sheet in order to be paid:

- a. Must be completed in blue or black ink
- b. Must have all information filled in correctly

Time Sheets – Completion Instructions (continued)

- c. *Must be signed by participant, the supervisor or his/her designated representative*
- d. *Must be free of unnecessary writing, comments, etc.*

2. Late Time Sheets – *Will result in the participant not being paid during the period for which the time sheet covers.*

3. Incorrect Time Sheet - *Incorrect or incomplete time sheets will result in the participant not receiving proper pay for the pay period. Should this occur, once the corrections are made, an increase or decrease in the hours paid will be reflected on the next paycheck.*

4. Faxed Time Sheets - *A faxed time sheet can be used to verify hours worked for payroll purposes; however, a check will not be released until the original is received.*

V. DURATIONAL LIMIT OF JOB ASSIGNMENT

A. Durational Limitation Policy

The durational limit of a training assignment will be determined by each participant's Individual Employment Plan (IEP). The IEP lists written action steps the participant will take to find employment off the Program. The actions may include stated skills to be learned, businesses/companies where they will put in job applications, etc. The durational limit further states that no participant shall be in the same assignment for more than twelve months, unless there is a written agreement by the host agency to employ the participant within the Project Year, and no later than May 30th.

B. Transfer of Participants - *The Project Director may make a transfer at any time it is deemed to be in the best interest of the participant.*

C. Selection of Assignment- *The RPCGB Senior Employment Program Director will determine training assignment selection. The host agency must meet specific guidelines as outlined in the SSAI/ADSS Policy and Procedures Manual.*

DURATIONAL LIMIT OF JOB ASSIGNMENT (continued)

D. Performance Evaluation - *As part of the Participants personnel file, a participant shall have an evaluation made of his/her performance at least once a year. This may be accomplished through host agency monitoring, updating of the IEP or request for written performance report from the host agency.*

E. Length on Enrollment in SCSEP-*The SCSEP Policy does not place a limit on the length of time that an individual may be enrolled in the Program. Chief of DOL, Older Workers Division suggests that most participants will spend no longer than two or three years at most on the program.*

VI. UNSUBSIDIZED EMPLOYMENT

A. Seeking Unsubsidized Employment-*To assure that the maximum number of eligible individuals participate in the Senior Employment Program; each participant is obligated to use all reasonable means to seek job opportunities in the public or private sector. During enrollment orientation each participant will be encouraged to search and apply for unsubsidized jobs. When any participant is qualified and meets the standards for job opening in their assigned host agency, they are encouraged to apply when there is a vacancy. Participants are required to register with the employment services in active pursuit of an unsubsidized job. All participants are required to carryout active job search on a weekly basis, or as frequently as stated in the Individual Employment Plan (IEP). Participants must apply for any and every job for which they qualify as identified in their IEP. When referrals are made by the RPC staff the participant must pursue that referral. Refusal of three such referrals will be grounds for termination from the program.*

B. Transition Preparation - *Participants have a responsibility to pursue opportunities that allow them to develop to their full potential, enhancing their existing skills and developing new skills, which will aid in searching for and obtaining unsubsidized employment.*

C. Registration with Employment Services - *Participants are required to register as job seekers with the appropriate office of the State Employment Agency and to regularly follow-up on their registrations.*

VII. SENIOR EMPLOYMENT TRAINING

A. Bi-Yearly Meetings –Attendance at bi-yearly meetings is mandatory for all Participants. Hours spent at the meetings are counted toward the regular twenty-hour (20) workweek, and will be compensated at the same hourly rate.

1. Purpose of Bi-Yearly Meetings - Meetings are training sessions designed to provide opportunities for Participants to gain information, and engage in skills development training.

2. Failure to Attend - Participants who fail to attend scheduled training/bi-yearly meetings without obtaining prior approval will lose four (4) hours of pay for the pay period. The participant will not be permitted to make up the four (4) hours lost or work on the day of the meeting.

3. Training/Travel Reimbursement - Participants who use their personal automobile to attend meetings, in localities different from their place of residence, or work site, will be reimbursed for mileage at a rate of forty-four and a half cents (.445 cents) per mile.

4. Job Clubs - The RPCGB Senior Employment Program will operate two to three job clubs each contract year. Participants will be selected to participate in the job clubs. A Participant who refuses to participate in regularly scheduled job club training will receive an administrative termination for failure to cooperate in the personal development.

B. Participant Training after Enrollment

1. Community Service Assignment Training – Community assignment training is provided by the host agency and offers the participant the opportunity to receive needed hands on skill training.

2. General Training - General training is designed to enhance or refresh a participant's basic skills and includes skills training, classroom training, lectures, seminars, individual instruction or On Job Experience (OJE).

3. Specialized Training and OJE - Participants must be in a community service assignment for at least two weeks before they can receive specialized training or OJE training. In addition project sponsors must obtain approval from the funding source for specialized or OJE training prior to

Specialized Training and OJE (continued)

implementation. Specialized training is designed to prepare a participant for a particular job or industry and enhance the participant's opportunity to obtain unsubsidized employment. Specialized training may be provided through the project sponsor, a workforce partner, an educational institution or other provider. OJE is designed to help a participant obtain an unsubsidized job with a public or private employer that requires specific skills not attainable through a regular community service assignment.

OJE should be consistent with the participant's IEP, which should detail the skills to be attained and specify realistic timelines for achieving those goals. If the participant has completed at least two weeks at a community service assignment, the project sponsor can provide the participant with OJE training.

4. Workforce Investment Act (WIA) - *Under a letter of agreement with the State of Alabama Department of Economic Community Development (ADECA), all SCSEP Participants are income eligible for training benefits under the WIA. Participants are encouraged to seek training opportunities offered by and through the local one-stop career service centers. Participants who wish to receive training funded through WIA must register with the one-stop career center and qualify for an Individual Training Account (ITA) An participant may be assigned to a Host Agency while enrolled in training under WIA, and compensated at the same hourly rate for both.*

5. Universities/Colleges Training - *Participants are encouraged to seek training opportunities at no cost or reduced cost to the Project. Participants, who are age sixty (60) and older, are eligible for training at no cost or reduced cost in all State of Alabama Junior Colleges.*

C. LIMITATION ON TRAINING - *No participant shall be compensated for more than 500 hours of training during a single project year. This includes compensation for time spent in orientation and at Participant Meetings.*

1. Allowable Training Expense - *The Project budgets no more than a maximum of two thousand dollars \$2,000 per year for training for unsubsidized jobs. These funds can be used to cover tuition, books, and other costs specifically related to the skill training for the participant to enable them to find jobs off the Program.*

2. Documentation of Training Attendance - To be compensated for training, a participant must first complete a training enrollment information form. The educational institution must sign the form indicating that the participant is in fact enrolled in the training.

VIII. ANNUAL RE-CERTIFICATION

A. Annual Re-Certification of Eligibility –For continued enrollment in the Program each participant is required provide the RPCGB with updated information regarding income and family household size.

B. Income-Ineligible Participants – At the time of recertification, a participant who is determined to be over income, shall be informed immediately. A thirty-day notification will be given at that time advising the participant of their last day on the Program.

C. Failure to Re-certify- A participant who fails to report for recertification, or refuses to provide information necessary to determine their eligibility will be automatically terminated at the end of the re-certification period which is April 30, 2007.

D. Change of Household Composition or Income- During recertification and throughout the Project Year. Each Participant is responsible for reporting any increase in income or any change in family status which would affect eligibility

IX. TERMINATION POLICY

There are two types of terminations, Administrative Termination for cause and Adverse Action Termination.

A. Administrative Termination for Cause - A participant may be terminated immediately for cause. A thirty-day notice is not required. Termination for cause may include, but are not limited to:

- *Refusal to cooperate in establishing eligibility*
- *Inability and/or unwillingness to perform assigned duties*
- *Refusal to accept a different host agency assignment;*
- *Frequent tardiness or unauthorized absence*
- *Falsification of their time sheets or other official records*
- *Insubordination, obscene/abusive language or behavior*

Administrative Termination for Cause (continued)

- *Non-compliance with substance abuse policy*
- *A participant who is off the payroll for three consecutive pay periods (six weeks)*
- *Failure to participate in the Individual Employment Plan (IEP) process will be cause for termination*

Grounds for IEP termination include but are not limited to the following:

- *Refusal to follow-up on three job referrals made by Senior Employment Program staff*
- *Refusal to accept two potential job offers or intentionally sabotaging job interviews*

B. Adverse Action Termination

Should RPCGB propose to take adverse action against a participant which will result in the participant's termination from the Program, the participant will be advised of their right of complaint resolution and grievance.

Adverse Action Complaints relating to:

- *Complaint Alleging Violations of law, and*
- *Discrimination Complaints*

All official participant complaints or grievances whether written or verbal shall be addressed immediately at the Host Agency or RPCGB Project Administration.

Step 1: *The participant shall be given a written thirty-day notice of the intended termination date, and the reason(s) for the action. The notice shall include a statement of the participants' right to appeal;*

Step 2: *If the participant does not agree with the proposed action, and believes the action is unwarranted, they shall notify the Project Director within five (5) working days of his/her desire to have a hearing;*

Step 3: *Within five (5) working days after receipt of request from the participant, the Project Director will establish an ad hoc committee to hear the grievance.*

Composition of the Ad Hoc Committee:

- *A member of the Sponsor's Organization Board*
- *A Host Agency Supervisor or Administrator*
- *An impartial Participant not known by both parties*
- *An individual designated by the Accused Participant, a layman (the person, cannot be a friend, family member or associate of the participant)*

A. Right to Appeal to Director of ADSS or SSAI – Upon receipt of the decision of the hearing committee, if the participant is dissatisfied with the decision, they have five working days to appeal to Director of ADSS or SSAI. The Directors of Representatives of ADSS or SSAI shall review the results of the complaint resolution procedure of the sponsor agency, and may choose to hold a hearing to gather information to amend or affirm decision within 15 days. The decision of the Director is final, except under circumstances of discrimination, which may be appealed to U.S. Department of Labor.

B. Right to Appeal to U.S. Department of Labor - A complaint alleging violations of law or a complaint alleging discrimination may be appealed to the U.S. Department of Labor (DOL), If the complaint is not resolved within sixty (60) days of the time of filing by the combined complaint resolution procedure of a Project Sponsor and the Senior Employment Program. The participant shall be informed of the right to appeal to the Department of Labor under circumstances of a complaint alleging violations of law and a complaint alleging discrimination.

X. OTHER STANDARDS AND POLICIES

A. Volunteering at Assigned Host Agency Prohibited
Participants are prohibited from volunteering at the assigned host agency for work which is the same as or substantially the same as the work defined in the participants' written job training description.

B. Unallowable Political Activity - *Participants are prohibited from engaging in partisan or nonpartisan political activities during hours for which the Participant is paid. Participants are prohibited from representing themselves for political purposes as a spokesperson for the Senior Employment Program;*

Participants may not be assigned to the staff of any legislative committee or the office of any elected chief executive office.

C. Drug Free Work Force - *In compliance with the Drug Free Workplace Act of 1988 (PL 100-600, Title V, Subtitle D), Participants are prohibited from the use, consumption, sale, purchase, transfer, possession, manufacture, distribution or dispensing of any controlled substance during working hours, while on the premises.*

Contractors of RPC Senior Employment Program and all host agencies of participants in a contract-funded program shall be required to certify to compliance with Drug-Free Workplace Act of 1988.

Legally prescribed medications are not covered under this policy and are permitted to the extent that their use does not adversely affect the employee, or participant's work ability, job performance, or the safety of others in the workplace.

D. Nepotism Prohibited - *Participants may not be assigned to a host agency, which a member of their immediate family is in a supervisory or Administrative capacity involving oversight of the Participant.*

XI SENIOR EMPLOYMENT PROGRAM FORMS

Time Sheets

Job Search Verification Form

Lost or Missing check form

Approval for training form