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Senior Community Service Employment Program (SCSEP) Handbook

For Program Participants and Host Agency Supervisors
for Dept. of Labor and Ohio Dept. of Aging Programs

The Senior Community Service Employment Program (SCSEP) is funded by a U.S. Dept. of Labor grant administered by VANTAGE Aging and by a U.S. Dept. of Labor grant administered by the Ohio Dept. of Aging (ODA), operated locally by VANTAGE Workforce Solutions

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SCSEP Welcome and Participant Introduction

WHY ARE WE HERE TOGETHER?

Welcome to the SCSEP (Senior Community Service Employment Program). You are now a partner in the only National work-training and employment program exclusively for persons 55 and older. We are happy that you are able to participate in this work-training program. This handbook is designed to provide you with:

- An introduction to the organizations that are making it available to you;
- An overview of the program;
- A description of the processes and stages of this program;
- Your responsibilities and benefits;
- Forms and other information you need to participate in this program.

Your Goals

Your Goals in entering this program should include:

- Upgrading job skills and work experience by attending training sessions and through a “work-training” experience providing community service;
- Seeking improved employment opportunities beyond this program;
- Improving your living situation through paid training while connecting with your community and preparing for work;
- Pursuing the work and community related goals you may have;
- Pursuing additional skill improvement through programs and developing a comprehensive plan to do so: this plan is called the “Individual Employment Plan” (IEP), and we help you create it;
- Finding unsubsidized employment.

Program Goal

The overall goal of this program is to help you build skills that improve your ability to find employment. This goal is achieved by providing a combination of useful part-time Work-Training Assignments and traditional training, while promoting transition to Unsubsidized Employment.

To these ends, the combined partners' goals are:

- To assist you (the Participant) in developing marketable skills so you may secure unsubsidized employment in today's market and remain self-sufficient for a longer, more vital life-span, and
- To assist the Host Agencies in providing needed Community Services that they would not otherwise be able to achieve without the help of the Participants.

Additionally, other resources are often available that will improve your ability to contribute to your community or to a private organization and ultimately find work.¹ Participants find that with these improved skills and experience, they obtain better employment. Furthermore, the sponsors of this program, VANTAGE Workforce Solutions and the Ohio Department of Aging, are excited about your participation and can offer suggestions, support, and services – including resume-writing, interviewing skill development, workshops, etc. to help you meet your employment goals. We are eager to work in collaboration with you to achieve these goals.

VANTAGE Aging Introduction

What is VANTAGE Aging? What are we doing?

VANTAGE Aging, incorporated in 1975 and formally known as Mature Services, Inc., is a non-profit agency, working to serve individuals, families, and communities by providing a variety of direct services to older adults in Ohio. Over the past 40 years, we have worked with the local and state Agency on Aging, the ADM Board, RSVP, HUD, OASIS, and others to provide chores, alcohol and substance recovery, nutrition, recreation, visiting nurse services, nursing home housing, home health care, and employment assistance programming.

VANTAGE Workforce Solutions, a department of VANTAGE Aging provides the training, personal skills, and job search techniques that will help you enter or re-enter the workforce as quickly and as easily as possible. The SCSEP mission is clear...

To provide community based services designed to train, motivate and empower the mature job seeker;

To maintain an active partnership with employers to increase employment opportunities for mature workers.

Beginning in 1977, VANTAGE Aging, then known as Mature Services, began sub-contracting with a National Grantee to provide local administration of SCSEP. In 1992, we became a sub-grantee

¹ Exact services available vary by location and over time. The SCSEP program is designed to be used with other programs when needed and if available.

to the State of Ohio. We began with 43 positions in Summit County and have now expanded to over 700 positions in 38 counties throughout Ohio making us the largest SCSEP grantee in the State of Ohio.

Ohio Department of Aging

“The Department of Aging works with the Governor’s Office of Workforce Development, the Ohio Department of Job and Family Services, other state partners and SCSEP providers to implement Ohio’s Unified Workforce Plan and promote overall system changes that help SCSEP participants and all older workers continue to grow, thrive, and contribute to Ohio’s economy and workforce. Provider funding is allocated by a formula: 22 percent of funds are allocated to the state, and 78 percent to national organizations that compete to provide services at the county level. The Ohio Department of Aging currently operates its SCSEP program under a sub-grant to VANTAGE Aging. All participants are notified at the time of enrollment what grant is funding their position. VANTAGE Aging operates both its state sub-contract and its USDOL contract directly with seven regional offices throughout Ohio.”

With the exception of the grievance policy outlined on pages 22-24 the information, procedures and requirements included in this manual pertain to the SCSEP participants funded directly by Department of Labor and through a sub-grant with the Ohio Department of Aging.

SCSEP Overview

What is the SCSEP?

The Senior Community Service Employment Program (SCSEP) is a work-training and employment program which encourages and lengthens self-sufficiency by supplementing income while providing work-training, increased marketability, and opportunities for and transition into unsubsidized employment for men and women ages 55 and over. In order to participate, an individual must fall within annually established Federal Income Guidelines.

SCSEP is federally funded and monitored by the Department of Labor (DOL) through the Older American’s Act Title V Program. Program services are administered and provided by DOL and Grantee organizations like the Ohio Department of Aging and VANTAGE Aging.

VANTAGE Aging provides these services by partnering with local non-profit and government facilities, known as “Host Agencies,” the local county “One-Stop System” training and employment services, local employers interested in hiring mature workers, and the qualifying persons 55 and older, the “Participants,” to create universal services that will maximize the Participants’ ability to achieve their employment goals.

To qualify as a Participant for this program, you must meet certain requirements:

- Be 55 years of age or older;
- Have the qualifying level of income;
- Be willing and able to provide community service and attend training;
- Be willing to develop a personalized “Individual Employment Plan” (IEP) -- don’t worry, we’ll give you plenty of help and encouragement;
- Understand your responsibility to seek and secure unsubsidized employment as a condition of participation.

SCSEP Delivery through Network of Sponsors

The SCSEP program has undergone some significant changes regarding the criteria used to measure a Sponsor’s success in providing services to program participants, prompting grantees to take advantage of additional resources and methodologies to support SCSEP Participant efforts.

For existing SCSEP Participants, the changes may result in some new materials and services being made available, as well as subtle changes in methodologies or policies. SCSEP Participants should rest assured that the underlying goal of the program, namely to support SCSEP Participants in finding unsubsidized employment, has not changed.

Goals of SCSEP

The goals of this program are to:

- Upgrade job skills of the mature person for job placement;
- Provide added income during work-training;
- Help the mature person get involved in his/her community;
- Provide the local program community with needed services;
- Help the mature worker find unsubsidized employment.

SCSEP History and Today

History

During the 1960s, President Lyndon Baines Johnson announced his “War on Poverty” campaign. The Senior Community Service Employment Program (SCSEP), Title V of the Older Americans Act, was a product of that campaign. The program, which has been continuously funded since its inception, is a response to the unfortunate reality that many mature people seek work with

outdated skills and that economic changes often result in mature persons losing work or being forced into retirement before they are financially ready. Additionally, many older workers, especially women, may find themselves seeking work for the first time (or returning after many years of homemaking) because of family changes and in need of gaining updated skills.

Today

SCSEP has been updated to take into account changes in the modern economy and to provide greater focus on the work-training aspects afforded to SCSEP Participants. Private companies ensure success by updating their policies and procedures to take advantage of more efficient methods and to keep pace with the changing social and economic environment. Similarly, SCSEP makes use of 50 years of history while taking advantage of new knowledge and constraints in the modern employment market.

Experience has shown that mature persons can modernize and improve their skill levels in a wide range of activities. Additionally, by working closely with SCSEP Participants to create a plan that aligns work-training with traditional learning and other support services, SCSEP Participants can focus their efforts more effectively. The ultimate result is that SCSEP Participants can develop skills and behaviors that result in greater employability, facilitating their transition into unsubsidized employment.

SCSEP makes use of additional programs and services to provide participants with more complete work-training and support. As they go through the initial assessments and develop Individual Employment Plans (IEPs), SCSEP Participants will help to identify barriers they face, and then work with their Project Directors and use the IEP to design specific plans to overcome those barriers whenever possible.² These additional services are designed to enhance not only job obtainment, but also retention. “Retention” means keeping the unsubsidized job. The local Project Director must do periodic follow-ups over a 15-month period to determine that employment has continued and to collect wages information for average wage measurement.

Participants are asked to save pay stubs and notify VANTAGE Workforce Solutions of any changes in address and/or phone numbers, in addition to keeping the Project Director current on the status of the job during this follow-up period. This will greatly assist the Project Director in collecting this important follow-up information to complete the Participants’ files after they have secured employment.

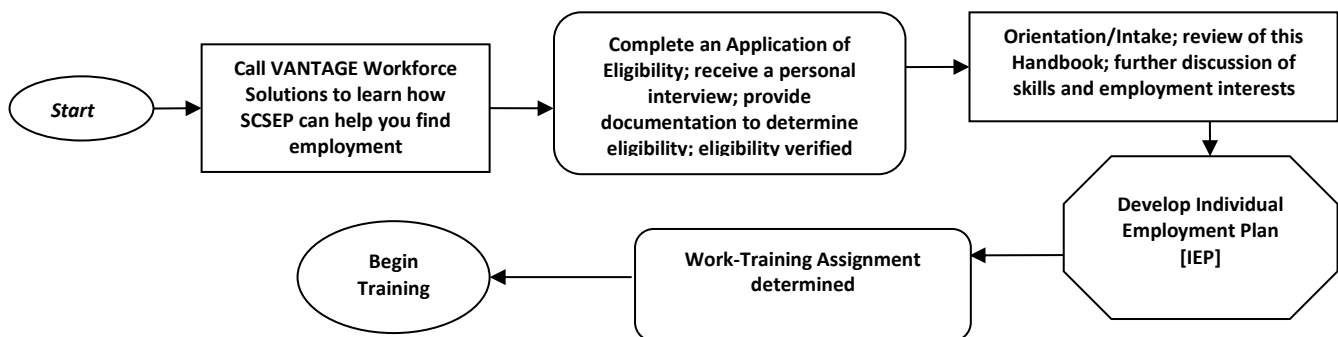
July 1, 2007, changes were implemented which reduce the time a Participant may be enrolled in SCSEP. *Individual enrollments must average no more than 27 months* in duration. In addition, Participants have *48 months life-time* to utilize the services of this program. This means that it is imperative that Participants find unsubsidized employment as quickly as possible – hopefully

² Not all services are available in all locations due to funding constraints. Participants are encouraged to discuss barriers with their Project Director and take advantage of additional services as well as self-help approaches.

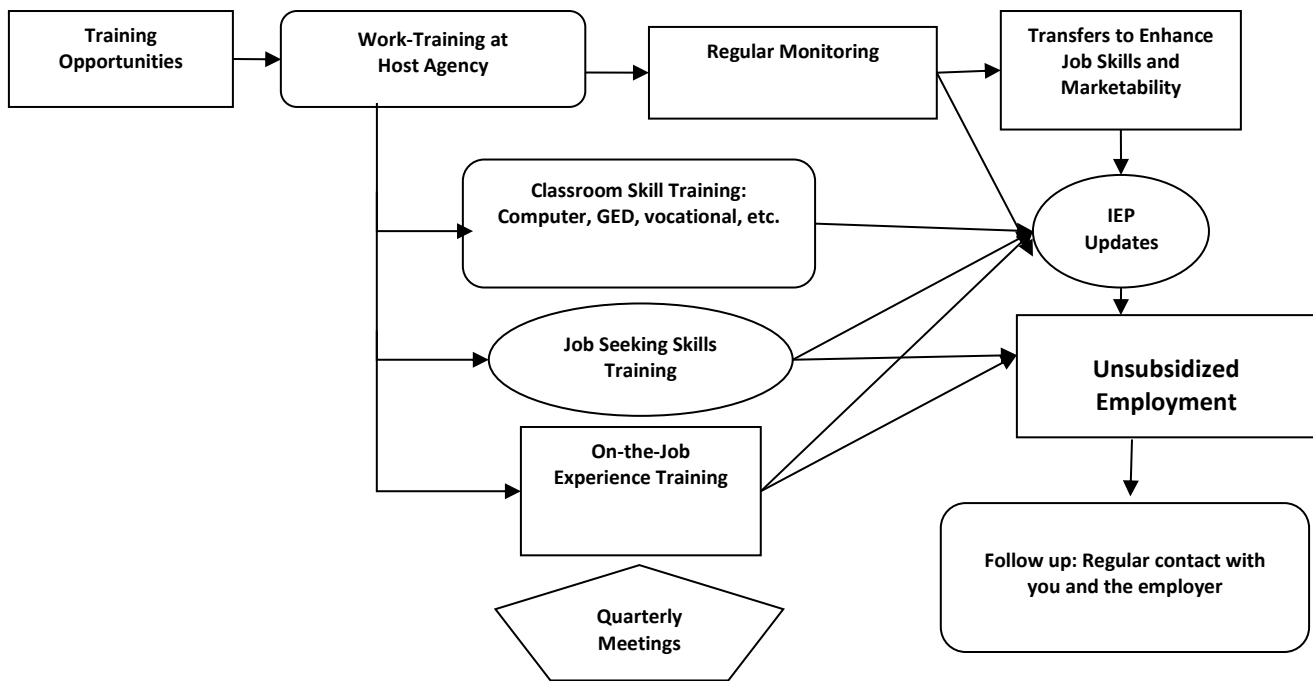
within 3 to 9 months of enrollment, allowing for time remaining for additional assistance, should it be needed in the future. This time allowance will be monitored by the DOL database for SCSEP and will take into account all work-training time accumulated from all SCSEP providers in the country for each Participant. *It is vital to the success of each Participant in the attainment of their employment goals that they understand these restrictions, and that they work to achieve unsubsidized employment as quickly as possible.*

SCSEP Process

As a SCSEP Participant, it is very important that you have a good understanding of the process you are undertaking, as well as the terms people will be using around you. This section will present a simple visualization of the process from your point of view. Directly following this visualization is a brief description of some of the more important terms that you need to know as you interface with people in the SCSEP program.



Continued on next page.



Process Description

Initial Assessment (Application of Eligibility) and Eligibility Determination

This step consists of completing an Application of Eligibility including your background, work history, interests and skills, documentation of household members and income, a personal interview, and determination of your willingness and ability to utilize the program and achieve the program goal of unsubsidized employment. Your eligibility will be reviewed by our Verifier before you can complete the Intake at an Orientation Session or be sent for an interview at a prospective training assignment.

Orientation/Intake

Once your eligibility has been verified and your desire to achieve the program goals has been established, you will meet with the local Project Director who will conduct an in-depth review of your Initial Assessment which provides the foundation for your Individual Employment Plan (IEP) or step-by-step roadmap of training and related activities to bring you to an appropriate training assignment and ultimately, unsubsidized employment within three to nine months of enrollment; completion of the Intake packet, including a review of this handbook and an explanation of program policies and important forms. It is important that you ask all the questions that you might have during this process so that you have a full understanding of the goals and expectations of the program before being assigned to your work-training assignment.

Individual Employment Plan (IEP)

The Individual Employment Plan or IEP is the most important document that you will create in this program. You will create this IEP in conjunction with your Project Director. The IEP serves as your personal plan for success and is designed to specifically assist you in meeting your goals and the goals of the program. You should refer to your IEP often throughout your participation to ensure that you are “on course.”

IMPORTANT: The IEP is an agreement similar to a contract. You are agreeing to participate in training and other activities and set goals. Your goals may stretch your current abilities, and this is very important and appropriate. Additionally, you want to make sure your goals are SMART by working with your Project Director. SMART goals are:

- S** = Specific
- M** = Measurable
- A** = Attainable
- R** = Realistic
- T** = Timely

Your IEP may identify the need for vocational courses, GED preparation, or computer training that requires attendance in a “classroom” environment where you may have workbooks, exercises, and reading assignments. Other skills training may require self-guided efforts. The number of learning opportunities that are available through the SCSEP Program varies by participant and is only limited by local resources.

Refusal to follow through with steps outlined and agreed upon in the IEP is cause for corrective action. Participants and/or Host Agencies will be given a warning letter and a chance to return to compliance with the IEP; however, continued failure to cooperate in this process will result in the exit of the Participant and may result in cancellation of the Host Agency Agreement.

Assignment to Work-Training Host Agency

Once Orientation and your IEP have been completed, you will be sent for an interview at an appropriate Host Agency. Both you and the Host Agency supervisor will be looking to make a match. We will want the work-training assignment to provide the skills that we have identified as needed for you to be marketable in the type of employment in which you are most likely to succeed. You and the supervisor will be determining your suitability and/or fit for that particular agency work-training assignment.

Host Agency Work-Training Site

The Host Agency Work-Training Site is the heart of the SCSEP Program. By training at a community-based organization, government agency, or non-profit agency, you are building the skills and behaviors you need to be successful in obtaining a job and keeping it. You will learn

the skills required for the training site position and receive performance feedback from your Work-Training Site Supervisor (and your Project Director). Lastly, work-training in a realistic “job environment” provides learning and feedback that will help you be successful long-term.

Work-Training Assignment Description (WTAD)

Your Project Director works together with the work-training site to develop the Work-Training Assignment Description or WTAD, for each position. Participants spend 20 hours a week involved in their work-training activities. These hours include work-training time at the assigned site and, possibly, other required program activities, like: computer classes, quarterly meetings, or On the Job Experience Training, as stated in the IEP. The WTAD, like the IEP, may only be updated with the approval of the Project Director to meet the IEP, participant, and program goals.

Evaluation/Monitoring

SCSEP is a work-training program. Honest and accurate evaluation is important to identify progress and satisfactory learning and to determine what additional activities or resources are needed to help you be successful in finding unsubsidized employment. You and the host agency will periodically be monitored, your IEP will be updated, and you may even be transferred to another training assignment that is able to provide more extensive training needed to help you achieve success.

Unsubsidized Employment

This is where you take an unsubsidized job off the SCSEP Program. This job may be with your training site or another employer. Unsubsidized Employment is the goal of the program and will provide you with additional benefits including increased income, continued independence, and personal satisfaction.

Follow-up

Helping SCSEP Participants retain the jobs they have worked so hard to obtain is an integral part of the SCSEP Program. The Project Director or his/her assistant will contact you periodically, for up to 15 months after placement in unsubsidized employment, to see how you are doing in your job. The Project Director will also be asking for information on your earnings during this time. Please remember to keep your pay stubs through-out this follow-up period so we can accurately complete our follow-up reports. Additionally, we may be able to recommend resources to help you overcome barriers that may affect your continued employment, including meeting with you and your employer to help iron out issues, or we may be able to refer you to additional employment opportunities.

What You Can Expect

Throughout your participation in SCSEP, you should expect people to be respectful.

The following list is not intended to be all inclusive, but rather, to give you an example of how you can expect to be treated and to provide insight into the philosophy behind the services provided.

You can expect to:

- Be treated as a co-worker at a work-training site, NOT free help;
- Use your own good common sense: if you do not understand or something is not clear, ask for clarification from your Project Director or other VANTAGE Aging staff;
- Have a suitable³ work-training assignment that coincides with your personal preferences, skills, life experience, AND one that will help you achieve the goals in your IEP;
- Know about the work-training site, its policies, people and programs, as well as what is expected of you;
- Have a Work-Training Assignment Description (WTAD) that accurately reflects the tasks and responsibilities of your work-training;
- Participate in updating the IEP periodically with your Project Director to address newly identified needs or barriers to employment and resources to assist you in overcoming them;
- Obtain timely and effective skills training that is appropriate for your plan and will support your ability to assume additional responsibilities at your work-training site, as well as securing unsubsidized employment;
- Have a safe, orderly and designated place at the work-training site that is conducive to performance and learning;
- Have patient, respectful, thoughtful, and motivating guidance from an informed supervisor;
- Have diverse learning experiences that will lead to increased capability to find unsubsidized employment. (This may require transfer to one or more work-training assignments and will be documented in your IEP.)

³Suitable means that the work-training assignment will provide the participant opportunity to learn new skills or demonstrate existing skills. The work-training assignment may serve to provide recent work history, experience, references, and/or complement other training efforts to improve marketability for employment.

SCSEP Program Detail and Policies

Things you must know about SCSEP and your benefits and responsibilities!

Acceptance of Gifts

Participants and members of their immediate families are prohibited from accepting gifts, favors, loans, free services, or other items of value, including money, intended to reward or influence official actions, from a client or employee of any agency which funds or has an Agreement with VANTAGE Aging

Accidents

Any Participant, who experiences a Work-Training Assignment related accident, must immediately report the accident to the Work-Training Site Supervisor and the local Project Director. Even accidents that do not require medical treatment must be reported.

The Supervisor will contact VANTAGE Aging Human Resources Manager or his/her assistant at 330-762-8666, or 1-800-554-5335, ext. 186 or 139, to report the accident. The Supervisor will then submit a written account of the accident to the Human Resources Manager using an Accident Investigation Report (found in the Host Agency Packet).

Attendance

Regular attendance is essential to the operation of the work-training site. Early notification of your ability to attend or arrive at your scheduled time allows managers and supervisors to plan staff and fill-in work. You are responsible for notifying both your site supervisor and your local Project Director a minimum of 30-minutes before the scheduled reporting time. Good attendance is an important factor of the IEP and performance reviews, is required to get and retain unsubsidized employment, and is necessary to receive a reference when seeking unsubsidized employment.

Any Participant absent from the work-training assignment for three consecutive days without proper notification and authorization shall be considered to have resigned from the assignment and may be exited from the SCSEP Program. In addition, recurring tardiness or absences will result in exit from the SCSEP Program.

Background Checks

Any background checks required by a Host Agency will be completed and paid for by that Host Agency.

Breaks at the Work-Training Assignment

Whenever a Participant's work-training assignment is in excess of six (6) hours in any one day, the Participant is encouraged take a minimum of a half hour break for lunch, which must be shown on the time sheet. When a Participant takes a break for lunch, indicate the time left and the time returned to the work-training assignment on the time sheet. This is unpaid time. Each Participant may choose to take a 15 minute break per four to six hour day (this time is included in the hours worked).

<i>Hours on Assignment</i>	<i>Paid 15 minute break</i>	<i>Unpaid 30 minute break</i>
Up to six (6) hours in any one day	15 minute break may be taken without signing out and back in on time sheet.	
In excess of six (6) hours in any one day		30 minute (minimum) lunch break should be taken; Participant must sign out and back in on time sheet.

Change in Contact Information

Each Participant is responsible for notifying his or her local Project Director of changes in:

- Address
- Phone Numbers
- Income
- Household size
- Emergency contact information

Classroom and Educational Training Policy

Participants may have classroom, instructor-led, training goals developed as part of the IEP. These may include certification in a computer program or getting a GED, for example. Other training may be required that is self-taught or self-paced through a computer lab, or through group meetings. In all cases, the training must be documented in the IEP. SCSEP may be able to pay for all or part of this training.

Your local Project Director will work with you to acquire the necessary documentation to submit for approval of payment prior to the beginning of any such training. The Project Director will also assist you with a separate time sheet for this training, the training facility trainer will sign the time sheet verifying the hours the Participant was in attendance, and the Project Director must also sign the time sheet before it is faxed. Online training classes will only be approved if the Project Director is able to verify the in and out times for the training activity. These hours will be a part of the Participant's 20 hours a week and are not considered hours in addition to the work-training assignment.

All training of a SCSEP Participant must be documented for the SCSEP project even if funded through other sources or self-led.

Compensation

SCSEP is a work-training program and wages are fixed at the minimum wage level: whichever is higher of the State or Federal current minimum wage. This amount is not subject to change based on individual performance.

Computer and Internet Use

Computers should be used for training purposes, only, including research and work-training assignments. Computers should not be used for personal use, surfing the internet, or entertainment. Training site policies must be followed.

Internet access at your Work-Training Site is for business and training purposes, ONLY. Personal, surfing the internet, or entertainment use of the Internet may result in disciplinary action, including immediate exit from SCSEP.

Participants should keep in mind that computer resources are owned by the training site and can be searched at any time. If a Participant notices anything questionable when using the computer or internet, he/she must report it immediately to the supervisor.

Confidentiality

Confidentiality of work-training site information, procedures, staff and clients is required. Confidentiality policies of the work-training site will be explained and followed; however, sound judgment is also required. Participants will sign a Confidentiality Statement during Orientation with the Project Director, and may also be required to sign a Confidentiality Statement during orientation at the work-training site. A breach in confidentiality is grounds for exit from the SCSEP Program.

Direct Fund Raising/Revenue Producing

Participants may not be involved in direct fund raising/revenue producing activities for the Host Agency. Trainees may not handle receipts from the sale of items for fund raisers, utility bills, nor solicit funds in the name of the Host Agency.

Discrimination

Training site discrimination based on race, creed, color, sex, age, disability, national origin, religion, political affiliation, ethnicity, sexual orientation, HIV Infection, AIDS Related Complex or AIDS, as governed by applicable State and Federal laws, is prohibited. Additionally, training site sexual harassment is prohibited. SCSEP Participants must report discrimination or harassment to the local Project Director.

It is also the policy of VANTAGE Aging that no person be excluded from participation in this program because of race, creed, color, sex, age, disability, national origin, religion, political affiliation, ethnicity, and sexual orientation, HIV Infection, AIDS Related Complex or AIDS.

Drug Free Work-Training Site Policy

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited at VANTAGE Aging offices and while on assignment at any other Host Agency assigned by VANTAGE Aging. This policy is part of the VANTAGE Aging Personnel Practices.

Policy for Participant Impairment:

- If a Participant of VANTAGE Aging appears to be impaired while on duty, his/her Supervisor shall remove him/her from the Work-Training Site and inform the local Project Director immediately.
- If a Participant appears to be impaired for reasons other than drugs or alcohol, the Project Director shall request that the Participant obtain a physician's release before the Participant may return to his/her work-training assignment.
- If the use of drugs or alcohol is suspected, the Project Director may require the Participant to submit to a drug/alcohol screening. If the screening reveals the presence of illicit drugs, prescription drug levels at an abuse level, or prescription drugs which are not prescribed for the Participant, or alcohol, the Participant must pay for the testing.
- If the Participant shows no evidence of drugs, VANTAGE Aging will pay for the testing. Refusal to submit to testing, when required by the Supervisor and/or the Project Director,

is grounds for immediate dismissal:

1. If a Participant's screening reveals the presence of alcohol and/or drugs, VANTAGE Aging may require the Participant to submit to an assessment of his/her substance use;
2. VANTAGE Aging has the right to require the Participant to adhere to the recommendations of the assessor, to release information to VANTAGE Aging to confirm such, as a condition of continued enrollment;
3. VANTAGE Aging assumes no financial responsibility for assessments, counseling, or treatment (the Local Project Director or counselors in the VANTAGE Aging's Chemical Dependency Program may be made available in the Akron area to assist the Participant in identifying needed resources);
4. Any Participant who is convicted of any criminal drug statute must notify the Agency, in writing, of such conviction no later than five days after said conviction: VANTAGE Aging will notify any pertinent licensing boards, as required by law;
5. Should the Agency provide a drug free awareness program for Participants, attendance at an in- service on this subject will be mandatory.

Definition of Drugs:

"Illegal Drugs" are defined, for the purposes of this policy, as any drug that is either not legally obtainable or is legally obtainable, but has not been legally obtained. The term includes prescribed drugs not legally obtained, prescribed drugs not being used for prescribed purposes, prescribed drugs being used by a person other than the prescription holder, and marijuana.

- Legally prescribed medications are not covered under this policy and are permitted to the extent that their use does not adversely affect the Participant's work ability, Work-training assignment performance, or the safety of others in the Training Site.
- The policy does not apply if the illegal drug is prescribed or authorized for the Participant (using or possessing it) by a Medical Practitioner while acting in the course of his/her professional practice, and such illegal drug is used by the Participant at the prescribed or authorized dosage level, and such level is consistent with the safe performance of the Participant's duties.

Duration of Program Participation

The length of time a SCSEP Participant is in training with the SCSEP depends upon his/her goals as represented on the IEP. Typically, the target to complete your training and find unsubsidized employment should average between 3-9 months. Individuals are exited from the program once they find unsubsidized employment, or for other reasons including but not limited to: voluntary exits, health or medical exclusions, institutionalization, or involuntarily based on specific instances as outlined in our termination policy. Additionally, the Federal Guidelines limit the

duration of participation to an average of 27 months for an individual enrollment and a maximum of 48 months life-time.

Eating

The policies of the Work-Training Site must be followed. In general, do not eat or drink in computer labs or around expensive equipment. If you have any doubts, ask your supervisor.

Employment/Unemployment Compensation

SCSEP Participants are not employees of the SCSEP or the Work-Training Site Agency. This Handbook, associated procedures, forms, etc. do not constitute a “work” contract or a guarantee to obtain work. SCSEP Participants who exit the program are not entitled to unemployment compensation.

Funerals

SCSEP Participants may be excused to attend funerals. You must notify your Work-Training Site Supervisor and your local Project Director as soon as possible before leaving or missing work-training. As with other types of absences, the Participant may make up the missed hours with-in the same pay period.

Grievance Procedure

SCSEP Grantees are required to provide the Participant with a formal process to file a grievance or complaint. Any SCSEP Participant who believes that he/she is the victim of harassment, discrimination, or dangerous/abusive treatment, must begin following the procedure steps as soon as possible following the event. During your orientation and enrollment appointment, all termination processes for the following Grievance Procedure will be explained to you by the Project Director.

As noted earlier, VANTAGE Aging administers SCSEP Programs funded directly by the U.S. Department of Labor and as a sub-grantee of the Ohio Department of Aging. The Project Director, will check the appropriate **box** with an ‘X’ to let the Applicant or the Participant know which Grievance Procedure applies to them.

VANTAGE AGING**Senior Community Service Employment Program**

Sue Henige, Complaint Officer

2279 Romig Road**Akron, OH 44320****□ DOL VANTAGE Aging TITLE V TRAINEE GRIEVANCE PROCEDURE**

In accordance with the VANTAGE Aging Title V Program, any Applicant or Participant may file a grievance if he/she believes him/herself to be the subject of discrimination on the grounds of race, creed, color, sex, age, disability, national origin, religion, political affiliation, ethnicity, sexual orientation, HIV Infection, AIDS Related Complex or AIDS. In addition, a grievance can be filed if an Applicant or Participant believes him/herself to be the subject of differential, irregular, or illegal treatment.

The steps of the grievance procedure are as follows:

Step 1 -- The Participant/Applicant [hereinafter referred to as "Complainant"] who has a grievance will *VERBALLY* discuss the grievance with the local Project Director within five working days after knowledge of the grievance or reason for the grievance has occurred. The Project Director will attempt to act on or resolve the grievance within five working days.

Step 2 -- If the Project Director fails to act on or resolve the grievance within five working days, it may be submitted by the Complainant, *IN WRITING*, to the Assistant Vice President for Workforce Operations of VANTAGE Workforce Solutions, 2279 Romig Road, Akron, OH 44320, within five working days.

Step 3 -- Upon receipt of the *WRITTEN GRIEVANCE*, the Assistant Vice President for Workforce Operations has five working days to act upon or resolve the grievance. If he/she fails to do so, or if the issue is not resolved to the satisfaction of the Complainant, the grievance may be submitted *IN WRITING* to the VP of Workforce Development of VANTAGE Workforce Solutions' Title V Program, 2279 Romig Road, Akron, OH 44320, within five working days.

Step 4 -- The VP of Workforce Development of VANTAGE Workforce Solutions' Title V Program shall have five working days to act upon or resolve the grievance. If he/she fails to do so, or if the issue is not resolved to the satisfaction of the Complainant, the grievance may be submitted *IN WRITING* to the President/CEO of VANTAGE Aging, 2279 Romig Road, Akron, OH 44320, within five working days.

Step 5 -- The President/CEO shall consider such *WRITTEN* communication and hold a hearing to discuss the grievance with the Complainant present. In addition to being present, the Complainant will also have an opportunity to call witnesses on his/her own behalf. This will take place within ten working days of notice to the President/CEO of VANTAGE Aging. The President/CEO will submit his/her decision within five working days.

Step 6 -- If the issue cannot be resolved, the Complainant may request, *IN WRITING*, a review of the issue by the Board of Directors of VANTAGE Aging, 2279 Romig Road, Akron, OH 44320, within five working days of the President/CEO's decision. The Board of Directors will respond within fifteen days of receipt of the *WRITTEN* request.

Step 7 -- If the issue alleging violations of law, other than discrimination, still remains unresolved within 60 days as a result of the combined complaint resolution procedure of a Project Sponsor (VANTAGE Aging), the Workforce Solutions Division, or Board of Directors described above, the Complainant may file the grievance with the: United States Department of Labor, Division of Older Worker Programs, Employment and Training Administration, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

U. S. Department of Labor Review

U.S. Department of Labor regulations which govern the Senior Community Service Employment Program (SCSEP) (20 CFR 641.910 (b)) provide that except for complaint alleging violations of the law for complaint alleging discrimination as described in Section 12 of this Policy and Procedure, the department shall limit its review to determine whether the appeals' procedures of a the Project Sponsor, the VANTAGE Aging, Title V Program, were followed.

Step 8 -- A complaint alleging discrimination on the basis of race, creed, color, sex, age, disability, national origin, religion, political affiliation, ethnicity, sexual orientation, HIV Infection, AIDS Related Complex, or AIDS which is not resolved within 60 days as a result of the combined complaint resolution procedure of a Project Sponsor (VANTAGE Aging), the Workforce Solutions Division, or the Board of Directors described above, may be filed with: Director, Office of Civil Rights, U.S. Department of Labor, (Room N-4123, 200 Constitution Avenue, NW,) Washington, D.C. 20210.

□ OHIO DEPARTMENT OF AGING V TRAINEE GRIEVANCE PROCEDURE

Ohio Department of Aging SCSEP Grievance Policy (101.0)

PURPOSE

The purpose of this policy is to provide employees, sub-grantees, participants and applicants with a formal procedure for resolving grievances related to Ohio Department of Aging's (ODA) Senior Community Services Employment Program (SCSEP) funded by the U.S. Department of Labor (DOL).

POLICY

The Ohio Department of Aging ensures that all ODA SCSEP employees, sub-grantees, participants and applicants are informed of both their right to file a grievance, the grievance procedure, and any decisions made regarding their grievance, including the rationale behind such decision. Further, ODA ensures that all employees, sub-grantees, participants and applicants participating in the SCSEP program administered by ODA are treated fairly and that all decisions made regarding their grievances are made objectively and in accordance with programmatic requirements and expectations.

This policy does not apply to complaints and grievances related to SCSEP programs operated in Ohio by providers funded directly by DOL.

ODA and sub-grantee employees must follow their agency's respective employment, equal opportunity and grievance policies and procedures. Sub-grantees are required to follow procedures contained in the Request for Proposal and/or state law to resolve disputes with ODA.

SCSEP applicants or participants having a complaint pertaining to their participation in the Workforce Investment Act (WIA) and/or Workforce Innovation and Opportunity Act (WIOA) programs administered by the Ohio Department of Job and Family Services must address those concerns at the local Ohio Means Jobs (OMJ) center where the service was initiated. Contact information for the OMJ sites can be found at <http://ifs.ohio.gov/owd/wia/wiamap.stm>

PROCEDURE

Any applicant or participant may file a grievance with ODA if he/she believes him/herself to be subject to be differential, irregular or illegal treatment. In addition, any applicant or participant may file a grievance with ODA, DOL or other civil rights agencies if he/she believes him/herself to have been subject to discrimination on the grounds of race, creed, color, sex, age, disability, national origin, religion, political affiliation, ethnicity, sexual orientation, HIV Infection, AIDS Related Complex or AIDS.

The steps of the grievance procedure are as follows:

1. Except as otherwise provided in Paragraph 5, a Participant/Applicant (here referred to as "Complainant") who has a grievance will VERBALLY discuss the grievance with the sub-grantee's Local Project Director within five working days after knowledge of the grievance or the reason for the grievance has occurred. The Project Director will attempt to act on or resolve the grievance within five working days after discussing the grievance with the participant or applicant. The Project Director will provide the participant or applicant with his/her decision in WRITING.
2. If the sub-grantee's Project Director fails to act upon or resolve the grievance to the satisfaction of the complainant within five working days of receiving the grievance, the Complainant may submit the grievance, IN WRITING, to the SCSEP Program

Administrator, Ohio Department of Aging, 246 North High Street, First Floor, Columbus, OH, **43215-2406**, within ten working days of receiving the Local Project Director's decision or time the five-day limit the Project Director had to act or resolve the grievance.

3. Upon receipt of the Written Grievance, the ODA SCSEP Program Administrator has five working days of receiving the grievance to act upon or resolve the grievance. The ODA SCSEP Administrator will provide the participant or applicant with his/her decision IN WRITING. If he/she fails to do so, or if the issue is not resolved to the satisfaction of the Complainant, the Complainant may submit the grievance IN WRITING to the Director of the Ohio Department of Aging, 246 N. High Street, 1st Floor, Columbus, Ohio, 43215-3363, within ten working days of receiving the SCSEP Program Administrator's decision or time limit the SCSEP Program Administrator had to act to resolve the grievance.
4. The Director of the Ohio Department of Aging or his/her designee shall have five working days of receiving the grievance to act upon or resolve the grievance. The ODA Director or his/her designee will provide the participant or applicant with his/her decision IN WRITING. If he/she fails to do so, or if the issue is not resolved to the satisfaction of the Complainant, the Complainant may file the grievance with the United States Department of Labor, Division of Older Worker Programs, Employment and Training Administration, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

U.S. Department of Labor regulations, which govern the SCSEP (20 CFR 641.910 (b)), provide that, except for complaints alleging violations of the law or complaints alleging discrimination, the U.S. Department of Labor shall limit its review to determine whether the appeals procedure of the Ohio Department of Aging and its sub-grantees were followed.

5. A complaint alleging discrimination on the basis of race, creed, color, sex, age disability, national origin religion, political affiliation, ethnicity, sexual orientation, HIV Infection, AIDS Related Complex, or AIDS which is not resolved as a result of the combined complaint resolution procedure of the sub-grantee or Ohio Department of Aging, may be filed with the Civil Rights Center, U.S. Department of Labor, Room N- 4123, 200 Constitution Avenue, NW, Washington, D.C. 20210. **However, the Complainant can file a complaint alleging discrimination to the U.S. Department of Labor, U.S. Equal Employment Opportunity Commission, John W. Peck Federal Office Building, 550 Main Street, 10th Floor, Cincinnati, Ohio 45202 and/or Ohio Civil Rights Commission, 30 East Broad Street, 5th Floor, Columbus, Ohio 43215 at any time within the respective agencies' statute of limitations.**

Authority/Basis: 45 CFR 1321.11; 20 CFR 641.910

Date: 6-22-15

Holidays

There are no paid holidays for Participants enrolled in the Senior Community Service Employment Program. If the Host Agency is closed on the day that a participant is normally scheduled to be at his/her work-training assignment, the Participant may make up the hours. However, the hours may only be made up during the same pay period with the approval of the Work-Training Site Supervisor.

Host Agency Orientation

The Host Agency Supervisor will provide an orientation for all Participants upon their first day of Work-Training. This orientation will include, but is not limited to:

- information on the Agency background and purpose,
- the services it provides to the community,
- the location(s) and use of fire extinguishers and alarms,
- the posted designated route(s) of escape in the event of a fire,
- a review of all other severe weather and disaster action plans.

Job Search Log

Participants will complete a Job Search Log for all Job Search Activities assigned by the Project Director.

- A Participant may be assigned to complete a certain number of employer contacts each pay period, requiring the completion of a job search log;
- A Participant may be assigned to a “16/4 split,” where the Participant will be at the Work-Training Assignment for 16 hours a week and have 4 hours a week of paid job search activity: requiring the completion of a separate time sheet for job search hours and a job search log;
- A Participant may be assigned to total paid job search activity: again requiring the completion of a time sheet for job search and a job search log.

The Project Director will instruct the Participant in allowable job search activities that meet the guidelines for payment.

Jury Duty or Court Summons

When a Participant is summoned to serve Jury Duty, he/she will be paid for the normally scheduled Work-Training Assignment hours for that day as follows:

- The Participant must attach to his/her time sheet a statement signed by an appropriate Court Officer;
- The amount received from the court will be deducted from the daily earnings, not to exceed the total daily earnings;
- This does not apply if the Jury Duty occurs at some time other than when the Participant is regularly scheduled to be at the Work-Training Assignment in the SCSEP.

A Participant must honor any and all subpoenas or summons for court appearance issued to him/her including cases of Workers' Compensation, Unemployment Compensation Hearings, and summons due to personal involvement such as a traffic violation. Participants will not be paid for training missed due to such subpoenas or summons.

However, as with other types of absences, the Participant may make up the missed hours within the same pay period, if possible.

Leave of Absence (LOA) Policy

Participants may take a leave of absence from their Work-Training Site with the approval of the local Project Director, and adequate notice must also be given to the Work-Training Site Supervisor. A leave may be granted for up to 30-days. A Participant who is unable to return to the Work-Training Assignment within 30 days will be exited from the SCSEP. At such time as the Participant is able to return, he/she will be considered for re-enrollment, but re-enrollment is not guaranteed. If this LOA was the result of a health related problem, the Participant must also present a "Return to Work Release" notice signed by a physician and stating the specific date the Participant is permitted to return to the SCSEP.

Mail / E-mail / Voice Mail / Cell Phone Use

The address for VANTAGE Aging, your local VANTAGE Workforce Solutions office, or your Work-Training Site is not to be used for personal mail. Mail equipment, postage, and mail supplies are not to be used. Your Supervisor may allow limited e-mail use. Agency voice mail should not be used for personal messages. Your cell phone should not be used to make personal calls when you are at your Work-Training Assignment. Excessive use of your cell phone on assignment is cause for exit from the SCSEP.

Maintenance of Effort

SCSEP regulations state that the Work-Training Assignments provided by Host Agencies are to “Create new and/or expand existing community services,” only. These Community Service Assignments:

- must only be in addition to budgeted employment which would otherwise be funded by the host agency without assistance under Title V;
- should result in an increase in employment opportunities in addition to those which would otherwise be available;
- must not result in displacement of currently employed workers, including partial displacement such as reduction in hours on non-overtime work, wages, or employment benefits;
- must not impair existing contracts for service or result in the substitution of these federal funds for other funds in connection with work that would otherwise be performed;
- shall not substitute work-training assignments for existing federally-assisted jobs;
- shall not assign or continue to assign a Participant to perform duties which are the same or substantially the same as that performed by any other person who is on layoff.

Should any Host Agency, due to funding changes, lay-off paid staff, the local Project Director will review the Work-Training Assignment Description(s) of Participant(s) assigned to said Host Agency to determine whether any assignment will now constitute Maintenance of Effort. Upon completing this review, the local Project Director will remove any such Participants/assignments from that Host Agency whose work-training assignment descriptions constitute Maintenance of Effort. SCSEP Participants may not be assigned to those duties for two years after such lay-off has occurred.

Should it be determined by VANTAGE Aging and/or the DOL that a Participant has been working in a Maintenance of Effort assignment, the entire wages and fringes spent on the Participant(s) in the assignment(s) so determined at any Host Agency must be repaid to the DOL SCSEP Program for the duration (all months and/or years) of such assignment(s). All efforts will be made to retrieve these monies from the said Host Agency.

Mileage

A Participant will be paid mileage if there is a need to travel over 15 miles, each way, to a Quarterly Meeting or Training Activity. To be reimbursed for mileage for a Quarterly Meeting or Training Activity, a Participant must submit a VANTAGE Aging’s Mileage Report showing the total miles driven each way. Payroll will make the appropriate calculations for reimbursement. Reimbursement will be for miles in excess of 15 miles each way. No one is paid for the first 15

miles. In addition, proof of auto liability coverage, as set by the State of Ohio, and a copy of a valid driver's license must be on file at VANTAGE Aging. To save money, we request that Participants try to car pool to meetings whenever possible.

If a Participant has relocated to this State, "the State of Ohio provides no specific 'grace period' for converting your out-of-state driver's license to an Ohio license. Once you have become an Ohio resident (taken a job, signed a lease, bought a home, registered to vote, etc.) you are obliged to obtain an Ohio license as soon as possible. Historically, Ohio courts and police agencies have considered 30 days the maximum limit. Ohio law prohibits possession of more than one valid license."

The Host Agency must pay for any mileage required in performing any regular Work-Training Assignment duties. In this case, a Participant must also supply proof of auto liability coverage, as set by the State of Ohio, and a copy of a valid driver's license. Additional coverage may be required. Should the Participant's work-training assignment description include driving a Host Agency Vehicle, the Host Agency must assure that their vehicle Liability Insurance includes coverage for the Participant (any assigned/designated driver).

Nepotism

No host agency can serve as a worksite for a participant in a SCSEP community service assignment if a member of that person's immediate family is engaged in a decision-making capacity (whether compensated or not) for that host agency.

One-Stop Registration

Participants in SCSEP are required to register at the Local County Ohio Means Jobs office for employment services immediately upon enrollment in SCSEP and to supply the Project Director with verification of registration as stated in the IEP. In addition, Participants are required to update their enrollment a minimum of every 120 days to remain active in the Job Matching System while in the SCSEP and/or until unsubsidized employment is secured.

Obligation to Find Employment

SCSEP Participants are required to seek employment as a condition of participation in SCSEP, and each IEP specifies the agreed upon steps to be taken in this pursuit. Failure to meet the obligation to seek and find employment will result in exit from the SCSEP Program. The following activities are required:

- Attendance at meetings and trainings as agreed;
- Rotational assignments (work-training sites) as applicable to meet the goals of the IEP;

- Commitment to employment – applying for jobs, using available resources to identify opportunities, participating in job seeking skill workshops or Job Club, taking classes to enhance skills and marketability, etc.

Outside the SCSEP Program Employment

Applicants must be unemployed at the time of application. If a Participant becomes employed, either full or part-time, while enrolled, he/she will be immediately exited from the SCSEP as having obtained unsubsidized employment.

Participation in the Foster Grandparent Program, the Senior Companion Program, the Senior Demonstration Programs, and the Retired Senior Volunteer Program are not considered employment under the SCSEP. Participants may not be assigned to a work-training assignment where they are volunteering in one of these programs.

Overtime and Volunteering at Host Agency

Overtime is not permitted under SCSEP regulations. Participants may not exceed 40 hours in any one week at the Work-Training Assignment, nor may Participants exceed 40 hours in any one pay period. Work-Training Sites are not permitted to provide any form of additional compensation to SCSEP Participants. Such compensation is considered unsubsidized employment which requires the exit of the Participant.

Volunteer work should not occur in the host agency where the Participant is assigned. In the context of an assignment, it is often very difficult to determine whether volunteer work is truly voluntary. Wage and hour laws would require payment of such labor for an employee (that is, an employer cannot pay an employee for certain hours of work and accept additional hours of work as volunteered), and the SCSEP regulations require that Participants be paid for all community service work. For these reasons, the Participant should only volunteer at an organization other than his or her own host agency. Participants will not be assigned to a Host Agency where they are actively volunteering or have volunteered in the past.

Paid Time Off / Vacation/Sick Time

There is no paid vacation, paid time off, or paid sick leave for SCSEP Participants. SCSEP Participants may make up missed hours or days during the same two-week pay period without loss of hours/compensation. However, if this is not possible, only absences for illness may be made up during the next pay period, not to exceed a total of 40 hours on assignment in any one week (our pay weeks are Saturday through Friday). All absences must be approved by the local Project Director and the Work-Training Site Supervisor prior to making up missed time. In addition, the Work-Training Site Supervisor must determine that there is enough work for the hours to be made up. If the lost time for absences other than sick time cannot be made up

during the same two-week pay period, they will not be able to be made up. Loss of time for sick time cannot extend beyond two consecutive pay periods. Banking of hours is prohibited and constitutes falsification of a time sheet or fraud, and is cause for immediate exit of the Participant from SCSEP and possible cancellation of the Host Agency Agreement.

Pay Checks, Direct Deposit, and Earnings Statements

VANTAGE Aging operates a computerized payroll system based on a two-week schedule. A Participant may select either to receive a paycheck by mail or by direct deposit in a checking or savings account at a bank. New applications for direct deposit are processed quarterly. After submitting a request for direct deposit, a Participant will be notified two weeks prior to the conversion to direct deposit.

Pay Checks and Direct Deposit Statements are Mailed on the Wednesday prior to each Payday Friday. There are a total of 26 pay dates per year. It takes two weeks to process a time sheet. This means a Participant will receive a check two weeks after turning in a time sheet and every two weeks thereafter as long as the Participant is in the Program and submits time sheets by the processing deadline: by 5 pm the Monday following the end of a pay period.

Personal Appearance

SCSEP Participants are expected to adhere to work-training site dress codes and norms. You are advised to dress appropriately and exercise excellent hygiene as it improves how people perceive you and results in a better work-training environment. Your local Project Director should be able to refer you to a Dress for Success or similar agency to get appropriate clothing at little or no cost.

Physical Examination

Each Participant shall be offered the opportunity to take a physical examination after enrollment (start of work-training assignment) and annually. The physical is a fringe benefit and not an eligibility criterion. The current maximum allowable reimbursement for “out-of-pocket” expenses is \$70.00. Individuals submitting their receipts for reimbursement are required to submit them to the payroll department within 10 days of the exam. The results of the physical exam are the private property of the Participant. The Participant may, at his/her option, provide a copy of the exam results to VANTAGE Aging. A Participant may waive the physical exam, which will be documented through a signed waiver.

Physician's "Return to Work Notice"

A physician's "Return-to-Work Notice" may be required when a Participant is absent due to an injury resulting in an emergency room visit or hospitalization even if it occurs over the week-end. In addition, such a "return-to-work notice" may be required for multiple days of absence due to illness.

Political Activities

Projects that are funded by SCSEP may not involve political activities. SCSEP Participants and SCSEP Staff are not permitted to engage in partisan or non-partisan political activities during Work-Training Assignment hours. Political Activities are defined as "partisan association or affiliation with one particular political party" and refers to participation in campaigns or elections involving primaries, partisan ballots, or candidates.

Participants are not permitted to participate in any of the following during Work-Training hours;

- Soliciting or selling political party tickets;
- Engaging in partisan political activities in which they represent themselves as a spokesperson of the SCSEP program of the Ohio Department of Aging (ODA) or VANTAGE Aging;
- Campaigning by writing literature, distributing materials, or making speeches on behalf of a candidate for partisan political office;
- Engaging in activities at the polls, such as soliciting votes;
- Lobbying to influence in any way any member of Congress or the Ohio General Assembly.

Participants are permitted to participate in any of the following when they are not at the Work-Training Site:

- Registration and voting;
- Expressing their personal opinion;
- Voluntarily contributing to candidates or organizations;
- Attending open political rallies;
- Signing nomination petitions in support of individuals;
- Displaying signs or wearing political badges or buttons.

Participants may work on Election Day at the polls for a County Board of Elections only if this procedure is followed:

1. The Participant does not perform his/her Work-Training Assignment at the Host Agency at any time on that day;
2. The Participant advises his/her Work-Training Assignment Supervisor and the local Project Director in advance.

Political Activities and Participant involvement are governed by Chapter 15 of Title V of the United States Code and by the Policies and Procedures of the Ohio Department of Administrative Services, Division of State Personnel. Questions concerning the United States Code should be made in writing to the Inspector General, U.S. Department of Labor, Washington, D.C. All other questions concerning partisan politics or involvement with any candidate for partisan elected office should be addressed to the local Project Director prior to any involvement.

Prohibited Additional Compensation

No reward, gift, or other form of compensation shall be received from any source for a SCSEP Participant's performance of his/her duties. This means that SCSEP Participants are prohibited from accepting additional work hours (with or without pay) or any other form of bonus. Again, this would be considered employment and would require the exit of the Participant from SCSEP as employed.

Reassignment (Transfer) Policy

Periodically, the SCSEP Participant may be required to transfer work-training assignments due to any one or a combination of factors, which include, but are not limited to:

- Fulfillment of IEP goals, the establishment of new goals or modifications of existing goals;
- Work-Training Site changes that require modification or elimination of training opportunities. This may happen when the "Work-Training Assignment Description" (WTAD) or the Host Agency Agreement between the SCSEP Program and the Work-Training Site is modified or terminated. Changes in the WTAD may not always allow for 30-day notice of impact to SCSEP Participants.
- Changes in SCSEP funding or the non-profit status of the Work-Training Site;
- General performance of the Participant and/or problems with the Work-Training Site;
- Re-evaluation of the Participant's skills and aptitudes that indicates a change in the Work-Training Assignment.

Notice of reassignment will be provided to the Participant and will include changes to the IEP. As such, the Participant should fully participate in the IEP changes and be fully aware of impacts to work-training assignments. Notification of pending changes will be provided to both the work-training site and the Participant at least two weeks in advance whenever possible. Changes in program funding or the status of a work-training site may require immediate reassignment.

Referral of SCSEP Candidates

Local County One-Stops and Host Agencies are encouraged to refer candidates that appear to meet the requirements of SCSEP to the local Project Director. However, the enrollment, assignment of Participants to Work-Training Sites, transfers and exits are the sole responsibility of the Project Director in concert with the Participant's IEP.

Required Meetings

Project Directors may require Participants to attend regular meetings during the Program Year. The Project Director will notify both the Participant and the Work-Training Site Supervisor of the date and time of each required meeting at least two weeks in advance. Participants are required to attend these meetings. Participants who fail to attend these meetings are subject to disciplinary actions including a Warning Letter and Exit from SCSEP for cause. These meetings provide information and training that is helpful to the Participant, his/her health, safety, victim assistance, and activities leading to his/her unsubsidized employment.

Safety at the Work-Training Site

SCSEP holds safety as a critical program element. The safety and welfare of Participants is paramount. No task is so urgent that time cannot be taken to do it safely. Participants and Work-Training Sites are expected to exercise good judgment in preventing accidents. The following requirements should be followed at all times:

1. Follow every precaution and safety rule at the work-training site.
2. Report any accidents to your local Project Director. He/she will contact the HR person at the National VANTAGE Aging Office to get the Workers' Comp. process started. FIRST, seek first aid and support for any injuries, however minor they may seem; then report the accident to both your work-training site supervisor and your Project Director.
3. Report any unsafe conditions, equipment, or practice at the work-training site to your Project Director.
4. Read safety precautions provided by the program and the work-training site.

5. Use all personal protective equipment required for the tasks being performed, as well as protective/appropriate clothing.
6. Accept any opportunities to serve on safety committees, attend safety training sessions, and otherwise promote safe working conditions for yourself and co-workers.

The Local Project Director will conduct an Annual Site Safety Inspection as required by SCSEP. Any problems observed during this inspection will be noted in the report, and the Host Agency will be given directives for correcting the findings and time frames for completing these corrections. Failure to handle these corrections with-in the prescribed time frames will result in termination of the Host Agency Agreement and re-assignment of all Participants.

Sick Leave Policy

Absences for illness may be made up during the current pay period or, if necessary, during the immediately following pay period, not to exceed a total of 40 hours on assignment in any one week (our pay weeks are Saturday through Friday).

Smoking

Smoking is prohibited in all VANTAGE Aging's facilities and vehicles. Participants are expected to follow the smoking policies of the Work-Training Site and VANTAGE Aging. If smoking is allowed at all, it should be kept to breaks. Taking frequent smoking breaks abuses the privilege of having breaks, limits your ability to perform the tasks associated with your work-training, and will likely lower your performance evaluations--affecting your ability to obtain unsubsidized employment.

Supervision at the Work-Training Assignment

The Host Agency must provide adequate supervision for Participants. If the assigned Supervisor is not on hand, there must always be a back-up staff person present. No Participant should be the only representative on the premises at any Host Agency. In addition, no Participant may supervise another Participant or any other worker at the Host Agency. Supervision is a staff assignment and Participants may not provide supervision services as part of their work-training assignment.

Term of Project and Participation

Current funding for the SCSEP Program and VANTAGE Aging, is only assured for one year at a time. While we anticipate continued funding, this funding is not guaranteed.

Funding may be shifted to different organizations or areas when SCSEP positions are put out for bids. In this case, Participants may find that they will be transferred to other sponsors of SCSEP. Whatever the circumstances, SCSEP Participants are urged to take advantage of the services and training provided, and to seek unsubsidized employment in a timely manner.

Termination/Exit (SCSEP – Notice of Involuntary Termination)

This termination/exit procedure applies to VANTAGE Aging' Participants funded directly by the U. S. Department of Labor and as a sub-grantee of the Ohio Department of Aging. VANTAGE Aging Inc. will provide each Participant a written copy of the termination policy, as outlined in our SCSEP Manual, at the time of enrollment. The termination policy will be verbally reviewed with each Participant and the Participant will sign an Orientation Form acknowledging receipt of the termination policy, grievance procedure, and other program information. The Participant's signature also acknowledges that VANTAGE Aging's staff has fully explained, to the Participant's satisfaction, all items listed on the Orientation Form.

The Termination Policy will be followed fairly and equitably when terminating Participants. Participants will not be terminated based on age; there is no upper age limit for participation in the Senior Community Service Employment Program. Participants being exited for cause will be given the opportunity for corrective action through a three-step progressive discipline process prior to an involuntary termination except in cases involving fraud, serious harm, or imminent threat to the health, safety, property, self, or others.

Involuntary Termination Policy – All involuntary terminations will be consistent with the administrative guidelines issued by the U. S. Department of Labor. All termination notices will be provided to SCSEP Participants 30 days before the termination becomes effective and will inform Participants of their right to appeal the termination using VANTAGE Aging's Grievance Procedure. Each Participant will also receive a copy of the grievance procedure with their 30-day termination notice. Appropriate referrals may also be made to other potential sources such as the One-Stop delivery system to assist the Participants in finding employment or other supportive services that can lead to self-sufficiency.

There are (6) six reasons for an involuntary termination:

1. **Fraud:** Participant knowingly provided false information and was incorrectly declared eligible - If at any time VANTAGE Aging determines that a Participant was incorrectly declared eligible as a result of false information knowingly provided by the Participant, VANTAGE Aging will immediately give the Participant a 30-day written notice explaining the reason(s) for the termination and will terminate the Participant 30 days after it has provided the Participant with the written notice. The Participant will be immediately removed from the training site and placed on a 30-day unpaid leave of absence during the 30-day notice period prior to termination.

2. Ineligibility at recertification - If VANTAGE Aging determines through the recertification process that a Participant is no longer eligible for SCSEP, VANTAGE Aging will immediately give the Participant a 30-day written notice explaining the reason(s) for the termination and will terminate the Participant 30 days after it has provided the Participant with the written notice. The Participant will be permitted to continue training at the Host Agency site during the 30-day notice period prior to termination.
3. VANTAGE Aging incorrectly determined a Participant to be eligible through no fault of the Participant - If at any time VANTAGE Aging determines that a Participant was incorrectly declared eligible through no fault of the Participant, VANTAGE Aging will immediately give the Participant a 30-day written notice explaining the reason(s) for the termination and will terminate the Participant 30 days after it has provided the Participant with the written notice. The Participant will be permitted to continue training at the Host Agency site during the 30-day notice period prior to termination.
4. Participant reaches individual durational limit and no extensions are available - A Participant will be terminated when he or she meets the 48-month Individual Durational Limit. VANTAGE Aging will give the Participant a written notice 30 days before the 48-month maximum participation date explaining the reason(s) for termination and will terminate the Participant 30 days after it has provided the participant with the written notice. The Participant will be permitted to continue training at the Host Agency site during the 30-day notice period prior to termination.
5. Participant is found to be employed while enrolled in SCSEP- If at any time a Participant is found to be employed while enrolled in SCSEP without notifying VANTAGE Aging of the employment, VANTAGE Aging will immediately give the Participant written notice explaining the reason(s) for termination and will terminate the Participant 30 days after it has provided the Participant with written notice. The Participant will be immediately removed from the training site and placed on leave of absence without pay during the 30-day notice period.
6. For cause as approved by the Department of Labor – Participants may be terminated for willful misconduct, including intentional violations of reasonable program rules and directives, or for failure to comply with the terms of their Individual Employment Plan without good cause. Examples of the kinds of behavior that warrant termination include:
 - a. Refusal to attend mandatory meetings such as quarterly meetings, IEP updates, and other scheduled meetings with agency staff, host agency supervisors, or other training providers;
 - b. Refusal to complete and properly document on the Job Search Log the designated number of employer contacts every pay period as described in the Participant's IEP;

- c. Refusal to participate in the IEP process and/or refusal to adhere to the action plan as outlined in the IEP without good cause;
- d. Refusal to accept supportive services that will enhance the Participant's community service assignment and employability consistent with the IEP without good cause;
- e. Refusal to accept three job offers or referrals for employment consistent with the Participant's IEP without good cause or extenuating circumstances and/or sabotaging an interview, for example by stating that he/she will not take the job, telling the interviewer that he/she does not want to find a job, or that he/she is unqualified for employment;
- f. Refusal to cooperate in establishing eligibility during recertification;
- g. Intentional falsification of hours on a time sheet, the documentation on the job search log, or other official records;
- h. Refusal to accept a different Work-Training Assignment without good cause;
- i. The unlawful manufacture, distribution, dispensing, possession or use of controlled substances while on assignment at any Host Agency or training site assigned by VANTAGE Aging or being under the influence of alcohol and or drugs, while performing the host agency assignment or while carrying out objectives required by the IEP. Legally prescribed medications are excluded if they do not affect the Participant's ability to perform his or her duties or the safety of the Participant or others;
- j. Violation of state laws affecting workforce safety such as smoking bans in public buildings or prohibition on carrying concealed weapons into designated public facilities;
- k. Insubordination – intentional refusal to carry out the direct instruction of a supervisor or VANTAGE Aging's staff provided there were no extenuating circumstances;
- l. Refusal to maintain confidentiality or to comply with the work-training site's policies;
- m. Theft, abuse, damage, or willful disregard for work-training site property, equipment, or supplies; intentionally taking or withholding the property of another without permission;
- n. Intentional disregard of safety practices;
- o. Being absent more than three times during a 30-day period without notifying the Host Agency supervisor or a pattern of unexcused absences or tardiness without good cause or extenuating circumstances;
- p. Rude, obscene, or abusive behavior or language and/or abruptly walking off work-training assignment;

- q. Unwillingness to perform the assigned duties without good cause or extenuating circumstances;
- r. Conviction of a felony or any criminal drug statute for a violation occurring in the workplace while on or off duty, or while away from the workplace.

Disciplinary /Termination Process

VANTAGE Aging has a three-step progressive disciplinary process for involuntary terminations “for cause” of SCSEP Participants.

Step one – Documented Verbal Warning. The Project Director will discuss the problem with the Participant and make specific suggestions about the kind of behavior or performance that is expected.

Step two – Written Warning. If the Participant for a second time displays behaviors or conduct outlined in the reasons for “for cause” terminations or refuses to comply with the IEP requirements, the Project Director will meet with the Participant to discuss the situation and a written warning will be given to the Participant. The Participant is free to make any written comments on the warning as part of the permanent record. Both the Project Director and the Participant sign the written warning acknowledging the presentation and receipt of the document. The Participant will receive a copy of the warning and the original will be placed in the Participant’s file. The written warning will state the problem as well as the expected outcomes.

Step three – 30-day Termination Notice - If additional problems continue, as outlined in the “for cause” section of our termination policy, the Participant will receive a 30-day termination notice informing him or her of the reason(s) for the termination. The Participant will also receive a copy of our grievance procedure including information that he or she has the right to appeal the decision. The Participant will be immediately removed from the training site and placed on a 30-day unpaid leave of absence during the 30-day notice period prior to termination.

Termination/Exit (Work-Training Site)

Participants are expected to give the customary two-week advance notice when exiting from their work-training site assignment position. Exiting from the position without advance agreement with your Project Director, or in accordance with your IEP may result in your exit for cause from the SCSEP Program.

If you experience problems at your work-training site, report them immediately to your Project Director. He or she will investigate the problem and work at rectifying the situation, or a transfer may be necessary. The Participant may be put on “Administrative Leave” while a suitable work-training site is identified or developed that will meet the goals and plan in his/her IEP.

A Work-Training Site Supervisor has the right to refuse to allow the Participant to continue the Work-Training Assignment at the Host Agency. He/she is not required to give notice. In this case, the Project Director will need to investigate the situation, request a written statement from the Supervisor describing what transpired to bring him/her to this decision, and may put the Participant on “Administrative Leave” until a suitable work-training site is identified or developed that will meet the goals and plan in the IEP. If Participant Conduct has been a problem, the Participant may be exited for cause.

Time Sheets / Time Reporting

Each Participant is responsible for filling out a time sheet on a daily basis. Both the Participant and the Work-Training Site Supervisor (or Alternate Supervisor) designated on the Host Agency Authorized Signature Form, ONLY, may sign the time sheet to verify that the hours reported are the correct hours actually on the assignment during that particular pay period. Time sheets will not be accepted without the supervisor’s signature and his/her tally of direct supervision hours [not to exceed 20% of the hours reported]. This is required for the In-Kind Match for the DOL Grant.

Time sheets must be faxed and received in the Payroll Office no later than 5 pm the Monday following the end of a pay period to ensure timely processing.

Should a Supervisor or Alternate Supervisor at the Host Agency change, the Project Director must be notified before a time sheet is submitted, and the new Supervisor’s or Alternate Supervisor’s signature and income information (on both the Authorized Signature Form and the Supervision Report) must be submitted to the Project Director and Payroll, so that the time sheet can be processed. Time sheets without Authorized Supervisor Signatures in the VANTAGE Aging data base will not be processed.

Neither the Participant nor the Supervisor may sign for the other person. Signatures followed by initials of another person will not be accepted. Time sheets may not be signed and faxed (submitted) prior to the hours on the time sheet having been worked; such time sheets will be paid up to the faxing date and time, ONLY. Days/hours not paid because they were not yet worked will have to be re-submitted on a new timesheet after the days/hours have been worked in order to be paid.

REMEMBER: Time sheets are legal documents:

1. Submitting time sheets that report hours that were not actually worked constitutes falsification of a legal document (or fraud).
2. Submitting time sheets with more hours recorded than have been approved by the SPONSOR, is prohibited.
3. A Participant may not sign a supervisor’s name to a time sheet.

4. If a Participant returns to the work-training assignment *prior* to submitting the requested “return-to-work notice” OR *before the designated date* written on the “return-to-work notice” from the doctor, the Participant is considered to be at the work-training assignment *without permission*. In this case, the Participant and the Host Agency will be informed that the Participant must leave his/her work-training assignment immediately, and may not return to the work-training assignment until the “return-to-work notice” has been received by the local Project Director, or the return date has arrived.

In each case, the Project Director is required to present a Warning Letter Form (clearly explaining the infraction) to the Participant, who must sign the document in order to remain in the program. In addition, the Project Director will discuss the problem with the Supervisor and/or Host Agency Director, by phone or in person, to avoid future such incidents. Any future infractions will result in the immediate Exit of the Participant and the issuance of a formal warning letter and/or the voiding of the Host Agency Agreement.

To contact the Payroll Department:

The Payroll FAX number is: 1.330.535.2253 or emailed to: Payroll@vantageaging.org

If a Fax Machine or email is not available, time sheets may be sent to:

Attention: Payroll Coordinator

VANTAGE Aging

2279 Romig Road

Akron, Ohio 44320-2332

Training Site Closure

When a Work-Training Site is closed on a day that the SCSEP Participant would normally train, the Participant may, with the Supervisor’s approval:

- Adjust the training schedule to make up the hours (in the same two-week pay period);
- Make arrangements with the local Project Director for alternate training that day.

Training Site Hours

The immediate Work-Training Site Supervisor, along with the Project Director and the Participant, will arrange the work-training schedule. The normal workweek will generally consist of a 5-day, 20-hour week, except for nominal adjustments to ensure equivalent hours per two-week period. However, SCSEP Participants and work-training site supervisors should consult with the Project Director to ensure the work-training schedule aligns with the Participant’s goals, skills, and abilities as described in the IEP. State and Local rules regarding breaks must be followed, and break times may not be considered “paid training time.”

Withholding

By law there are certain deductions that must be taken from the Participant's pay, such as: State, City Income, and Social Security Taxes. Other deductions are voluntary, such as: United Way contributions or deposits to a Credit Union or savings account, or are legally required by court order like garnishment of wages.

Should a Participant need any additional information concerning a pay check or earnings statement, contact the Payroll Coordinator at 330-762-8666 or 1-800-554-5335, EXT. 158.

Workers' Compensation

VANTAGE Aging pays for Workers' Compensation coverage for all Participants. The extent to which a Participant's claim is covered, or *if* a claim is covered, is determined by the Ohio Bureau of Workers' Compensation. VANTAGE Aging has selected *Sheakley Unicom, Inc.* as its Managed Care Organization. Sheakley Unicom handles the medical management of our Workers' Compensation claims. Regardless of the location of the Participant, any work-training assignment related accident *must* be reported as soon as possible to the Host Agency and the Project Director. In addition to this an incident report must also be completed regardless of whether medical treatment is sought or required. Failure to comply with this policy may result in your claim being delayed.

Work-Training Assignments and Responsibilities

Each Participant will be oriented by both the Project Director and the Host Agency Supervisor at the proposed work-training assignment as described in the Work Training Assignment Description, after which the Participant will sign the Work-Training Assignment Description, acknowledging understanding and acceptance of the work-training assignment.

A Participant will not be asked to perform any duties that he/she is not capable of performing or do not appear on the work-training assignment or in the IEP. If the Participant does not perform the duties as assigned to the best of his/her ability, he/she will be subject to disciplinary action, including a warning letter and/or exit from the program.

If an offense is serious, a Participant may immediately be asked not to return to the Host Agency by either the Supervisor or the Project Director, and may be exited from SCSEP. The local Project Director will investigate all questions or incidents involving disciplinary action.

Glossary of Terms

The following terms are important for you to know and understand in this program. Refer to them as frequently as necessary and ask questions if in doubt.

PROJECT SPONSOR: The Social Service/Human Service Agency that contracts with the U. S. Department of Labor/Employment and Training Administration, and the Ohio Department of Aging to operate a Title V, SCSEP program. *In this case the Project Sponsor is VANTAGE Aging*

PROJECT DIRECTOR: The local representative of VANTAGE Aging who administers the SCSEP Program, including, but not limited to: recruiting Participants and Host Agencies; determining eligibility; enrolling and assigning Participants to Host Agencies; developing appropriate Work-Training Assignment Descriptions taking into consideration the needs and abilities of both the Host Agency and the Participant; providing customer service to Participants, Host Agencies, and Employers; monitoring, handling problems, generating warning letters, assuring program compliance; providing Quarterly Meeting training, unsubsidized placements, and exits.

PARTICIPANTS: The men and women enrolled in any Title V, SCSEP Training Program.

HOST AGENCY: The 501(c)(3) Non-Profit or Government Agency where Participants will be assigned for a minimum of 20 hours per week. This Agency does not employ (or pay) the Participant, but has agreed to be a work-training site with VANTAGE Aging's Senior Community Service Employment Program (SCSEP).

HOST AGENCY TRAINING SUPERVISOR: The person at the Host Agency who monitors the Participant's day-to-day activity. This person is the Direct Supervisor for the Participant's on-going work-training assignment and will train, as well as give feedback about performance, including completing periodic evaluations. The Supervisor or a designated alternate person must provide supervision coverage at the work-training assignment site at all times. The Supervisor also reports any accomplishments and problems to the Project Director and assists in developing training adjustments to meet the goals of the IEP.

JOB CLUB WORKSHOP: Job Seeking Skills Training Workshop is a two or three- week session conducted by VANTAGE Aging's Training Staff which teaches Participants the necessary job search skills (such as interviewing, resume writing, and job search strategies) to help secure Unsubsidized Employment.

TITLE V OF OLDER AMERICANS ACT: Community Service Employment for Older Americans (SCSEP) enacted to foster and promote useful part-time opportunities in community service activities for unemployed low-income persons who are 55 years or older and who have poor employment prospects in order to foster individual economic self-sufficiency and to increase the number of persons who may enjoy the benefits of unsubsidized employment.

TRAINING SPECIALIST: The local representative of VANTAGE Aging' Employment and Training Solutions who provides training and/or coordinates training for Participants of the Senior Community Service Employment Program (SCSEP) including, but not limited to: computer skills and soft skills training with a focus on job readiness, resume development, customer service, health care and other demand industries. Training Specialists also develop On the Job Experience training opportunities on behalf of SCSEP Participants.

WIOA: The Department of Labor program that funds Job Seeking Skills Training to help low-income individuals find Unsubsidized Employment, such as VANTAGE Aging's Job Club Workshops and One-Stops.

Locations

VANTAGE Aging Offices are maintained in eight (7) locations (in addition to having a presence in many One-Stop offices in Ohio) as shown below to more effectively support the mature adults, businesses, and organizations of the counties that we serve. Program funding and eligibility requirements vary for the residents of the counties served by these offices. All functions of this program must be coordinated through the Project Director at the office serving the county of residence or business location.

AKRON REGIONAL PROJECT

Corporate Headquarters
VANTAGE Aging
 2279 Romig Road, Akron, OH 44320
 Phone (330) 253-4597 or (330) 762-8666
 Fax: (330) 762-8644
 Toll Free: (800) 554-5335 TTD: (330) 996-7683
Serving Geauga, Lake, and Summit County

HILLSBORO REGIONAL PROJECT

VANTAGE Aging
 @ Ohio Means Jobs Highland County
 1575 N. High Street, Suite 402
 Hillsboro, OH 45133
 Phone: (937) 840-0055 Fax: (937) 840-0110
 Toll Free: (866) 340-0055
Serving Adams, Brown, Clermont, Clinton, Highland, Pike, and Ross County

CINCINNATI REGIONAL PROJECT

VANTAGE Aging
 644 Linn Street, Suite 935
 Cincinnati, OH 45203
 Phone: (513) 924-9100 Fax: (513) 924-0103
Serving Butler and Hamilton County

PORTSMOUTH REGIONAL PROJECT

VANTAGE Aging
 733 3rd Street, Suite 1
 Portsmouth, OH 45662
 Phone: (740) 353-5238 Fax: (740) 353-5827
 Toll Free: (866) 734-2301
Serving Athens, Gallia, Jackson, Lawrence, Meigs, Scioto, and Vinton County

COLUMBUS REGIONAL PROJECT

VANTAGE Aging
 3400 N. High Street, Suite 401
 Columbus, OH 43202
 Phone: (614) 586-1975 Fax: (614) 586-1978
 Toll Free: (866) 487-1687
Serving Clark, Fairfield, Fayette, Franklin, Hocking, Perry, and Pickaway County

YOUNGSTOWN REGIONAL PROJECT

VANTAGE Aging
 4495 Market Street, Suite 300
 Youngstown, OH 44512
 Phone: (330) 782-0978 Fax: (330) 782-1452
 Toll Free: (800) 472-8961
Serving Ashtabula, Mahoning, and Trumbull County

ELYRIA REGIONAL PROJECT

VANTAGE Aging
 @ Ohio Means Jobs Lorain County
 42495 North Ridge Road, Elyria, OH 44035
 Phone: (440) 324-3588 Fax: (440) 324-3590
 Toll Free: (800) 472-8832
Serving Ashland, Cuyahoga, Lorain, Medina, and Richland County

