Lewiston Auburn Water Pollution Control Authority

Internship and Temporary Employment Policies and Procedures Manual

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OVERVIEW: EMPLOYING TEMPORARY HELP

This policy and procedure manual is a resource guide for managers, supervisors, and human resources professionals. It provides guidance in hiring unpaid student interns and paid temporary workers (interns and non-interns).

A. TEMPORARY EMPLOYMENT AND INTERN POLICY

The provisions of the Temporary Employment and Internship Policies and Procedures Manual confer no new privilege, right of appeal, right of position, transfer, demotion, promotion, recall, reinstatement nor any other employment right or benefit for any individual. This manual does not constitute an express or implied contract. It provides general guidance that cannot form the basis of a private right of action. The principles and procedures set forth in this manual are subject to change and may be modified, suspended or revoked without notice in whole or in part.

In all cases, temporary employees will be required to follow all LAWPCA safety procedures and abide by all safety policies.

Part I UNPAID INTERN

A. PURPOSE

The LAWPCA supports internship programs that provide growth and learning opportunities to students in high school, college and trade schools, providing that the student is 18 years of age or older. This section provides the policy and processes for hiring and managing unpaid student interns.

Student interns are involved in education or training programs designed to provide students with professional experience in the furtherance of their education and training and are academically oriented for their benefit. Internships assist students in reaching their educational goals by giving them the opportunity to complement classroom instruction with exposure to a real world employment setting.

Student interns are at-will employees. The LAWPCA or the student intern may terminate the employment relationship without cause or prior notice.

The LAWPCA may employ unpaid student interns to perform work which will not:

- 1. Result in the displacement of regular employees;
- 2. Fill a vacant position;
- 3. Be used as a supplemental workforce to enhance or expand the normal tasks carried out at LAWPCA
- 4. Be primarily clerical in nature.
- 5. Conflict with Article 2.4 of the Collective Bargaining Agreement which reads, "The Authority agrees to discuss the duties of any people employed in a Public, Private, Federal, State or local program with the Union prior to the Authority's participation in such program. The Authority agrees that any intern or any person referenced in this section shall work with a Union Employee whenever possible and will not work independently on any project or production work normally performed by a union employee."

B. ESTABLISHING AN UNPAID INTERNSHIP FOR STUDENTS

An internship is a planned program to provide a student with a meaningful learning experience applicable to the student's field of study. This requires structured assignments coupled with appropriate supervision, evaluation, and feedback. Learning objectives will be developed when considering a student internship opportunity. It is beneficial to have clear job duties that identify the learning objectives or a defined project scope that demonstrates how the learning objectives for each individual will be met.

LAWPCA will accommodate unpaid interns when possible (i.e. sufficient staff to supervise, enough learning-based assignments available). Students will be accepted on a first-come first-served basis.

The procedure for establishing a student internship is as follows:

- 1. **Review Enrollment Criteria.** To qualify as a student intern, students must meet one of the three following enrollment criteria:
 - a. The candidate is currently enrolled as a student and has internship information provided by their school.
 - b. The student has been accepted into an educational institution (e.g., transitioning from high school to college); or
 - c. The student is not currently enrolled but is qualified to work during the summer break. The student must provide proof of continued future enrollment (e.g. enrollment in the fall will qualify).
- **2. Define the Work Plan.** Prior to accepting an unpaid intern, the LAWPCA should define a work plan for the intern designed to provide meaningful experience applicable to the student's field of study. Internship criteria may come with specific requirements and assignments from the intern's school.
- **3.** Management Review of the Work Plan. Prior to establishing an unpaid internship, management (Superintendent, Assistant Superintendent), union steward(s) and other relevant parties will review and discuss the work plan. A supervisor/mentor will be assigned during this meeting.
- **4. Advertise.** The LAWPCA may or may not decide to advertise unpaid intern employment positions in the newspaper, at colleges and/or online websites.
- **5. Complete the Hire.** Once the work plan has been developed and reviewed, the LAWPCA may proceed with hiring the unpaid intern.

C. LAWPCA'S RESPONSIBILITIES UPON HIRE – STUDENT INTERN

- 1. Provide Intern with Appointment Letter
- 2. **Attend Training.** All student interns must attend New Hire Safety Training before beginning the internship. All necessary training documents and waivers must be signed. Unpaid interns are covered under LAWPCA's current Workers' Compensation Policy.
- 3. **Begin Internship.** The intern's supervisor/mentor should review the work plan and provide an overview of what the student will be doing.

D. STUDENT INTERN POSITION MONITORING

The LAWPCA must regularly review the duties performed by student interns to ensure that they are engaged in meeting their learning objectives. It is recommended that the student intern provide a presentation and/or written report at the end of the internship to demonstrate how the learning objectives were met.

E. TERMINATION

Student interns are at will employees and the employment relationship may be terminated by either party at any time without cause or prior notice. Upon termination of the internship, the LAWPCA is encouraged to work with the student intern to determine whether the objectives of the internship program were met. A sample exit interview is included in the reference documents section.

Any report or statement concerning the completion of the internship requested or required by a school or educational sponsor of the intern and internship shall be reviewed by the intern mentor and either the Superintendent or Assistant Superintendent prior to submission.

Part II

PAID TEMPORARY EMPLOYMENT (Interns and Non-Interns)

1. PURPOSE

The LAWPCA developed a program for the hiring of temporary help of interns and non-interns. This section provides the policy and processes for hiring and managing paid temporary employees.

The LAWPCA may employ temporary help to perform work which will not:

- 1. Result in the displacement of regular employees;
- 2. Fill a vacant position;
- 3. Conflict with Article 2.4 of the Collective Bargaining Agreement which reads, "The Authority agrees to discuss the duties of any people employed in a Public, Private, Federal, State or local program with the Union prior to the Authority's participation in such program. The Authority agrees that any intern or any person referenced in this section shall work with a Union Employee whenever possible and will not work independently on any project or production work normally performed by a union employee."

Temporary employees are at-will employees. The LAWPCA or the employee may terminate the employment relationship without cause or prior notice.

2. ESTABLISHING A PAID TEMPORARY EMPLOYMENT POSITION

A temporary employment position is intended to provide the LAWPCA with additional help. This requires structured assignments coupled with appropriate supervision, evaluation, and feedback.

The procedure for establishing a temporary intern position is as follows:

- 1. **Define Work.** Either the LAWPCA will define a general work plan (including number of hours and time frame) for a paid intern, or a student intern may provide an internship work request. Paid interns will not be responsible for decisions about performance of major tasks, assignments or projects.
- 2. Management Review of the Work Plan. Prior to establishing a paid temporary position, management (Superintendent, Assistant Superintendent), the Union steward(s) and other relevant parties will review and discuss the work plan. A supervisor/mentor will be assigned prior to the beginning of temporary employment.

- **3.** Advertise. The LAWPCA may or may not decide to advertise paid intern or non-intern employment positions in the newspaper, at colleges and/or online websites.
- **4. Conduct Interviews and Select Temporary Employee.** Eligible candidates will be interviewed and management will determine who will be hired.

3. LAWPCA'S RESPONSIBILITIES UPON HIRE

- 1. Provide temporary employee with Appointment Letter.
- **2. Attend Training.** All temporary employees must attend New Hire Safety Training before beginning work tasks. All necessary training documents and waivers must be signed.
- **3.** Complete Temporary Employee File. Complete any additional paperwork and processes associated with on-boarding a new hire (Form I-9, W-4, direct deposit, etc.).
- **4. Begin Employment.** The employee's supervisor should provide clear and complete instructions for tasks to be carried out.

4. COMPENSATION

Compensation for temporary employees will be determined during the previous fiscal year and will be a non-negotiable pay rate. Hours and length of employment are negotiable, and will be determined during development and review of the work plan.

Temporary employees are hourly employees under the Fair Labor Standards Act (FLSA) regardless of their classification and are, therefore, overtime eligible. Temporary employees are ineligible for other benefits.

5. PAID TEMPORARY POSITION MONITORING

The LAWPCA will review the duties performed by temporary employees within the first two weeks of hire and on a regular basis to ensure the temporary employee is providing useful service and is afforded an opportunity to comment on their assignments.

6. EMPLOYMENT COMPLETION OR TERMINATION

Temporary employees are at will employees and the employment relationship may be terminated by either party at any time without cause or prior notice. A pre-determined date of termination will be scheduled, and agreed upon, at the date of hire.

Student Intern Appointment Letter Template

DATE

NAME ADDRESS ADDRESS

Dear NAME:

Welcome to the Lewiston-Auburn Water Pollution Control Authority (LAWPCA) The purpose of this letter is to confirm your appointment to the position of Student Intern in the department of the LAWPCA. The effective date of your hire is DATE.

This position reports to supervisor, title. Your primary work location will be in the division offices located at address.

This position's standard workweek is X hours and normal work hours are: enter hours, enter days. You may discuss your specific schedule with your supervisor.

In this position you will summary of duties. Specific job duties will be discussed with you upon commencement of your internship.

You are required to comply with federal government work authorization requirements. Within the first three days of employment you must present document(s) that identify both your identity and ability to work in the United States. On your first day of work, you will meet with a human resources/payroll staff person who will provide more information.

You are scheduled to attend training at time on date, at LAWPCA and to start your internship at time on date.

Student internships are programs that provide students with exposure to workplace activities which are related to the intern's field of study. As a student intern, you are an at-will temporary employee and serve at the pleasure of the LAWPCA; either you or the LAWPCA may terminate your employment at any time with or without cause or prior notice.

The following items are important for you to know:

- You may be separated from employment prior to the completion of the assignment without cause or prior notice.
- You do not attain any rights toward career service or regular employment.
- You are not represented by a labor union.

To qualify as a Student Intern, the following criteria must be met:

- You must be enrolled as a student in a school, organization or institution or be transitioning into an educational program.
- You must provide internship program information/requirements provided by your school.

Please understand that the provisions of this letter do not constitute an expressed or implied contract but rather a statement of a number of matters important to you. If you have any questions about your position or any information in this letter, please contact name, title, at phone.

Congratulations on your internship, and again, welcome to the LAWPCA.

Sincerely,

The Lewiston-Auburn Water Pollution Control Authority

Attachment

cc: Supervisor/Mentor

OTHER

Personnel/Payroll file

LAWPCA New Hire Safety Training

Employee:	Date of Hire:
Trainer:	
Safety Training • Emergencies Evacuation Fire Extinguishers	
 Chemical Right to F Safety Data Sheets Use of Protective E Job Hazard Analysi Working with Haza 	(SDS) Equipment
☐ First Report (form a	ated injuries or illness available from supervisor) rm available from Administrative Assistant)
Universal PrecautioIncluding Blood-box	nia, methane, carbon monoxide, sewer gases, oxygen deficiency) ns to Protect Against Pathogens rne Pathogens ria / Flu / Hepatitis B vaccination
full face piece No	ectors (29) on Plan (arrange fit test)
	mergency Response (separate training required)
Training Received	
by:	Date



STUDENT INTERNSHIP DEVELOPMENT WORKSHEET

Name:
School:
Education Track or Program of Study:
Learning Objectives of Internship Associated with Program of Study:
1
2
3
Specific Tasks to Carry Out Learning Objectives
1
2
3.

STUDENT INTERN WAIVER AND RELEASE

The undersigned, on behalf of themselves and their estate, hereby waives any right of recovery and releases the Lewiston Auburn Water Pollution Control Authority (LAWPCA), its officers, officials, employees and agents, from liability arising from any injury to Undersigned, arising from or out of the Undersigned's activities and participation in a volunteer internship at the LAWPCA

The Undersigned further acknowledges and agrees that the LAWPCA does not assume any responsibility whatsoever for any property of the Undersigned and the Undersigned shall not hold the LAWPCA liable for any loss or damage to same. The Undersigned hereby gives permission to be photographed and have their image used in LAWPCA publications.

Signature:	Date:

Exit Survey for Student Interns - Sample

We hope you enjoyed your learning experience with the LAWPCA. So that we may learn from your experiences with us, we would appreciate your completing this exit survey. Survey responses provide valuable information the LAWPCA can use for improving the learning experience of student interns.

Name:	Supervisor/Mentor:						
Area of Study/Major: Dates of Internship: School Level (circle one): High School, Undergraduate, Graduate, Post-graduate/Fellowship							
Please tell us about your experience at the LAWPCA	Strongly agree	Agree	Disagree	Strongly disagree			
I was able to develop skills related to my area of educational study							
I understood the learning objectives of my internship							
I received feedback on progress toward meeting my learning objectives							
Please provide any additional comme	nts						

Thank you for completing the survey. Your responses are valued and appreciated. Please send completed surveys to: email address of supervisor/mentor

Temporary Paid Employment Appointment Letter Template

DATE NAME ADDRESS ADDRESS

Dear NAME:

Welcome to the LAWPCA. The purpose of this letter is to confirm you've been hired for the position of X. The effective date of your hire is DATE.

This position reports to supervisor, title. Your primary work location will be in the LOCATION at address.

This position's standard workweek is X hours and normal work hours are [SET hours here], enter days. You may discuss your specific schedule with your supervisor.

In this position you will <u>summary of duties</u>. Specific job duties will be discussed with you upon commencement of your employment.

You will be compensated at \$ rate hourly. You will be paid on a weekly basis via direct deposit, with the first pay date for the new position occurring date. This position is an hourly position governed by the overtime provisions of the federal Fair Labor Standards Act and is eligible for overtime pay. However, you must receive approval from your supervisor before working any necessary overtime hours to meet your position responsibilities.

You are required to comply with federal government work authorization requirements. Within the first three days of employment you must present document(s) that identify both your identity and ability to work in the United States. On your first day of work, you will meet with a human resources/payroll staff person who will provide more information.

You are scheduled to attend a New Employee Orientation at time on date, at LAWPCA.

The following items are important for you to know:

- * You are ineligible for LAWPCA's benefits.
- * You may be separated from employment prior to the completion of the assignment without cause or prior notice.
- * You do not attain any rights toward career service or regular employment.
- * You are not represented by a labor union.

Please understand that the provisions of this letter do not constitute an expressed or implied contract but rather a statement of a number of matters important to you. If you have any

questions about your position or any information in this letter, please contact name, title, at phone.

Congratulations on your appointment, and again, welcome to the LAWPCA.

Sincerely,

The Lewiston Auburn Water Pollution Control Authority

Attachment

cc: SUPERVISOR

OTHER

Personnel/Payroll