Example of WIOA Regulations Impact on Employment:

NewView Oklahoma(NVO) performs mail services at the Navy Mail Center in Norfolk, Virginia.  The main mail center employs five general clerks and a supervisor.  General clerks are paid the SCA wage and determination rate and also receive health and welfare rate that includes a full benefit package.  These contract employees work side by side with the military and government civilian employees to distribute and process over 750,000 pieces of mail per month.

In November of 2016, working with the Department for the Blind and Visually Impaired for the State of Virginia (DBVI), NVO, selected a candidate for the position of General Clerk II for the Norfolk mail center.  As a military mail center, Norfolk requires a Secret Clearance.  That November, the candidate submitted her documents for the clearance process.  An interim Secret Clearance was granted 125 days after submission and NVO extended an official offer to the candidate.  NVO began the onboarding process.  The candidate informed NVO Service Contract Program Manager that they would be unable to accept the position.  When asked why the candidate was turning down a position that they had waited over four months to start, the candidate stated that DBVI was refusing to pay for transportation to and from work because the contract the position was on an AbilityOne contract.  DBVI also explained that they would not offer rehab services or any support whatsoever if they accepted the position.  DBVI was offering the candidate a commercial position that paid $4.00 less an hour with no benefits.  The candidate was planning to accept the commercial position because they could not afford the cost of transportation before receiving their first paycheck.   NVO offered to pay for transportation until the candidate received their first paycheck.  The candidate accepted the position and began working.

NVO reached out to the DBVI for an explanation.  DBVI explained that in the 125 days that the candidate had been waiting to receive her clearance, changes in policy were made at DBVI that all AbilityOne contracts were sheltered work environments and did not meet WIOA’s requirement for integrated workplaces.  Although DBVI had visited the mail center and had observed the integrated environment, services would be refused because it was an AbilityOne contract.  If the candidate had accepted the commercial position, it would have successfully closed the case.  The candidate accepting a position on an AbilityOne contract did not successfully close the case according to DBVI because it didn’t fit the definition of an integrated workplace.   NVO reiterated to DBVI that if the candidate would have accepted the commercial position that DBVI was offering, the candidate would have a lost $17,000 annually in salary and benefits.