(SAMPLE)

STANDARDS OF APPRENTICESHIP

DEVELOPED BY

(INSERT EMPLOYERS' NAMES OR EMPLOYER GROUP NAME OR ASSOCIATION)

(NAME OF UNION OR LABOR ORGANIZATION)

FOR THE OCCUPATION OF

Structural Metal Fabricator and Fitter

O*NET-SOC CODE: 51-2041.00 RAPIDS CODE: 0325

APPROVED BY

(REGISTRATION AGENCY)

These "model" National Guidelines for Apprenticeship Standards are an example of how to develop apprenticeship standards that will comply with Title 29, CFR parts 29 and 30 when tailored to a sponsor's apprenticeship program. These model Standards do not create new legal requirements or change current legal requirements. The legal requirements related to apprenticeship that apply to registered apprenticeship programs are contained in 29 U.S.C. 50 and Title 29, CFR parts 29 and 30. Every effort has been made to ensure that the information in the model Apprenticeship Standards is accurate and up-to-date.

TABLE OF CONTENTS

		Page
Foreword		iii
Definitions		iv
SECTION I	Program Administration	1
SECTION II	Equal Opportunity Pledge	3
SECTION III	Affirmative Action Plan	3
SECTION IV	Qualifications for Apprenticeship	3
SECTION V	Selection of Apprentices	4
SECTION VI	Apprenticeship Agreement	4
SECTION VII	Ratio of Apprentices to Journeyworkers	5
SECTION VIII	Term of Apprenticeship	5
SECTION IX	Probationary Period	5
SECTION X	Hours of Work	6
SECTION XI	Apprentice Wage Progression	6
SECTION XII	Credit for Previous Experience	6
SECTION XIII	Work Experience	7
SECTION XIV	Related Instruction	7
SECTION XV	Safety and Health Training	8
SECTION XVI	Supervision of Apprentices	8
SECTION XVII	Records and Examinations	8
SECTION XVIII	Maintenance of Records	9
SECTION XIX	Certificate of Completion of Apprenticeship	9
SECTION XX	Notice to Registration Agency	10
SECTION XXI	Cancellation and Deregistration	10
SECTION XXII	Amendments and Modifications	10
SECTION XXIII	Adjusting Differences/Complaint Procedure	11
SECTION XXIV	Collective Bargaining Agreements	12
SECTION XXV	Transfer of an Apprentice and Training Obligation	12
SECTION XXVI	Responsibilities of the Apprentice	13
SECTION XXVII	Technical Assistance	14
SECTION XXVIII	Signature Page Adopting Apprenticeship Standards	15

Appendix A - Sample Work Process Schedule and Related Instruction Outline
Appendix B - AER Sponsor Manual and Sample Apprenticeship Agreement
Appendix C - Template Affirmative Action Plan
Appendix D - Qualifications and Selection Procedures

FOREWORD

These [*INSERT NAME OF JOINT APPRENTICESHIP AND TRAINING COMMITTEE]* Apprenticeship Standards have as their objective, the training of ironworkers working in fabrication shops as Structural Metal Fabricators and Fitters skilled in all phases of the industry. The JATC recognizes that in order to accomplish this, there must be well-developed on-the-job learning combined with related instruction.

This recognition has resulted in the development of these Standards of Apprenticeship. They were developed in accordance with the basic standards recommended by the U.S. Department of Labor, Office of Apprenticeship, as a basis from which the Sponsor can work to establish an apprenticeship training program that meets the particular needs of the area.

DEFINITIONS

APPRENTICE: Any individual employed by the employer meeting the qualifications described in the Standards of Apprenticeship who has signed an Apprenticeship Agreement with the local *Sponsor providing* for training and related instruction under these Standards, and who is registered with the Registration Agency.

APPRENTICE ELECTRONIC REGISTRATION (AER): Is an electronic tool that allows for instantaneous transmission of apprentice data for more efficient registration of apprentices and provides Program Sponsors with a faster turnaround on their submissions and access to their apprenticeship program data.

APPRENTICESHIP AGREEMENT: The written agreement between the apprentice and the Sponsor setting forth the responsibilities and obligations of all parties to the Apprenticeship Agreement with respect to the Apprentice's employment and training under these Standards. Each Apprenticeship Agreement must be registered with the Registration Agency.

APPRENTICESHIP COMMITTEE (COMMITTEE): Apprenticeship Committee (Committee) means those persons designated by the sponsor to act as an agent for the sponsor in the administration of the program. A joint committee is composed of an equal number of representatives of the employer(s) and of the employees represented by a bona fide collective bargaining agent(s).

CERTIFICATE OF COMPLETION OF APPRENTICESHIP: The Certificate of Completion of Apprenticeship issued by the Registration Agency to those registered apprentices certified and documented as successfully completing the apprentice training requirements outlined in these Standards of Apprenticeship.

COLLECTIVE BARGAINING AGREEMENT: The negotiated agreement between the Union and signatory employers that sets forth the terms and conditions of employment.

COORDINATOR: Means the person designated by the local JATC to perform the duties stated in the standards of apprenticeship.

ELECTRONIC MEDIA: Media that utilize electronics or electromechanical energy for the end user (audience) to access the content; and includes, but is not limited to, electronic storage media, transmission media, the Internet, extranet, lease lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic media and/or interactive distance learning.

EMPLOYER: Means any person or organization employing an apprentice whether or not such person or organization is a party to an Apprenticeship Agreement with the apprentice.

JOURNEYWORKER: A worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required for the occupation. (Use of the term may also refer to a mentor, technician, specialist or other skilled worker who has documented sufficient skills and knowledge of an occupation, either through formal apprenticeship or through practical on-the-job experience and formal training.)

O*NET-SOC CODE: The Occupational Information Network (O*NET) codes and titles are based on the new Standard Occupational Classification (SOC) system mandated by the federal Office of Management and Budget for use in collecting statistical information on occupations. The O*NET classification uses an 8-digit O*NET-SOC code. Use of the SOC classification as a basis for the O*NET codes ensures that O*NET information can be readily linked to labor market information such as occupational employment and wage data at the national, State, and local levels.

ON-THE-JOB LEARNING (OJL): Tasks learned on-the-job in which the apprentice must become proficient before a completion certificate is awarded. The learning must be through structured, supervised work experience.

PROGRAM SPONSOR: The Sponsor in whose name the Standards of Apprenticeship will be registered, and which will have the full responsibility for administration and operation of the apprenticeship program.

PROVISIONAL REGISTRATION: Means the 1-year initial provisional approval of newly registered programs that meet the required standards for program registration, after which program approval may be made permanent, continued as provisional, or rescinded following a review by the Registration Agency, as provided for in the criteria describe in §29.3 (g) and (h).

REGISTERED APPRENTICESHIP PARTNERS INFORMATION DATA SYSTEM (RAPIDS): The Federal system which provides for the automated collection, retention, updating, retrieval and summarization of information related to apprentices and apprenticeship programs.

REGISTRATION AGENCY: Means the U.S. Department of Labor, Office of Apprenticeship or a recognized State Apprenticeship Agency that has responsibility for registering apprenticeship programs and apprentices; providing technical assistance; conducting reviews for compliance with Title 29, CFR parts 29 and 30 and quality assurance assessments.

RELATED INSTRUCTION: An organized and systematic form of instruction designed to provide the apprentice with the knowledge of the theoretical and technical subjects related to the apprentice's occupation. Such instruction may be given in a classroom, through occupational or industrial courses, or by correspondence courses of equivalent value, electronic media, or other forms of self-study approved by the Registration Agency.

STANDARDS OF APPRENTICESHIP: This entire document including all appendices and attachments hereto, and any future modifications or additions approved by the Registration Agency.

SUPERVISOR OF APPRENTICE(S): An individual designated by the program sponsor to supervise or have charge and direction of an apprentice.

TIME-BASED OCCUPATION: The time-based approach measures skill acquisition through the individual apprentice's completion of at least 2,000 hours of on-the-job learning as described in a work process schedule.

TRANSFER: A shift of apprenticeship agreement from one program to another or from one employer within a program to another employer within that same program, where there is agreement between the apprentice and the affected apprenticeship committee or program sponsor.

UNION: Means the **(INSERT UNION)** and any of its affiliated Local Unions party to an appropriate labor agreement between the parties.

SECTION I – PROGRAM ADMINISTRATION *(SAMPLE)*

Program Sponsors, at their discretion, may establish a Joint Apprenticeship Training Committee (JATC) to carry out the responsibilities and duties required of a Program Sponsor as described in these Standards of Apprenticeship. If a JATC is established by the Program Sponsor, a list of the membership and the areas of expertise they represent must be provided to the Registration Agency. While the Office of Apprenticeship recommends that Program Sponsors utilize the services of a JATC, a Sponsor may also elect to administer the program without the services of a JATC.

Structure of the Joint Apprenticeship and Training Committee (JATC)

A. Members of the JATC will be selected by the groups they represent.

B. Membership will be composed of an equal number of representatives of the employer(s) and of the employees represented by a bona fide collective bargaining agent(s).

C. Technical Assistance - such as that from the U.S. Department of Labor, Office of Apprenticeship, State Apprenticeship Agencies, and vocational schools - may be requested to advise the JATC.

Administrative Procedures:

A. The JATC will elect a Chairperson and a Secretary, and will determine the time and place of regular meetings which will take place every **(ENTER FREQUENCY**) month(s).

B. The Chairperson and Secretary will have the power to vote on all questions affecting apprenticeship.

C. The Chairperson and Secretary should rotate among members of the JATC.

Responsibilities of the Joint Apprenticeship and Training Committee:

A. Cooperate in the selection of apprentices as outlined in this program.

B. Ensure that apprentices are under written Apprenticeship Agreements and register the local apprenticeship standards and agreements with the appropriate Registration Agency.

C. Review and recommend apprenticeship activities in accordance with this program.

D. Establish the minimum standards of education and experience required of apprentices.

E. Meet at least every **(ENTER FREQUENCY)** month(s) to review records and progress of each apprentice in training and recommend improvement or modification in training schedules, schooling and other training activities. Written minutes of the meeting will be kept.

F. Determine the quality and quantity of experience on the job which apprentices should have and to make every effort toward their obtaining it.

G. Hear and resolve all complaints of violation of Apprenticeship Agreements.

H. Arrange tests or evaluations for determining the apprentice's progress in manipulative skills and technical knowledge.

I. Maintain a record of all apprentices, showing their education, experience, and progress in learning the occupation.

J. Determine the physical fitness of qualified applicants to perform the work of the occupation that may require a medical examination prior to their employment as apprentices.

K. Advise apprentices on the need for accident prevention and provide instruction with respect to safety in the workplace.

L. Certify that apprentices have successfully completed their apprenticeship program.

M. Notify the appropriate Registration Agency of all new apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, completions and cancellations with explanation of causes and notice of completions of Apprenticeship Agreements.

N. Supervise all the provisions of the local standards and be responsible, in general, for the successful operation of the standards by performing the duties here listed by cooperating with public and private agencies which can be of assistance by obtaining publicity to develop public support of apprenticeship and by keeping in constant touch with all parties concerned; apprentices, employers and journeyworkers.

O. Provide apprentices with a copy of the written rules and policies and the apprentice will sign an acknowledgment receipt of same. This procedure will be followed whenever revisions or modifications are made to the rules and policies.

<u>SECTION II - EQUAL OPPORTUNITY PLEDGE</u> – Title 29 CFR 29.5(b)(21) and 30.3(b)

The recruitment, selection, employment, and training of apprentices during their apprenticeship, shall be without discrimination because of race, color, religion, national origin, or sex. The Sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations (CFR), part 30, as amended (insert state regulations here, if applicable).

<u>SECTION III - AFFIRMATIVE ACTION PLAN</u> – Title 29 CFR 29.5(b)(21) and 30.4

If the employer employs five or more apprentices, the JATC will adopt an Affirmative Action Plan and Selection Procedures as required under Title 29, CFR part 30. It will be attached as Appendix C.

<u>SECTION IV - QUALIFICATIONS FOR APPRENTICESHIP</u> – Title 29 CFR 29.5(b)(10) (*EXAMPLES*)

Applicants will meet the following minimum qualifications:

A. <u>Age</u>

The JATC will establish qualifications regarding minimum age limits. *(Applicant must provide evidence of minimum age respecting any applicable State Laws or regulations.)* Apprentices must not be less than 18 years of age.

B. <u>Education</u>

A high school diploma or GED equivalency is required. Applicant must provide an official transcript(s) for high school and post high school education and training. All GED records must be submitted if applicable.

Applicants must submit a DD-214 to verify military training and/or experience if they are a veteran and wish to receive consideration for such training/experience.

C. <u>Physical</u>

Applicants will be physically capable of performing the essential functions of the apprenticeship program, with or without a reasonable accommodation, and without posing a direct threat to the health and safety of the individual or others.

Applicants will pass a **[physical agility test, fitness test, or screen for the current illegal use of drugs (select all, some, or none, if applicable)]** on acceptance into the program and prior to being employed.

D. Aptitude Test

All applicants must pass each section of **(Insert Test If Applicable)**.

E. Other **(Determined By Sponsor)**

SECTION V - SELECTION OF APPRENTICES – Title 29 CFR 30.5

Selection into the apprenticeship program will be in accordance with the selection procedures made a part of these Standards (Appendix D).

SECTION VI - APPRENTICESHIP AGREEMENT – Title 29 CFR 29.3(d) and (e) and 29.5(b)(11)

After an applicant for apprenticeship has been selected, but before employment as an apprentice or enrollment in related instruction, the apprentice will be covered by a written Apprenticeship Agreement (Appendix B) signed by the JATC and the apprentice and approved by and registered with the Registration Agency. Such agreement will contain a statement making the terms and conditions of these standards a part of the agreement as though expressly written therein. A copy of each Apprenticeship Agreement will be furnished to the apprentice, the JATC, the Registration Agency, and the employer and the Union. An additional copy will be provided to the Veteran's State Approving Agency for those veteran apprentices desiring access to any benefits to which they are entitled.

Prior to signing the Apprenticeship Agreement, each selected applicant will be given an opportunity to read and review these Standards, the JATC's written rules and policies and the Apprenticeship Agreement and the sections of the Collective Bargaining Agreement (CBA) that pertain to apprenticeship.

The Registration Agency will be advised within forty-five (45) days of the execution of each Apprenticeship Agreement and will be given all the information required for registering the apprentice.

SECTION VII - RATIO OF APPRENTICES TO JOURNEYWORKERS – Title 29 CFR 29.5(b)(7)

A numeric ratio of apprentices to journeyworkers consistent with proper supervision, training, safety, and continuity of employment and applicable provisions in collective bargaining agreements, except where such ratios are expressly prohibited by the collective bargaining agreements. The ratio language must be specific and clearly described as to its application on the job site, workforce, department or plant. The ratio of apprentices to journeyworkers will be **(INSERT NUMBER)** apprentices to **(INSERT NUMBER)** journeyworkers.

SECTION VIII - TERM OF APPRENTICESHIP – Title 29 CFR 29.5(b)(2)

The term of the apprenticeship will be three (3) or four (4) years with an (OJL) attainment of up to 2,000 hours per year for a total of 6,000 – 8,000 hours supplemented by the required hours of related instruction as stated on the Sample Work Process Schedule and Related Instruction Outline (Appendix A). Full credit will be given for the probationary period.

SECTION IX - PROBATIONARY PERIOD – Title 29 CFR 29.5(b)(8), (b)(20)

All applicants selected for apprenticeship will serve a probationary period. The probationary period cannot exceed twenty-five (25) percent of the length of the program, or one-year (1).

During the probationary period either the apprentice or the JATC may terminate the Apprenticeship Agreement, without stated cause, by notifying the other party in writing. The records for each probationary apprentice will be reviewed prior to the end of the probationary period. Records may consist of periodic reports regarding progression made in both the OJL and related instruction, and any disciplinary action taken during the probationary period.

Any probationary apprentice evaluated as satisfactory after a review of the probationary period will be given full credit for the probationary period and continue in the program.

After the probationary period the Apprenticeship Agreement may be canceled at the request of the apprentice, or may be suspended or canceled by the JATC for reasonable cause after documented due notice to the apprentice and a reasonable opportunity for corrective action. In such cases, the JATC will provide written notice to the apprentice and to the Registration Agency of the final action taken.

SECTION X - HOURS OF WORK

Apprentices will generally work the same hours as journeyworkers, except that no apprentice will be allowed to work overtime if it interferes with attendance in related instruction courses.

Apprentices who do not complete the required hours of OJL during a given segment will have the term of that segment extended until the required number of hours of training are accrued.

SECTION XI - APPRENTICE WAGE PROGRESSION – Title 29 CFR 29.5(b)(5)

Apprentices will be paid a progressively increasing schedule of wages during their apprenticeship based on the acquisition of increased skill and competence on-the-job and in related instruction. Before an apprentice is advanced to the next segment of training or to journeyworker status, the JATC will evaluate all progress to determine whether advancement has been earned by satisfactory performance in their OJL and in related instruction courses. In determining whether satisfactory progress has been made, the JATC will be guided by the work experience and related instruction records and reports.

The progressive wage schedule will be an increasing percentage of the journeyworker wage rate as established in the CBA. The percentages that will be applied to the applicable journeyworker rate are shown on the attached Sample Work Process Schedule and Related Instruction Outline (Appendix A). In no case will the starting wages of apprentices be less than that required by any minimum wage law which may be applicable.

SECTION XII - CREDIT FOR PREVIOUS EXPERIENCE – Title 29 CFR 29.5(b)(12) and 30.4(c)(8)

The JATC may grant credit towards the term of apprenticeship to new apprentices who demonstrate previous acquisition of skills or knowledge equivalent to that which would be received under these Standards.

Apprentice applicants seeking credit for previous experience gained outside the supervision of the JATC must submit the request at the time of application and furnish such records, affidavits, and other (insert requirements) to substantiate the claim. Applicants requesting such credit who are selected into the apprenticeship program will start at the beginning wage rate. The request for credit will be evaluated and a determination made by the JATC during the probationary period when actual on-the-job and related instruction performance can be examined. Prior to completion of the probationary period, the amount of credit to be awarded will be determined after review of the apprentice's previous work and training/education record and evaluation of the

apprentice's performance and demonstrated skill and knowledge during the probationary period.

An apprentice granted credit will be advanced to the wage rate designated for the period to which such credit accrues. The Registration Agency will be advised of any credit granted and the wage rate to which the apprentice is advanced.

The granting of advanced standing will be uniformly applied to all apprentices.

SECTION XIII - WORK EXPERIENCE – Title 29 CFR 29.5(b)(3) and 30.8

During the apprenticeship the apprentice will receive such OJL and related instruction in all phases of the occupation necessary to develop the skill and proficiency of a skilled journeyworker. The OJL will be under the direction and guidance of the supervisor of the apprentice(s).

SECTION XIV - RELATED INSTRUCTION – Title 29 CFR 29.5(b)(4)

During each segment of training each apprentice is required to participate in coursework related to the job as outlined in Appendix A. The recommended term of apprenticeship will include no less than 160 hours of related instruction for the Structural Metal Fabricator and Fitter for each year of the apprenticeship. Apprentices agree to take such courses as the JATC deems advisable. The JATC will secure the instructional aids and equipment it deems necessary to provide quality instruction. In cities, towns or areas having no vocational school or other schools that can furnish related instruction; the apprentice may be required to take an alternate form of instruction that meets the approval of the Sponsor and the Registration Agency.

Apprentices ***(JATC inserts "will" or "will not")*** be paid for hours spent attending related instruction courses.

If applicable, the JATC will inform each apprentice of the availability of college credit through the **(insert the names of educational institutions which will offer college credit**).

Any apprentice who is absent from related instruction courses, unless officially excused, will satisfactorily complete all course work missed before being advanced to the next period of training. In cases of failure of an apprentice to fulfill the obligations regarding related instruction (or OJL) without due cause, the JATC will take appropriate disciplinary action and may terminate the Apprenticeship Agreement after due notice to the apprentice and opportunity for corrective action.

To the extent possible, related instruction will be closely correlated with the practical experience and training received on-the-job. The JATC will monitor and document the apprentice's progress in related instruction courses.

The JATC will secure competent instructors whose knowledge, experience, and ability to teach will be carefully examined and monitored. If applicable, when possible, the JATC may require the instructors to attend the Annual Ironworker Instructor Training Program.

SECTION XV - SAFETY AND HEALTH TRAINING – Title 29 CFR 29.5(b)(9)

All apprentices will receive instruction in safe and healthful work practices both on-the-job and in related instruction that are in compliance with the Occupational Safety and Health Standards promulgated by the Secretary of Labor under 29 U.S.C. 651 et seq., as amended, dated December 29, 1970, and subsequent amendments to that law, or State Standards that have been found to be at least as effective as the Federal Standards.

Apprentices will be taught that accident prevention is very largely a matter of education, vigilance, and cooperation and that they should strive at all times to conduct themselves in their work to ensure their own safety and that of their fellow workers.

SECTION XVI - SUPERVISION OF APPRENTICES – Title 29 CFR 29.5(b)(14)

The JATC will be responsible for the training of the apprentice on the job. Apprentices will be under the general supervision of the JATC and under the direct supervision of the journeyworker to whom they are assigned. The supervisor of apprentice(s) designated by the employer will be responsible for the apprentice's work assignments, and will ensure the apprentice is working under the supervision of a skilled journeyworker, evaluation of work performance, and completion and submittal of progress reports to the JATC.

No apprentice will be allowed to work without direct journeyworker supervision.

SECTION XVII - RECORDS AND EXAMINATIONS – Title 29 CFR 29.5(b)(6)

Each apprentice may be responsible for maintaining a record of his/her work experience/training on-the-job and in related instruction and for having this record verified by his/her supervisor at the end of each week.

The apprentice will authorize an effective release of their completed related instruction records from the local school authorities to the JATC. The record cards and all data, written records of progress evaluations, corrective and final actions pertaining to the apprenticeship, will be maintained by and will be the property of the JATC. This record will be included in each apprentice's record file maintained by the JATC.

Before each period of advancement, or at any other time when conditions warrant, the JATC will evaluate the apprentice's record to determine whether he/she has made satisfactory progress. If an apprentice's related instruction or on-the-job progress is found to be unsatisfactory, the JATC may determine whether the apprentice will continue in a probationary status, or require the apprentice to repeat a process or series of processes before advancing to the next wage classification. In such cases, the JATC will initiate a performance improvement plan with the apprentice.

Should it be found that the apprentice does not have the ability or desire to continue the training to become a journeyworker, the JATC will, after the apprentice has been given adequate assistance and opportunity for corrective action, terminate the Apprenticeship Agreement.

SECTION XVIII - MAINTENANCE OF RECORDS – Title 29 CFR 29.5(b)(23) and 30.8(e)

The JATC will maintain for a period of five (5) years from the date of last action, all records relating to apprentice applications (whether selected or not), the employment and training of apprentices, and any other information relevant to the operation of the program. This includes, but is not limited to, records on the recruitment, application and selection of apprentices, and records on the apprentice's job assignments, promotions, demotions, layoffs, terminations, rate of pay, or other forms of compensation, hours of work and training, evaluations, and other relevant data. The records will permit identification of minority and female (minority and non-minority) participants. These records will be made available on request to the Registration Agency.

SECTION XIX. - CERTIFICATE OF COMPLETION OF APPRENTICESHIP – Title 29 CFR 29.5(b)(15)

Upon satisfactory completion of the requirements of the apprenticeship program as established in these Standards, the JATC will so certify in writing to the Registration Agency and request that a Certificate of Completion of Apprenticeship be awarded to the completing apprentice(s). Such requests will be accompanied by the appropriate documentation for both the OJL and the related instruction as may be required by the Registration Agency.

<u>SECTION XX - NOTICE TO REGISTRATION AGENCY</u> – Title 29 CFR 29.3(2)(d) and (e) and 29.5(b)(19)

The Registration Agency will be notified within forty-five (45) days of all new apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, modifications, completions, cancellations, and terminations of Apprenticeship Agreements and causes.

<u>SECTION XXI - CANCELLATION AND DEREGISTRATION</u> – Title 29 CFR 29.5(b)(18) and 29.8(a)(2)

These Standards will, upon adoption by the JATC be submitted to the Registration Agency for approval. Such approval will be acquired before implementation of the program.

(INSERT NAME OF JATC) reserves the right to discontinue at any time the apprenticeship program set forth herein. The Registration Agency will be notified promptly in writing of any decision to cancel the program.

Deregistration of these Standards may be initiated by the Registration Agency for failure of the JATC to abide by the provisions herein. Such deregistration will be in accordance with the Registration Agency's regulations and procedures.

Within fifteen (15) days of cancellation of the apprenticeship program (whether voluntary or involuntary), the JATC will notify each apprentice of the cancellation and the effect of same. This notification will conform to the requirements of Title 29, CFR part 29.8.

<u>SECTION XXII - AMENDMENTS OR MODIFICATIONS</u> – Title 29 CFR 29.5(b)(18)

These Standards may be amended or modified at any time by joint agreement between **(INSERT NAME OF SPONSORS AND UNION)** provided that no amendment or modification adopted will alter any Apprenticeship Agreement in force at the time without the consent of all parties. Such amendment or modification will be submitted to the JATC for approval and will then be submitted to the Registration Agency for approval and registration prior to being placed in effect. A copy of each amendment or modification adopted will be furnished to each apprentice to whom the amendment or modification applies.

<u>SECTION XXIII - ADJUSTING DIFFERENCES/COMPLAINT PROCEDURE</u> – Title 29 CFR 29.5(b)(22), 29.7(k) and 30.11

The JATC will have full authority to supervise the enforcement of these Standards. Its decision will be final and binding on the employer, the sponsor, and the apprentice, unless otherwise noted below.

If an applicant or an apprentice believes an issue exists that adversely affects his/her participation in the apprenticeship program or violates the provisions of the Apprenticeship Agreement or Standards, relief may be sought through one or more of the following avenues, based on the nature of the issue:

<u>Title 29 CFR 29.7(k)</u>

For issues regarding wages, hours, working conditions, and other issues covered by the CBA, apprentices may seek resolution through the applicable Grievance and Arbitration procedures contained in the Articles of the CBA.

The JATC will hear and resolve all complaints of violations concerning the Apprenticeship Agreement and the registered Apprenticeship Standards, for which written notification is received within fifteen (15) days of violations. The JATC will make such rulings as it deems necessary in each individual case and within thirty (30) days of receiving the written notification. Either party to the Apprenticeship Agreement may consult with the Registration Agency for an interpretation of any provision of these Standards over which differences occur. The name and address of the appropriate authority to receive, process and make disposition of complaints is: **(The JATC should insert applicable information here)**.

<u>Title 29 CFR 30.11</u>

Any apprentice or applicant for apprenticeship who believes that he/she has been discriminated against on the basis of race, color, religion, national origin, or sex, with regard to apprenticeship or that the equal opportunity standards with respect to his/her selection have not been followed in the operation of an apprenticeship program, may personally or through an authorized representative, file a complaint with the Registration Agency or, at the apprentice or applicant's election, with the private review body established by the Program Sponsor (if applicable).

The complaint will be in writing and will be signed by the complainant. It must include the name, address, and telephone number of the person allegedly discriminated against, the Program Sponsor involved, and a brief description of the circumstances of the failure to apply equal opportunity standards.

The complaint must be filed not later than one hundred eighty (180) days from the date of the alleged discrimination or specified failure to follow the equal opportunity standards, and in the case of complaints filed directly with the review body designated by the Program Sponsor to review such complaints, any referral of such complaint by the complainant to the Registration Agency must occur within the time limitation stated above or thirty (30) days from the final decision of such review body, whichever is later. The time may be extended by the Registration Agency for good cause shown.

Complaints of discrimination in the apprenticeship program may be filed and processed under Title 29, CFR part 30, and the procedures as set forth above.

The JATC will provide written notice of its complaint procedure to all applicants for apprenticeship and all apprentices.

SECTION XXIV. - COLLECTIVE BARGAINING AGREEMENTS - Title 29 CFR 29.11

Nothing in this part or in any apprenticeship agreement will operate to invalidate:

a. Any apprenticeship provision in any collective bargaining agreement between employers and employees establishing higher apprenticeship standards; or

b. Any special provision for veterans, minority persons, or women in the standards, apprentice qualifications or operation of the program, or in the apprenticeship agreement, which is not otherwise prohibited by law, Executive Order, or authorized regulation.

SECTION XXV - TRANSFER OF AN APPRENTICE AND TRAINING OBLIGATION – Title 29 CFR 29.5(13)

The transfer of an apprentice between apprenticeship programs and within an apprenticeship program must be based on agreement between the apprentice and the affected apprenticeship committee or program sponsors, and must comply with the following requirements:

a. The transferring apprentice must be provided a transcript of related instruction and on-the-job learning by the committee or program sponsor;
b. Transfer must be to the same occupation; and
c. A new apprenticeship agreement must be executed when the transfer occurs between the program sponsors.

If the Sponsor is unable to fulfill his/her training obligation due to lack of work or failure to conform to these Standards the Sponsor will make every effort to refer the apprentice with his/her consent to another employer, Registration Agency or One Stop for

placement into another registered apprenticeship program. This will provide the apprentice an opportunity for continuous employment and completion of their apprenticeship program. The apprentice must receive credit from the new employer for the training already satisfactorily completed.

SECTION XXVI - RESPONSIBILITIES OF THE APPRENTICE (*EXAMPLE ONLY*)

Apprentices, having read these Standards formulated by the JATC and signed an Apprenticeship Agreement with the JATC agree to all the terms and conditions contained therein and agree to abide by the JATC's rules and policies, including any amendments, serve such time, perform such manual training, and study such subjects as the JATC may deem necessary to become a skilled Structural Metal Fabricator and Fitter.

In signing the Apprenticeship Agreement, apprentices assume the following responsibilities and obligations under the apprenticeship program:

A. Perform diligently and faithfully the work of the occupation and other pertinent duties assigned by the JATC and the employer in accordance with the provisions of these Standards.

B. Respect the property of the employer and abide by the working rules and regulations of the employer, union and the JATC.

C. Attend and satisfactorily complete the required hours in the OJL and in related instruction in subjects related to the occupation as provided under these Standards.

D. Maintain and make available such records of work experience and training received on-the-job and in related instruction as may be required by the Sponsor.

E. Develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of fellow workers.

F. Work for the employer to whom the apprentice is assigned for the completion of apprenticeship, unless reassigned to another employer or the Apprenticeship Agreement is terminated by the JATC.

SECTION XXVII - TECHNICAL ASSISTANCE

Technical Assistance such as that from the U.S. Department of Labor, Office of Apprenticeship, State Apprenticeship Agencies, and vocational schools may be requested to advise the JATC.

The JATC is encouraged to invite representatives from industry, education, business, private and/or public agencies to provide consultation and advice for the successful operation of their training program.

SECTION XXVIII - OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS:

The (Insert Employers Names or Employer Group Name or Association) (Insert Name of Union or Labor Organization) hereby adopts these Standards of Apprenticeship on this ____ Day of (Insert Month/Year).

_____	_____
Signature of Management	**Signature of Labor**
_____	_____
Printed Name	**Printed Name**
_____	_____
Signature of Management	**Signature of Labor**
_____	_____
Printed Name	**Printed Name**

Sponsor(s) may designate the appropriate person(s) to sign the Standards on their behalf.