



STATE OF NEVADA  
Office of the Labor Commissioner  
Nevada State Apprenticeship Council

APPLICATION FOR APPROVAL  
ON THE JOB TRAINING & APPRENTICESHIP

Program Name Northern Nevada Finishing Trades Institute Program # NV002510001

Address 523 Vista Blvd City Sparks State/Zip NV 89434 Telephone 775-300-7044

Contact Person Harry Mowrey Title Apprenticeship Coordinator Type of Program: Apprenticeship Sic Code 172

EIN # 11-3785631 Email Address: harry@dc16jattf.org

|   |  |   |   |
|---|--|---|---|
| Type of Action: (Check One)<br>A. <input type="checkbox"/> Wage Increase<br>B. <input type="checkbox"/> Revision of Standards<br>C. <input type="checkbox"/> New Occupation<br>D. <input checked="" type="checkbox"/> New Program | Type of Program: (Check One)<br>A. <input type="checkbox"/> Individual Union<br>B. <input type="checkbox"/> Individual Non Union<br>C. <input type="checkbox"/> Group Union<br>D. <input type="checkbox"/> Group Non Union<br>E.. <input checked="" type="checkbox"/> If Union Bargaining Unit | Journey Workers (JW)<br>A. No. JW / 40<br>B. No. of Employers / 4 | Pay Period (Circle One)<br>XX <b>Weekly</b><br><input type="checkbox"/> Bi-Weekly<br><input type="checkbox"/> Semi Monthly<br>Pay Increases (Months)<br>3 <input type="checkbox"/> 6 <input type="checkbox"/> 12 <input checked="" type="checkbox"/> Other <input type="checkbox"/> |
|---|--|---|---|

TRADE INFORMATION

| Occupation (use separate form for each occupation) | Term (OJT hours) | RTI (Classroom hours) | # Of Journey workers | # Of Apprentices in Training | Journey worker Hourly Rate | Days per Week |
|--|------------------|-----------------------|----------------------|------------------------------|----------------------------|---------------|
| Construction Painter / Stripper                    | 6000             | 432                   | 40                   | 12                           | \$26.04                    | 5             |

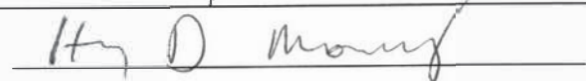
HOURLY APPRENTICE WAGES BY PERIOD (Excluding Benefits) Top Line Dollar Amounts Bottom Line Percentages

| Occupation                      | 1 <sup>ST</sup> | 2 <sup>ND</sup> | 3 <sup>RD</sup> | Journey Man |  |  |  |  |  |  |
|---------------------------------|-----------------|-----------------|-----------------|-------------|--|--|--|--|--|--|
| Construction Painter / Stripper | \$13.64         | \$17.36         | \$19.84         | \$26.04     |  |  |  |  |  |  |
|                                 | 55%             | 70%             | 80%             | 100%        |  |  |  |  |  |  |
| Fringe Benefits (\$ or %)       | \$13.29         | \$13.29         | \$13.29         | \$13.29     |  |  |  |  |  |  |

| Instructor     | Occupation | Experience (Years) |
|----------------|------------|--------------------|
| Harry Mowrey   | Painter    | 35 years           |
| Cecil Longoria | Painter    | 30 years           |

05/29/2018

Date



Signature of Program Coordinator

DO NOT WRITE BELOW THIS LINE

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

Secretary Director of Apprenticeship

Date

Northern Nevada Finishing Trades, Striper Standards

| Standards Placement      | 29 CFR, NRS 610, and NAC 610<br>Required Provisions   |
|--------------------------|---|
| Title Page<br>O'Net Code | 1) <b>Skilled Occupation:</b> The employment and training of the Apprentice in a skilled occupation. <b>NRS 610.202, 5 and NRS 610.144 3(a)</b>   |
| Appendix<br>A            | <p>2) <b>Term:</b> A term of apprenticeship of not less than 2,000 hours of work experience, consistent with training requirements as established by practice in the trade. <b>NRS 610.144 3 (b)</b></p> <p><b>Type of Occupation:</b> The term of apprenticeship, which for an individual apprentice may be measured either through the completion of the industry standard for on-the-job learning (time-based approach), the attainment of competency (competency-based approach), or a blend of the time-based and competency-based approaches (hybrid approach). <i>The time-based approach</i> 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. The <i>competency-based</i> approach measures skill acquisition through the individual apprentice's successful demonstration of acquired skills and knowledge, as verified by the program sponsor. Programs utilizing this approach must still require apprentices to complete an on-the-job learning component of Registered Apprenticeship. The program standards must address how on-the-job learning will be integrated into the program, describe competencies, and identify an appropriate means of testing and evaluation for such competencies. The <i>hybrid</i> approach measures the individual apprentice's skill acquisition through a combination of specified minimum number of hours of on-the-job learning and the successful demonstration of competency as described in a work process schedule. The determination of the appropriate approach for the program standards is made by the program sponsor, subject to approval by the Registration Agency of the determination as appropriate to the apprenticeable occupation for which the program standards are registered. <b>29 CFR 29.5 (b)</b></p> |
| Appendix<br>A            | 3) <b>Work Processes:</b> An outline of the processes in which the apprentice will receive supervised experience and training on the job, and the allocation of the approximate time to be spent in each major process. <b>NRS 610.144 3 (c)</b>  |
| XIII                     | 4) <b>Related Instruction:</b> Provisions for organized, related and supplemental instruction in technical subjects (and the costs thereof) related to the trade with a minimum of 144 hours for each year of apprenticeship, given in a classroom or through trade, industrial or correspondence courses of equivalent value or other forms of study approved by the State Apprenticeship Council. <b>NRS 610.144 3 (d); NAC 610.433</b>   |

|            |   |
|------------|---|
| X          | 5) <b>Wages:</b> A progressively increasing, reasonable and profitable schedule of wages to be paid to the apprentice consistent with the skills acquired, not less than that allowed by federal or state law or regulations or by a collective bargaining agreement. Employers shall pay a beginning wage for apprentices which is at least 35 percent of the rate for journeymen in the same trade, or Minimum and Reasonable and profitable wage for apprentice in construction industry. <b>NRS 610.144 3 (e); NAC 610.480, NAC 610.485</b> |
| I<br>Sub F | 6) <b>Periodic Review and Evaluation:</b> Provisions for a periodic review and evaluation of the apprentice's progress in performance on the job and related instruction and the maintenance of appropriate records of such progress. <b>NRS 610.144 3 (f)</b>  |
| VI         | 7) <b>Ratio:</b> A numeric ratio of apprentices to journeymen consistent with proper supervision, training, safety, continuity of employment and applicable provisions in collective bargaining agreements, in language that is specific and clear as to its application in terms of job sites, workforces, departments or plants. <b>NRS 610.144 3 (g)</b>   |
| VIII       | 8) <b>Probationary Period:</b> A probationary period that is reasonable in relation to the full term of apprenticeship, with full credit given for that period toward the completion of the full term of apprenticeship. A probationary period includes both on-the-job training and related instruction and cannot exceed 25% of the length of the program. <b>NRS 610.144 3 (h); NAC 610.442</b>  |
| XIV        | 9) <b>Safety:</b> Provisions for adequate and safe equipment and facilities for training and supervision and for the training of apprentices in safety on the job and in related instruction. <b>NRS 610.144 3 (i)</b>  |
| IV         | 10) <b>Minimum Qualifications:</b> The minimum qualifications required by a sponsor for persons entering the program, with an eligible starting age of not less than 16 years. <b>NRS 610.144 3 (j); NAC 610.815 to 610.860, Inclusive</b>  |
| V          | 11) <b>Apprenticeship Agreement:</b> Provisions for the placement of an apprentice under a written agreement as required by this chapter, incorporating directly or by reference the standards of the program. <b>NRS 610.144 3(k)</b>  |
| XI         | 12) <b>Credit for Previous Experience:</b> Provisions for the granting of advanced standing or credit to all applicants on an equal basis for previously acquired experience, training or skills, with commensurate wages for each advanced step granted. <b>NRS 610.144 3(l)</b>   |
| XXIV       | 13) <b>Transfer of Training:</b> Provisions for the transfer of the employer's training obligation when the employer is unable to fulfill his or her obligation under the agreement to another employer under the same or a similar program with the consent of the apprentice and the local joint apprenticeship committee or sponsor of the program. <b>NRS 610.144 3(m)</b>  |
| XV         | 14) <b>Qualified Trainers and Supervision:</b> Provisions for the assurance of qualified training personnel and adequate supervision on the job. <b>NRS 610.144 3(n)</b>  |
| XVIII      | 15) <b>Completion Certificate:</b> Provisions for the issuance of an appropriate certificate evidencing the successful completion of an apprenticeship. <b>NRS 610.144 3(o)</b>   |

|            |  |
|------------|--|
| XIX        | 16) <b>Registration Agency:</b> An identification of the OWINN as the agency for registration of the program. <b>NRS 610.144 3 (p)</b>   |
| XXII       | 17) <b>Modifications:</b> Provisions for the registration of agreements and of modifications and amendments thereto. <b>NRS 610.144 (q)</b>  |
| XXI        | 18) <b>Registration/Cancellation/Deregistration:</b> Provisions for notice to the State Apprenticeship Director of persons who have successfully completed the program and of all cancellations, suspensions and terminations of agreements and the causes therefor. <b>NRS 610.144 (r)</b>  |
| VIII       | 19) <b>Probationary Period Termination:</b> Provisions for the termination of an agreement during the probationary period by either party without cause. <b>NRS 610.144 (s)</b>  |
| APPENDIX C | <p>20) <b>Equal Employment Opportunity:</b> Compliance with 29 CFR part 30; an affirmative action plan complying with 29 CFR 30.4; a method of selection or apprentices authorized by 29 CFR 30.5. A statement that the program will be conducted, operated and administered in conformity with the applicable provisions of 29 C.F.R. Part 30 or a state plan for equal opportunity in employment in apprenticeships adopted pursuant to 29 C.F.R. Part 30 and approved by the Department of Labor.</p> <p>(Five or more apprentices) For programs registered after January 18, 2017, the initial written affirmative action plan (Appendix C) for such programs must be completed within 2 years of registration. The written affirmative action plan must be updated every time the sponsor completes workforce analyses required by CFR 30.5(b) and 30.7(d) <i>Less than five apprentices encouraged, but not required</i></p> <p><b>NRS 610.144 2; NRS 610.144 3 (t); NAC 610.510 through 610.990, Inclusive, 29 CFR 30.4</b></p> |
| XXIII      | 21) <b>Person to Receive Complaints:</b> The name and address of the appropriate authority under the program to receive, process and make disposition of complaints. <b>NRS 610.144 3(u)</b>   |
| XVII       | 22) <b>Records Maintenance:</b> Provisions for the recording and maintenance of all records concerning apprenticeships as may be required by the State Apprenticeship Council and applicable laws. <b>NRS 610.144 3(v); NAC 610.910</b>  |
| Checked    | <b>ALL DOCUMENTS HAVE BEEN CHECKED FOR SPELLING, FORMATTING, GRAMMAR, (INCLUDING TABLE OF CONTENTS), ETC.</b>  |

# **STANDARDS OF APPRENTICESHIP**

***DEVELOPED BY***

**DISTRICT COUNCIL #16  
LOCAL UNION # 567**

**NORTHERN NEVADA FINISHING TRADES  
INSTITUTE APPRENTICESHIP AND TRAINING  
COMMITTEE**

**FOR THE OCCUPATIONS OF**

***Painters Construction and Maintenance      O\*Net Code 47-2141.00***

**Developed in cooperation with the  
Bureau of Apprenticeship and Training  
U. S. Department of Labor and the Nevada State Apprenticeship Council**

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## **FOREWORD**

The Northern Nevada Painters and Allied Trades Joint Apprenticeship and Training Committee recognizes the need for structured training to maintain the high level of skill and competence demanded in the Finishing trades. Registered apprenticeship provides the most practical and sound method to meet that need, to prepare individuals to be skilled journey workers, and to ensure industry an adequate supply of highly skilled workers.

In furtherance of those goals, the Northern Nevada Painters and Allied Trades Joint Apprenticeship and Training Committee of District Council 16, Local 567 has established these Standards of Apprenticeship outlining all the terms and conditions for the qualification, recruitment, selection, employment and training of apprentices.



## **DEFINITIONS**

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

**QUORUM:** One (1) representative of Labor and one (1) representative of Management as defined by Northern Nevada Painters and Allied Trades Trust.

**JOURNEYMAN:** who has fully served an apprenticeship in a trade or craft and is a qualified worker in another's employ.

**APPRENTICE:** An individual meeting the qualifications described in the Standards of Apprenticeship who has signed an Apprenticeship Agreement with the JATC providing for training and related instruction under the Standards, and who is registered with the Nevada State Apprenticeship Council.

**APPRENTICESHIP AGREEMENT:** The written agreement between the apprentice and the Joint Apprenticeship and Training Committee, acting as agent for the employer, setting forth the responsibilities and obligations of all parties to the Agreement with respect to the Apprentice's employment and training under the Standards. Each Apprenticeship Agreement must be registered with the Nevada State Apprenticeship Council.

**COMPLETION CERTIFICATE:** The Certificate of Completion issued by the Nevada State Apprenticeship Council and Bureau of Apprenticeship and Training, to those registered apprentices certified and documented as successfully completing the apprentice training requirements outlined in the Standards of Apprenticeship.

**JOINT APPRENTICESHIP AND TRAINING COMMITTEE:** A Joint Apprenticeship and Training Committee comprised of an equal number of representatives appointed by the Union and by the Employer(s) in whose name these Standards of Apprenticeship will be registered.

**REGISTRATION AGENCY:** Shall mean the Governor's Office of Workforce Innovation (OWINN).

**SPONSOR:** The Northern Nevada Painters and Allied Trades Joint Apprenticeship Training Committee which will have the full responsibility for administration and operation of the apprenticeship program.

**STANDARDS OF APPRENTICESHIP:** This entire document including all appendices and attachments hereto, and any future modifications or additions approved by the Nevada State Apprenticeship Council.



## **I. PROGRAM ADMINISTRATION**

The Joint Apprenticeship and Training Committee (JATC) in whose name these Standards of Apprenticeship are registered shall be composed of an equal number of representatives appointed by the employer and the union.

**The JATC shall be responsible for:**

- A. Establishing and registering Standards of Apprenticeship with the Nevada State Apprenticeship Council, and ensuring adherence to them.
- B. Establishing and maintaining rules and requirements governing the policies, administration, supervision, and training of apprentices. The rules and requirements shall be in conformity with the collective bargaining agreement and with these Apprenticeship Standards. A copy of the standards, rules and requirements, and any changes to them, shall be provided to the Nevada State Apprenticeship Council and the apprentice.
- C. Determining the need for new apprentices, including when apprenticeship openings will be available and selecting apprentices in accordance with the Selection Procedures attached hereto and made a part of the Apprenticeship Standards.
- D. Initiating and signing all Apprenticeship Agreements for apprentices and forwarding them to O.W.I.N.N. for approval and registration. In addition, the JATC will notify O.W.I.N.N., IUPAT-JATF, and other appropriate parties of the cancellation, suspension, extension, reinstatement, or completion of apprentices within 10 days.
- E. Arranging for apprentices to get the required on-the-job training and the related technical instruction that will provide them with the diversity of training delineated in the attached Occupational Schedule/On-The-Job Training Outline and Related Instruction Outline, which includes safety training.
- F. Monitoring and evaluating apprentices' progress, including the review of apprentices' records to insure apprentices are fulfilling their responsibilities under the program. The JATC will review, approve and document all apprentice actions including hours, content, and progress of training on-the-job and in related instruction; wage progressions; disciplinary actions; evaluations; corrective action plans; successful completions; cancellations; and any other performance or attendance-related issues.

- G. Hearing and adjusting complaints regarding Apprenticeship Agreement violations.
- H. Certifying the apprentice has completed both the required on-the-job training and the related technical instruction, and submitting such certification to the O.W.I.N.N. and the IUPAT-JATF with the request for issuance of the Certification of Completion.
- I. Annually review the Affirmative Action Plan, good faith efforts, and Selection Procedures. Updating the Affirmative Action Plan and goals/timetables, and modifying the Affirmative Action Plan and Selection Procedures as a result of the review, when appropriate. Such review will include an analysis of each individual employers hiring practice, the JATC's success in meeting its goals, the good faith effort made, and the impact each element of the Affirmative Action Plan and Selection Procedure had on meeting its goal.
- J. Maintaining all records relating to the recruitment, selection, employment and training of apprentices for a minimum of five years from the last date of action.

## **II. EQUAL OPPORTUNITY PLEDGE - 29.5(b) (20)**

The recruitment, selection, employment, and training of apprentices during their apprenticeship, shall be without discrimination because of race, color, religion, national origin, sex, sexual orientation, age (40 or older), genetic information, and disability.. 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, Part 30, NAC-610 and the Nevada State EEO Plan.

## **III. AFFIRMATIVE ACTION PLAN - 29.5(b)**

If the sponsor registers five or more apprentices, they will adopt an Affirmative Action Plan and Selection Procedures as required under Title 29 CFR Part 30 and Nevada State EEO Plan. It will be attached as Appendix D.

## **IV. QUALIFICATIONS FOR APPRENTICESHIP - 29.5(b) (10)**

Applicants shall meet the following minimum qualifications:

### **A. AGE**

All applicants shall be at least eighteen (18) years of age. Applicants are required to submit reliable proof of age.

## **B. EDUCATION**

1. A high school diploma or GED equivalency before being accepted into the program: or
2. Have a minimum of 2 years of high school with at least 10 credits and must receive his/her high school diploma or its equivalent prior to completion of the apprenticeship program.

## **C. PHYSICAL**

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

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

## **V. APPRENTICESHIP AGREEMENT - 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 shall be covered by a written apprenticeship agreement (Appendix C) signed by the JATC and the apprentice, and approved by and registered with the Nevada State Apprenticeship Council. Such agreement shall contain a statement making the terms and conditions of these standards a part of the agreement as though expressly written therein.

## **VI. RATIO OF APPRENTICES TO JOURNEY WORKERS 29.5(b) (7)**

Consistent with proper supervision, training, safety, and continuity of employment throughout the apprenticeship, the ratio of apprentices to journey workers shall be one to two journey workers or fraction thereof.\*

\*Fraction thereof is defined as “The employer may place one apprentice on the job-site for one or two journey workers; two apprentices for three or four journey workers; three apprentices for five or six journey workers, and follow this procedure thereafter, not to exceed the overall workforce.”

## **VII. TERM OF APPRENTICESHIP - 29.5(b) (2)**

The term of apprenticeship shall be a period of reasonably continuous employment, including the probationary period, as stated on the Occupational Schedule/On-The-Job Training Outline (Appendix A).

An apprentice, who, by exceptional aptitude or as a result of past education and/or practical experience or by demonstration of acquired skills achieves the desired level of competency in a phase of the apprenticeship program in less than the time designated, may be advanced to the next phase. The determination of such advancement is the responsibility of the JATC.

#### **VIII. PROBATIONARY PERIOD - 29.5(b) (8), (b) (19)**

Each applicant selected for apprenticeship shall serve a probationary period of no more than the first 6 months and 1,000 hours of on-the-job training.

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 shall be reviewed prior to the end of the probationary period. Records shall consist of periodic reports regarding progression made in both the on-the-job training and related instruction and any actions taken during the probationary period.

Any probationary apprentice considered to be unsatisfactory after a review of the probationary period s may have his/her apprenticeship agreement canceled before the expiration of the probationary period, by means of written notice to the apprentice and to the Nevada State Apprenticeship Council.

Each probationary apprentice evaluated as satisfactory after a review of the probationary period shall 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 is given, and a reasonable opportunity provided for corrective action. In such cases, the JATC will provide written notice to the apprentice and to O.W.I.N.N. of the final action taken.

#### **IX. HOURS OF WORK**

Apprentices shall generally work the same hours as journey workers, except that no apprentice shall be allowed to work overtime if it interferes with attendance in related instruction classes.

#### **X. APPRENTICE WAGE PROGRESSION - 29.5(b)**

Apprentices shall be paid a progressively increasing schedule of wages and fringe benefits during their apprenticeship based on the acquisition of increased skill, competence on the job, and knowledge in related instruction. Before an apprentice is advanced to the next phase of training or to journey worker status, the JATC shall evaluate all progress to determine whether advancement has been earned by satisfactory on-the-job training and in related classroom instruction. In determining whether

satisfactory progress has been made, the JATC shall be guided by the work experience and related instruction records and reports.

The progressive wage schedule shall be an increasing percentage of the journey worker wage rate as established in the collective bargaining agreement, but never less than the Nevada State or federal minimum wage for the beginning apprentice. The percentages that will be applied to the applicable journey worker rate are shown on the attached Apprenticeship Agreement (Appendix C).

## **XI. CREDIT FOR PREVIOUS EXPERIENCE - 29.5(b) (12)**

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 of Apprenticeship.

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 check stubs and letters of recommendation from contractors of the craft in which they choose to apprentice themselves in to substantiate the claim. Applicants requesting such credit who are selected into the apprenticeship program shall 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.

If credit is granted, it shall be given at the end of the probationary period and after review by the JATC. An apprentice granted credit shall be advanced to the wage rate designated for the period to which such credit accrues. The granting of advanced standing will be uniformly applied to all apprentices.

## **XII. WORK EXPERIENCE - 29.5(b) (3)**

During the apprenticeship the apprentice shall receive such on-the-job training and related technical instruction in all phases of the occupation necessary to develop the skill and proficiency of a skilled journey worker. The on-the-job training shall be under the direction and guidance of qualified journey workers.

Apprentices who do not complete the required hours of on-the-job training during a given phase shall have the term of that phase extended until the required number of hours of training are accrued.

The Work Processes for each occupation are covered in the attached Occupational Schedule(s) (Appendix A).



### **XIII. RELATED INSTRUCTION - 29.5(b) (4)**

During each phase of training each apprentice is required to attend classes in subjects related to the job as outlined in Appendix B. A minimum of 144 hours of related technical instruction is required each year during the term of apprenticeship. Apprentices will not be paid for hours spent attending related instruction classes unless so determined by the Local JATC.

Any apprentice who is absent from related instruction classes, shall satisfactorily complete all class work missed before being advanced to the next period of training and wage increase. In cases of failure of an apprentice to fulfill the obligations regarding classroom (or on-the-job) training without due cause, the JATC shall take appropriate disciplinary action and may terminate the Apprenticeship Agreement after due notice to the apprentice and opportunity for corrective action has been given.

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

### **XIV. SAFETY AND HEALTH TRAINING - 29.5(b) (9)**

All apprentices shall receive instruction in safe and healthful work practices both on-the-job and in related technical instruction that are in compliance with the Occupational Safety and Health Standards promulgated by the Secretary of Labor under Public Law 91-596 and its amendments, and the Nevada State Apprenticeship Council.

### **XV. SUPERVISION OF APPRENTICES - 29.5(b) (14)**

The employer shall be responsible for the training of the apprentice on the job. The supervisor of the apprentice(s) designated by the employer shall, with the advice and assistance of the JATC, be responsible for the apprentice's work assignments' ensuring the apprentice is working under the supervision of a skilled journey worker. The supervisor of the apprentice(s) shall also be responsible for the evaluation of work performance, and completion and submittal of progress reports to the JATC.

### **XVI. RECORDS AND EXAMINATIONS - 29.5(b) (6)**

Each apprentice shall be responsible for maintaining a record of his/her work experience/training on the job and in related technical instruction and for having this record verified by his/her supervisor at the end of each week. 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 shall 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 probationary apprentice will continue in a probationary status, or an apprentice be placed on probation 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 journey worker, the JATC will, after the apprentice has been given adequate assistance and opportunity for corrective action, terminate the Apprenticeship Agreement

Written records of progress evaluations and corrective and final actions shall be maintained by the JATC. The Nevada State Apprenticeship Council will be notified of all cancellations within 10 days.

#### **XVII. MAINTENANCE OF RECORDS - 29.5(b) (22)**

The JATC shall 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, rates of pay and other forms of compensation, hours of work and training, evaluations, and other records pertinent to determination of compliance with the regulations.

The records shall be made available upon request to the Bureau of Apprenticeship and Training, U. S. Department of Labor, or O.W.I.N.N.

#### **XVIII. CERTIFICATE OF COMPLETION - 29.5(b) (15)**

Upon satisfactory completion of the requirements of the apprenticeship program as established in these Standards, the JATC shall so certify in writing to the Nevada State Apprenticeship Office and IUPAT-JATF, and Bureau of Apprenticeship and Training requesting that a Certificate of Completion of Apprenticeship be awarded to the completing apprentice(s). Such requests shall be accompanied by the appropriate documentation for both the on-the-job training and the related instruction.

#### **XIX. NOTICE TO O.W.I.N.N. -**

The Registration Agency and the IUPAT - JATF shall be notified within 10 days of all new apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, completions, and cancellations, including reason's therefore.



## **XX. APPRENTICE CERTIFICATION**

The Apprenticeship Agreement does not constitute a certification under Title 29, CFR PART 5 for the employment of apprentices on federally financed or assisted construction projects. Sponsors are required to obtain an Apprentice Certification from OWINN for each individual project listing each apprentice working on such project. OWINN should be contacted for specific local certification requirements.

## **XXI. CANCELLATION AND DE-REGISTRATION - 29.5(b) (17)**

These Apprenticeship Standards will, upon adoption by the JATC, be submitted to the Nevada State Apprenticeship Council for approval. Such approval will be required before implementation of the program. After such approval a signed copy of the Apprenticeship Standards are to be forwarded to the IUPAT-JATF national office.

The JATC reserves the right to discontinue at any time the apprenticeship program set forth herein. OWINN and the IUPAT-JATF shall be notified promptly of any decision to cancel the program.

De-registration of these Standards of Apprenticeship may be initiated by OWINN for failure of the JATC to abide by the provisions herein. Such de-registration will be in accordance with the Nevada State Apprenticeship Council's regulations and procedures.

Within fifteen 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 29.7.

## **XXII. AMENDMENTS OR MODIFICATIONS - 29.5(b) (17)**

These Standards of Apprenticeship may be amended at any time by the JATC provided that no amendment or modification adopted shall alter any Apprenticeship Agreement in force at the time without the consent of all parties to the Agreement, and provided further that such amendment shall be submitted to the Nevada State Apprenticeship Council and the IUPAT-JATF for approval and registration prior to being placed in effect. A copy of each amendment adopted will be furnished to each apprentice to whom the amendment applies.

## **XXIII. ADJUSTING DIFFERENCES/COMPLAINT PROCEDURE - 29.5(b) (21)**

The JATC shall have full authority to supervise the enforcement of these Apprenticeship Standards. Its decision will be final and binding on the employer, the local union, 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:

**Title 29 CFR 29 and NAC-610**

- A For issues regarding wages, hours, working conditions, and other issues covered by the collective bargaining agreement, apprentices may seek resolution through the applicable Grievance and Arbitration Articles of the collective bargaining agreement.
- B The JATC shall hear and consider all complaints, for which written notification is received within 15 (fifteen) days of violations, concerning the Apprenticeship Agreement and the registered Apprenticeship Standards. The JATC shall make such rulings as it deems necessary in each individual case, and within 30 (thirty) days of receiving the written notification.

Either party to the Apprenticeship Agreement may consult O.W.I.N.N. for an interpretation of any provision of the Standards over which differences occur. The name and address of the appropriate authority to receive, process and make disposition of complaints is: Joint Apprenticeship Training Coordinator, 1819 Hymer Avenue, Sparks, Nevada 89431. The next level of appeal is to O.W.I.N.N., 555 East Washington Avenue #4900, Las Vegas, Nevada, 89101.

**Title 29 CFR 30.11 and the Nevada State EEO Plan**

- A.. Any apprentice or applicant for apprenticeship who believes he or she has been discriminated against on the basis of race, color, religion, national origin, sexual orientation, disability, age or sex with regard to apprenticeship or that the equal opportunity standards with respect to his or her selection have not been followed in the operation of the apprenticeship program, may personally or through an authorized representative, file a complaint with the Nevada State Apprenticeship Council, U.S. Department of Labor or, at the apprentice or applicant's election, with a private review body established by the program JATC (if applicable).

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

The complaint must be filed not later than 180 days from the date of the alleged discrimination or specified failure to follow the equal opportunity standards.

The JATC shall provide each applicant and apprentice with this complaint

#### **XXIV. TRANSFER OF TRAINING OBLIGATION -29.5(B) (13)**

In the event the employer is unable to fulfill his/her obligation under the apprenticeship agreement, the apprentice may be transferred to another employer operating the same program. Such transfers are subject to the consent of the apprentice and of the Sponsor.

#### **XXV. COLLECTIVE BARGAINING AGREEMENTS**

No provisions in these Standards of Apprenticeship shall be construed as permitting violation of any applicable local, State or Federal laws or regulations.

Nothing in these Standards of Apprenticeship shall be interpreted as being inconsistent with existing or subsequent collective bargaining agreements establishing higher standards. In the event of a conflict the higher standards, whether in the Apprenticeship Standards or the collective bargaining agreement, shall prevail.

#### **XXVI. DISCIPLINARY ACTION AND POLICY**

The JATC may take disciplinary action against any apprentice for failure to comply with the Apprenticeship Agreement or Apprenticeship Standards.

Before invoking disciplinary action the JATC will notify the apprentice of the infraction and provide reasonable opportunity for corrective action. When disciplinary action is to be imposed, the JATC will notify the apprentice by certified mail to appear before the JATC. If the apprentice fails to appear before the JATC after due notice, disciplinary action may be invoked without a hearing.

Disciplinary action may include postponement of advancement from one phase of training to the next due to lack of progress in on-the-job training or related instruction; warnings regarding non-compliance with rules and regulations; or temporary removal of the apprentice from the job, causing loss of employment. It may also include cancellation of the Apprenticeship Agreement and removal of the apprentice from the apprenticeship program. Such action will occur only after due notice to the apprentice and opportunity for corrective action has been provided. Removal by the JATC shall cancel the apprentice's registration and, thus, the opportunity to complete the training. The JATC will promptly notify the Nevada State Apprenticeship Council.

If an Apprentice has been removed from the Apprenticeship for disciplinary action, they will be deemed ineligible to re apply for a period of one year from removal. If said Apprentice reapplies after a year and gets removed for disciplinary action again they will be ineligible to reapply.

## **XXVII. RESPONSIBILITIES OF APPRENTICES**

During the term of apprenticeship, the apprentice shall:

- A. Perform diligently and faithfully the work of the occupation and such other duties as may be assigned in accordance with the Standards.
- B. Respect the property of the employer and abide by all working rules and regulations of the employer, the union, and the JATC.
- C. Attend and complete satisfactorily the required hours of instruction in subjects related to the craft, as provided under these Standards.
- D. Maintain such records of on-the-job training and related instruction as required by the JATC.
- E. Develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of other workers.
- F. Follow all rules and regulations as prescribed by the JATC

**XXVIII. SIGNATURE PAGE ADOPTING APPRENTICESHIP STANDARDS**

**OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS:**

The Northern Nevada Finishing Trades Institute Joint Apprenticeship and Training Committee of District Council 16, Local 567 hereby adopts these Apprenticeship Standards on this \_\_\_\_ Day of \_\_\_\_\_ 2018.

REPRESENTING THE NORTHERN NEVADA FINISHING TRADES INSTITUTE  
JOINT APPRENTICESHIP AND TRAINING COMMITTEE OF DISTRICT COUNCIL  
16, LOCAL 567:

**LABOR**

Russell James  
Signature

Russell James  
Printed Name

Reg. Director DC. 16  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**MANAGEMENT**

Michael W. Kennedy  
Signature

Michael W. Kennedy  
Printed Name

Trustee  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**APPENDIX**  
**A**  
***Painters Construction and Maintenance***  
***O\*Net Code 47-2141.00***

The condensed schedule of the major divisions of the trade in which Apprentices shall receive work experience is as follows:

|  |                  |
|--|------------------|
| 1. Traffic control, working in traffic             | 700 hours        |
| 2. Surface preparation, asphalt, concrete extruded | 700 hours        |
| 3. Layout  | 800 hours        |
| 4. Materials used in traffic control painting      | 400 hours        |
| 5. Operation of tools and equipment                | 800 hours        |
| 6. Maintenance of equipment                        | 300 hours        |
| 7. Applications – Interior & exterior              | 1800 hours       |
| 8. Miscellaneous, curbs, stenciling                | <u>500 hours</u> |
| TOTAL  | 6000 hours       |

**APPENDIX  
B**

***Painters Construction and Maintenance  
O\*Net Code 47-2141.00***

**RELATED INSTRUCTION**

**FIRST YEAR**

**Hours**

**APPRENTICE AND LABOR HISTORY,**

- The Apprentice will learn about the history of the Labor movement in the United States

**LADDERS & SCAFFOLDING,**

(SAFETY AND HEALTH TRAINING)

- The Apprentice will learn about the safe inspection, erecting and usage of multiple types of ladders and scaffolds.

**OSHA 30-HR OUTREACH PROGRAM,**

- The Apprentice will achieve a Federal 30 Hour OSHA certification through a 40 hour course.

**FIRST AID / CPR, RESPERATOR and  
FALL PROTECTION,**

- Apprentices will learn the techniques and applications of 1<sup>st</sup> Aid and CPR through a sanctioned American Heart Association 8 hour course.
- Apprentices will be instructed in the proper usage and maintenance of different respirators. They will receive a fit test and ½ mask respirator .

**TOTAL HOURS            160**

**SECOND YEAR**

**Hours**

**COLOR MIXING AND MATCHING**

- Apprentices will learn the different types of coatings, tints and application processes needed to match existing coatings.

**“LEAD ABATEMENT TRAINING”**

(SAFETY AND HEALTH TRAINING)

- Apprentices will learn of the health hazards associated with Lead and other metals that are used in paint pigments. They will learn safe working habits and how to protect themselves and their family from these known hazards.



PAVEMENT REMOVAL AND PREPARATION EQUIPMENT

- Apprentices will learn proper procedures and practices in the safe operation of this equipment.
- Pre and post maintenance required in the operation of this equipment.

THERMOPLASTIC EQUIPMENT

- Apprentices will learn proper procedures and practices in the safe operation of this equipment.
- Pre and post maintenance required in the operation of this equipment.

**TOTAL HOURS      160**

## APPENDIX B

### *Painters Construction and Maintenance* *O\*Net Code 47-2141.00*

#### RELATED INSTRUCTION

#### **THIRD YEAR**

#### **Hours**

##### ABRASIVE BLASTING CAPSULE

- Apprentices will learn how to properly set up and use abrasive blast cleaning equipment.
- Apprentices will learn the different levels of cleaning as per the standards established for concrete.
- Apprentices will learn the specific health hazards that are associated with abrasive blasting and proper PPE .

##### PAINT APPLICATION EQUIPMENT

- Apprentices will learn proper procedures and practices in the safe operation of this equipment.
- Pre and post maintenance required in the operation of this equipment.

##### “BLUE PRINT READING” .

Apprentices will learn how to interpret blueprints, specifications and drawings associated with the construction industry.

##### PLURAL COMPONENT APPLICATION EQUIPMENT CAPSULE

- Apprentices will learn proper procedures and practices in the safe operation of this equipment.
- Pre and post maintenance required in the operation of this equipment.

**TOTAL HOURS      160**



# (HIGHWAY STRIPER)

STATE OF NEVADA  
NEVADA STATE APPRENTICESHIP COUNCIL  
555 EAST WASHINGTON AVENUE # 4900  
LAS VEGAS NV 89101

## APPRENTICESHIP AGREEMENT FOR OFFICE USE ONLY I.D. NO. \_\_\_\_\_

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between,

Apprentice Name (PLEASE PRINT) \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Apprentice Signature \_\_\_\_\_

Parent or Guardian if Apprentice is a Minor  
D. O. B. \_\_\_\_\_

### APPRENTICE INFORMATION:

VETERAN STATUS:

( ) Yes

( ) No

ETHNIC DERIVATION:

( ) Black (Not Hispanic)

( ) American Indian

( ) Asian

( ) Alaskan Native

SEX:

( ) Male

( ) Female

EDUCATION:

( ) High School Diploma

( ) GED

( ) 8<sup>TH</sup> ( ) 9<sup>TH</sup> -12<sup>TH</sup> grade

( ) None

### CREDIT FOR PREVIOUS EXPERIENCE:

Hours \_\_\_\_\_ Dates Previously In Program \_\_\_\_\_

IF OVER 50% CREDIT

Transfer (State) \_\_\_\_\_ Other Employment: \_\_\_\_\_

### CREDIT FOR RELATED INSTRUCTION:

Hours \_\_\_\_\_

Trade Striper Term (Hrs) 6000 Probation Period 6 Months

Related Instruction Hours per year 144 Hours per day 8 Hours per week to be worked by apprentice 40

APPRENTICE WAGES: The apprentice schedule of pay shall be listed for each advancement period (The apprentice rate is by percentage of the journeymans rate unless otherwise indicated.)

| Period 1 <sup>st</sup> | 2 <sup>nd</sup> | JW RATE |      |  |
|------------------------|-----------------|---------|------|--|
| 55%                    | 70%             | 80%     | 100% |  |

| Term (hours) | Percent     |             |                |  |
|--------------|-------------|-------------|----------------|--|
| 0 -2000      | 2000 - 4000 | 4000 - 6000 | Journey Worker |  |

Major Work Process:

Preparation, Freeway work, parking lot striping,

Special Provisions:

Either party may terminate the Agreement by submitting written notification of termination to the approving agency; but, if such notifications are submitted after completion of the probationary period, the reason for termination shall be given. Due notice thereof must be given to the APPRENTICE, as well as an opportunity to be heard and reasonable opportunity for corrective action. The provisions on this form are acknowledged as a binding part of this agreement by the signatories; and

The terms of the Nevada State Apprenticeship statutes, regulations and standards are incorporated as a binding part of this Agreement and are acknowledged by the signatories; and

That the APPRENTICE shall not be discriminated against with respect to hire, advancement, compensation or other terms, conditions or privileges of employment because of race, color, religion creed, national origin or ancestry, sex, age, or occupationally irrelevant physical requirements.

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates indicated above:

Registered by the Nevada State Apprenticeship Council on \_\_\_\_\_

Secretary - Director of Apprenticeship

\*Warning: this agreement does not constitute a certification under NRS 610 or Title 29, CFR, Part 5 for the employment on the apprentice on Federal or State financed projects. Current certification must be obtained from the Nevada State Apprenticeship Council or Bureau of Apprenticeship & Training.

## APPENDIX C

### AFFIRMATIVE ACTION PLAN

The Northern Nevada Painters and Allied Trades Joint Apprenticeship and Training Committee pledges that the recruitment, selection and training of Apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, sex, sexual orientation, age (40 or older), genetic information, and disability..

The following activities shall constitute the Affirmative Action Plan. The Committee will make a good faith effort to participate in these activities to accomplish the goals of N.A.C. 610.510 through 610.990 and to comply with 29 CFR 30.

This program has opted to use Alternative Selection Method number four (4) as provided by the Nevada State Plan for Equal Opportunity of Apprenticeship.

1. Announcement of apprenticeship opportunities shall be made at least semi-annually. Announcements shall be made to:
  - a. OWINN.
  - b. Bureau of Apprenticeship and Training, Department of Labor.
  - c. Nevada Employment Service in each of its offices within the Committees jurisdiction.
  - d. Representative groups identified with minorities and/or females.
  - e. Such other appropriate groups as directed by the Nevada State Apprenticeship Council, i.e., local newspaper.
2. Participate in workshops conducted by the Nevada State Apprenticeship Council, bona fide organizations of apprenticeship coordinators for the purpose of furthering apprenticeship opportunities available.
3. Cooperate with local school boards and vocational education systems to develop a familiarization with the needs of the industry and the qualifications required of Apprentices.
4. The Northern Nevada Painters and Allied Trades Joint Apprenticeship and Training Committee shall communicate this plan to its participating parties to promote understanding, acceptance and support among the parties.
5. Grant advance standing or credit on the basis of previously acquired experience, training, skill or aptitude for all applicants equally.
6. Engage in such other activities that may further the entry of minorities and/or females into apprenticeship.
7. The selection of Apprentices shall be by means of a selection procedure consistent

with the provisions of the Nevada State Plan.

8. The Northern Nevada Finishing Trades Institute Joint Apprenticeship and Training Committee shall make an annual study of participation of minorities and females, in its apprenticeship Program and the hiring practice of participating employers in order to compare its utilization of these groups with the rates of their participation in the labor force in this jurisdiction. A percentage participation rate of minorities and/or females in apprenticeship which is less than their respective participation rate in the labor force signifies a utilization deficiency to be corrected through Affirmative Action.
9. Direct placement shall be permitted for graduates of the Job Corps, which is concurrent with the U.S. Department of Labor Bureau of Apprenticeship and Training.
10. Every reasonable attempt will be made for the utilization of minorities and females in the program in the same percentage as minorities and females, respectively, exist in the total population of the Northern Nevada area, as determined by the most recent Standard Metropolitan Statistical Area (S.M.S.A.) report.
  - (a) Utilization of minorities
    - 1)  $\frac{\text{Minority Labor Force}}{\text{Total Labor Force}} = 28\%$
    - 2)  $\frac{\text{Minority Apprentices}}{\text{Total Apprentices}} = 28\%$
  - (b) Utilization of females
    - (1)  $\frac{\text{Female Labor Force}}{\text{Total Labor Force}} = 44.8\%$
    - (2)  $\frac{\text{Female Apprentice (Painter)}}{\text{Total Apprentices}} = 15\%$   
 $\frac{\text{Female Apprentice (Drywall Finisher/Taper)}}{\text{Total Apprentices}} = 6\%$   
 $\frac{\text{Female Apprentice (Floor Coverer)}}{\text{Total Apprentices}} = 4.1\%$
11. A listed employee of a new participating Employer, not otherwise qualified as a Journeyman when the Employer becomes signatory, shall be evaluated by the JATC and its Coordinator, and may be indentured at the appropriate period of apprenticeship based on previous work experience and related training provided they meet the minimum qualifications.
12. If otherwise eligible for selection under these Standards, an individual who signs an authorization card during an organizing effort by the Union, where a majority of the company's covered employees have authorized the Union as bargaining representative, and whether or not the Employer becomes signatory, may be evaluated by the Committee and Coordinator and indentured at the appropriate period of apprenticeship based on previous work experience and related training provided they meet the minimum qualifications.

**APPENDIX D**

**QUALIFICATIONS  
AND  
SELECTION PROCEDURE**

**ADOPTED BY**

**Northern Nevada Finishing Trades Institute  
Joint Apprenticeship and Training Committee**

**DEVELOPED IN COOPERATION WITH THE  
BUREAU OF APPRENTICESHIP AND TRAINING  
U. S. DEPARTMENT OF LABOR**

APPROVED BY \_\_\_\_\_  
NEVADA STATE APPRENTICESHIP COUNCIL

DATE APPROVED: \_\_\_\_\_

The certification of this selection procedure is not a determination that, when implemented, the selection procedure meets the requirements of the Uniform Guidelines on Employee Selection Procedures (41 CFR part 60-3) or Title 29 CFR Part 30 and the Nevada State EEO Plan

## **SECTION I - MINIMUM QUALIFICATIONS**

Applicants accepted and registered as apprentices must meet the following minimum qualifications:

- Age:                Shall be at least 18 years of age
- Education:        A high school diploma or GED equivalency before being accepted into the program or:  
                          Have a minimum of 2 years of high school with at least 10 credits and must receive his/her high school diploma or GED within one year of entry to the program.
- Physical:          Shall be physically capable of performing the essential functions of the apprenticeship program without posing a direct threat to the health or safety of the individual or others with reasonable accommodations.

## **SECTION II - APPLICATION PROCEDURES**

- A. All persons requesting an application shall have one made available upon signing the applicant log.
- B. All applications shall be identical in form and requirements. The application form shall be numbered in sequence corresponding with the number appearing on the applicant log so that all applications can be accounted for. Columns will be provided on the applicant log to show race/ethnic and sex identification and the progress by dates and final disposition of each application.
- C. Before completing the application, each applicant will be required to review the Apprenticeship Standards and will be provided information about the program. If the applicant has any additional questions on the qualifications or needs additional information to complete the application, it will be provided by the JATC.
- D. Receipt of the properly completed application form, along with required supporting documents (proof of age - driver's license, birth certificate or other acceptable documentation) will constitute the completed application.
- E. Completed applications will be checked for minimum qualification. Applicants deficient in one or more qualifications or requirements or making false statements on their application will be notified in writing of their disqualification. The applicant will also be notified of the appeals right available to them. No further processing of the application will be taken.
- F. **Applicants meeting the minimum qualifications and submitting the required documents will be notified where and when to appear for the orientation.**



### SECTION III - SELECTION PROCEDURES

Applicants will be selected by Method Number 4:

- a) Minimum age of all applicants shall be 18 years. No maximum age.
- b) Educational prerequisites for entry: High School Diploma, GED, or High School Proficiency upon completion of the program.
- c) Physical prerequisites for entry: Applicants must be physically able to perform the work of the craft.
- d) Tests, Aptitude Proficiency Test administered at Local Union Training Center ONLY. Applicants failing to achieve a passing score on the Aptitude Test will be allowed to re-test, a minimum of 30 days after their first attempt. A second failure will result in the applicant being ineligible to retest for two years.
- e) Minimum overall passing score 75%
- f) Applications will be recorded on a chronological list according to application date and time received. All applicants will be notified of acceptance or rejection. If rejected, reasons for rejection will be stated.
- g) A ranked and rated pool of eligible applicants subject to selection for two (2) years will be established and maintained as follows:
  - a. Eligible applicants may seek employment and be referred by the employer for indenture.
  - b. Employer may request an applicant from the list of eligible's, and at such time, an applicant is referred from the top of the ranked list.
- h) Falsification of, any information furnished by the applicant to the Joint Apprenticeship and Training Committee shall be cause for rejection of the applicant by the JATC and/or cancellation of apprenticeship agreement at any subsequent date.
- i) It shall be the responsibility of the applicant to keep the Committee advised of any change of address or telephone number.
- j) All applicants' prior work experience and training will be evaluated by the committee at the time of indenture and appropriate credit will be given toward a higher apprenticeship and/or wage bracket.

#### 7. EXCEPTIONS:

- a. (Direct Entry) Graduates of the DOL Job Corp program and/or those individuals who have documented proof of formalized pre-apprenticeship training may be utilized as a source for available apprenticeship openings. These candidates may be selected

directly into available apprenticeship openings without regard to existing "Register of Apprentice Applications."

b. (Direct Entry) An employee of a non-signatory employer not qualifying as a journey level person when the employer becomes signatory shall be evaluated by the JATC using consistent, standard, non-discriminatory means and registered at the appropriate period of apprenticeship based on the skill and knowledge of the applicant provided they meet the minimum qualifications.

c. (Direct Entry) Helmets to Hardhats (Military Veterans with Technical Training) Military veterans who completed military technical training school and/or participated in a registered apprenticeship program or related craft while in the military in the occupations registered in the Floor Covering industry, may be given direct entry into the apprenticeship program. The JATC shall evaluate the military training received for granting appropriate credit on the term of apprenticeship and the appropriate wage rate. The JATC will determine what training requirements they need to meet to ensure they receive all necessary training for completion of the apprenticeship program. Entry of military veterans shall be done without regard to race, color, religion, sex, sexual orientation, age, disability or national origin.

#### **SECTION IV - MAINTENANCE OF RECORDS**

NORTHERN NEVADA FINISHING TRADES INSTITUTE JATC will keep adequate records including a summary of the qualifications of each applicant, the basis for evaluation and for selection or rejection of each applicant, the records pertaining to orientation of applicants, the original application for each applicant, information relative to the operation of the apprenticeship program, including but not limited to job assignment, promotion, demotion, layoff, or termination, rates of pay or other forms of compensation or conditions of work, hours including hours of work and, separately, hours of training provided, and any other records pertinent to a determination of compliance with these regulations, as may be required by the Department of Labor, Bureau of Apprenticeship and Training or the Nevada State Apprenticeship Council. The records pertaining to individual applicants, selected or rejected, shall be maintained in such manner as to permit the identification of minority and female (minority and non-minority) participants.

Records shall be maintained for 5 years and made available upon request to the Registering Agency or other authorized representative.

## SECTION V - OFFICIAL ADOPTION OF SELECTION PROCEDURES

The foregoing Selection Procedures are hereby officially adopted by the Northern Nevada Finishing Trades Institute Joint Apprenticeship and Training Committee of District Council 16, Local 567 on this \_\_\_\_\_ Day of \_\_\_\_\_, 2018.

### LABOR

Russell James  
Signature

Russell James  
Printed Name

Reg. Director, D.C. 16  
Title

### MANAGEMENT

Michael W. Kennedy  
Signature

Michael W. Kennedy  
Printed Name

Trustee  
Title