



**STANDARDS OF APPRENTICESHIP
adopted by**

**SEATTLE HEAT AND FROST INSULATORS AND ALLIED WORKERS
APPRENTICESHIP COMMITTEE**

(sponsor name)

<u>Occupational Objective(s):</u>	<u>SOC#</u>	<u>Term</u>
ASBESTOS WORKER	47-2132.00	10,000 HOURS



APPROVED BY
Washington State Apprenticeship and Training Council
REGISTERED WITH
Apprenticeship Section of Fraud Prevention & Labor Standards Division
Washington State Department Labor and Industries
Post Office Box 44530
Olympia, Washington 98504-4530

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By: LEE NEWGENT
Chair of Council

By: ELIZABETH SMITH
Secretary of Council

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INTRODUCTORY STATEMENT

The director of the Department of Labor and Industries appointed the Washington State Apprenticeship and Training Council (WSATC) as the regulatory body responsible for developing, administering, and enforcing apprenticeship program standards (Standards) for the operation and success of apprenticeship and training programs in the State of Washington. Apprenticeship program sponsors function, administer, or relinquish authority only with the consent of the WSATC. Furthermore, only apprentices registered with the supervisor or recognized under the terms and conditions of a reciprocal agreement will be recognized by the WSATC. Parties signatory to these standards of apprenticeship declare their purpose and policy is to establish and sponsor an organized system of registered apprenticeship training and education.

These Standards are in conformity and are to be used in conjunction with the Apprenticeship Rules, chapter 296-05 WAC (Washington Administrative Code); Apprenticeship Act, chapter 49.04 RCW (Revised Code of Washington); The National Apprenticeship Act, 29 U.S.C. (United States Code) 50; Apprenticeship Programs, Title 29 Part 29 CFR (Code of Federal Regulations); and Equal Employment Opportunity in Apprenticeship and Training, Title 29 Part 30 CFR which govern employment and training in apprenticeable occupations. They are part of this apprenticeship agreement and bind all signers to compliance with all provisions of registered apprenticeship. Additional information may need to be maintained by the program sponsor that is supplemental to these apprenticeship standards. This information is for purposes of ensuring compliance with decisions of the WSATC and the apprenticeship laws identified above.

If approved by the council, such amendment/s and such changes as adopted by the council shall be binding to all parties. Program sponsors shall notify apprentices and employer training agents (if applicable) of changes when they are adopted by the council. If and when any part of these Standards becomes illegal, as pertains to federal and/or state law, that part and that part alone will become inoperative and null and void, and the Department of Labor and Industries (Department) may adopt language that will conform to applicable law. The remainder of the Standards will remain in full force and effect.

Sections of these standards identified as bold "insert text" fields are specific to the individual program standards and may be modified by a sponsor submitting a revised standard for approval by the WSATC. All other sections of the standards are boilerplate and may only be modified by the WSATC.

See WAC 296-05-003 for the definitions necessary for use with these Standards.

Sponsor Introductory Statement (Optional):

The following Standards have been developed by the Western Insulation Contractors Association and the Asbestos Workers Local No. 7, and assisted by the Apprenticeship Section, Washington State Department of Labor and Industries.

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I. GEOGRAPHIC AREA COVERED:

The sponsor has no authority to conduct training outside of the geographical area covered by these Standards. The sponsor may enter into an agreement [portability agreements – see WAC 296-05-303(4)(g)] with other sponsors for the use of apprentices by training agents that are working outside of their approved geographic area. Also, the WSATC may recognize and approve out-of-state apprenticeship programs and standards if certain conditions are met and the out-of-state sponsoring entity requests it (see WAC 296-05-327). Apprenticeship program sponsors will ensure compliance with the provisions of any agreement recognized by the WSATC.

The area covered by these Standards shall be the counties of Chelan, Clallam, Douglas, Grays Harbor, Island, Jefferson, King, Kitsap, Kittitas, Lewis, Mason, Okanogan, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Whatcom and Yakima in the State of Washington. Rand and McNally's map shall be considered the official map of the trade.

II. MINIMUM QUALIFICATIONS:

Minimum qualifications must be clearly stated and applied in a nondiscriminatory manner [see WAC 296-05-316(17)].

Age: **Minimum age of 18.**

Education: **None**

Physical: **Must be able to perform the work of the trade. Evidence of physical ability as evidenced by certification by a qualified doctor of medicine, including a drug screen test, provided at the expense of the applicant. A chest x-ray is recommended.**

Testing: **Each applicant will be required to submit to a test given by the Apprenticeship Committee. The test will consist of basic trade related math, the ability to read and follow directions and physical and manual skills. A passing grade will be 70% or more of available points. If the applicant does not achieve a passing grade no further processing will be done.**

Other: **a. Applicant must have current Washington State Driver's license.**
b. Applicant must have social security number.
c. Applicant must have reliable transportation.

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III. CONDUCT OF PROGRAM UNDER WASHINGTON EQUAL EMPLOYMENT OPPORTUNITY PLAN:

Sponsors with five (5) or more apprentices must adopt an Equal Employment Opportunity (EEO) Plan and Selection Procedures (see Part D of chapter 296-05 WAC and 29 CFR Part 30).

The recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of race, sex, color, religion, creed, national origin, age, sexual orientation, marital status, veteran or military status, the presence of a disability or any other characteristic protected by law. The sponsor shall take positive action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required by the rules of the Washington State Apprenticeship and Training Council (chapter 296-05 WAC) and Title 29, Part 30 of the Code of Federal Regulations.

A. Selection Procedures:

1. **Information of apprenticeship openings shall be posted in the Seattle Asbestos Workers Apprenticeship Committee Office and disseminated in accordance with the Washington State Apprenticeship and Training Council Affirmative Action Plan.**
2. **At least thirty (30) days prior to time of acceptance of applications and at least once annually, except in years when no applications are accepted, a notice shall be given to the proper agencies, in accordance with the Washington State Apprenticeship and Training Council Affirmative Action Plan, that acceptance of applications will begin.**
3. **Applications, when available, shall be provided by the Seattle Asbestos Workers Apprenticeship Committee and may be obtained at the Apprenticeship and Training office during regular business hours. Completed applications must be returned to the Apprenticeship Committee Office within fourteen (14) calendar days of original receipt.**
4. **Prior to filing of an application, proof of qualifications as listed in Section 2 (Minimum Qualifications) above must be furnished by applicant.**
5. **Applicants who have met all the conditions previously stated will be notified in writing the time and date to report for further processing and the interview, which will be conducted by the Apprenticeship and Training Committee.**
6. **Selection of qualified applicants shall be in descending order of ranking.**

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7. **At its option, the Apprenticeship Committee will interview existing applicants as well as interview new applicants to determine ranking order and purge the active waiting list determine those who have a continuing interest in being considered for the apprenticeship program. Applicants will be notified by first class mail and will be given thirty (30) days to respond. The notice will state that if the applicant does not respond in writing or in person within the given times, the application will be withdrawn and placed in the dead file. Individuals wanting to be considered must reapply.**
8. **The applicant, in person or in writing, must keep the Apprenticeship Committee informed of their current address.**
9. **There will be no discrimination in apprenticeship or employment during apprenticeship after selections have been made, including but not limited to job assignment, lay-off, termination, rates of pay or other forms of compensation, or conditions of work. All apprentices employed shall be subject to the same job performance requirements.**

B. Equal Employment Opportunity Plan:

1. **Participation in annual workshops, if available, designed to familiarize all concerned with the apprenticeship system and current opportunities.**
2. **Cooperate with school boards, community colleges, and vocational schools to develop programs, which prepare students for entrance into apprenticeship.**
3. **Disseminate information, within shops or concerns, concerning equal opportunity policies of the program's sponsor(s).**
4. **To encourage establishment and use of pre-apprenticeship preparatory trade training and to provide that those who engage in such programs are given full and equal opportunity for admission into the apprenticeship program.**
5. **Use minority and women (minority and non-minority) journey-level workers and apprentices to promote the affirmative action program.**
6. **Selection from lists of qualified applicants for apprenticeship, in other than order of ranking, so as to reach women (minority and non-minority) or minorities. To also grant credit for previous trade experience or trade-related courses for all applicants equally. To also allow hiring of applicants in the area of local hire requirements in distressed areas.**

Discrimination Complaints.

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Any apprentice or applicant for apprenticeship who believes they have been discriminated against may file a complaint (WAC 296-05-443).

IV. TERM OF APPRENTICESHIP:

The minimum term of apprenticeship must not be less than 2000 hours of reasonably continuous employment in each occupation identified in these Standards. The term of apprenticeship must be stated in hours of employment [WAC 296-05-316(1)].

The term of apprenticeship shall be at least five (5) years or 10,000 hours of reasonably continuous employment.

See Section 10, Administrative/Disciplinary Procedures.

V. INITIAL PROBATIONARY PERIOD:

All apprentices are subject to an initial probationary period, stated in hours or months of employment for which they receive full credit toward completion of apprenticeship. Advance credit/standing will not reduce the initial probationary period. The initial probationary period [WAC 296-05-316(22)]:

1. Is the period following the apprentice's registration into the program and during which the apprentice's appeal rights are impaired. The initial probation must not exceed twenty percent (20%) of the term of apprenticeship or one year from date of registration, unless an exemption by the WSATC has been granted for longer probationary periods as specified by Civil Service or law.
2. Is the period that the WSATC or the supervisor of apprenticeship may terminate an apprenticeship agreement at the written request by any affected party. The sponsor or the apprentice of the apprenticeship agreement may terminate the agreement without a hearing or stated cause. An appeal process is available to apprentices who have completed the initial probationary period.

Apprentices shall be subject to a probationary period not to exceed the first 2000 hours of reasonably continuous employment.

VI. RATIO OF APPRENTICES TO JOURNEY LEVEL WORKERS:

Supervision is the necessary education, assistance, and control provided by a journey-level employee that is on the same job site at least seventy-five percent of each working day, unless otherwise approved by the WSATC. The sponsor will assure that apprentices are under the supervision of competent and qualified journey-level workers on the job who are responsible for the work being performed, to ensure safety and training in all

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phases of the work. Apprentices will work the same hours as journey-level workers, EXCEPT where such hours may interfere with related/supplemental instruction [WAC 296-05-316(5)].

The ratio of apprentices shall equal a minimum ratio of one (1) apprentice to three (3) Local #7 or journey-level workers mechanics employed in each shop.

VII. APPRENTICE WAGES AND WAGE PROGRESSION:

The apprentice will be paid a progressively increasing schedule of wages based on specified percentages of journey-level wage consistent with skills acquired [WAC 296-05-316(27)]. These may be indicated in hours or monthly periods set by the sponsor. The entry wage will not be less than the minimum wage prescribed by the Fair Labor Standards Act, where applicable, unless a higher wage is required by other applicable federal law, state law, respective regulations, or by collective bargaining agreement.

The sponsor may accelerate, by an evaluation process, the advancement of apprentices who demonstrate abilities and mastery of the occupation to the level for which they are qualified. When the apprentice is granted advanced standing the sponsor must notify the employer/training agent of the appropriate wage per the wage progression schedule specified in these Standards.

Step	Number of hours/months	Percentage of journey-level rate
1st year		45%
2nd year		55%
3rd year		65%
4th year		75%
5th year		85%

Fringe rates and wages shall be paid as a percentage of the Base journeymen Wage Rate that has the lowest benefit contribution and thus the highest on the check amount. This calculated Journey-Level Wage Rate will be submitted to the Department annually or as changed.

For clarification of the preceding: First, second, third, fourth and fifth year rank or advancement of the apprentice and is not intended to mean specific measure of time involved.

No apprentice shall be paid more than the wage rate (including vacation) applicable to his/her rank in the trade.

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VIII. WORK PROCESSES:

The apprentice shall receive on the job instruction and experience as is necessary to become a qualified journey-level worker versed in the theory and practice of the occupation covered by these Standards. The following is a condensed schedule of work experience, which every apprentice shall follow as closely as conditions will permit.

Employers/training agents shall only use registered apprentices to perform the work processes as stated in this section. [WAC 296-05-303(5)(f)]

- A. To prevent accidents and to observe the state safety law and orders of the Division of Industrial Safety applying to the industry and orders of industry, each employer will provide necessary safety training for each apprentice prior to the apprentice's use or operation of any equipment and to the performance on any job operation. This on-the-job training in safe practices will be supplemented in the related instruction.**
- B. The employer will cooperate with the Apprenticeship Committee as appropriate in their function of providing for first-aid training of apprentices.**
- C. The major work processes in which the apprentices will be trained will include preparation, alteration, application, erection, assembling, molding, pouring, mixing, hanging, adjusting, repairing, dismantling, removing, reconditioning, maintenance, finishing, and/or weatherproofing of hot or cold surfaces with such materials as may be specified, when those materials are to be installed for the purpose of thermal insulation in voids or to create voids on either piping, fittings, valves, boilers, ducts, flues, tanks, vats, equipment or on any hot or cold surfaces for the purposes of thermal control or to be installed for sound control purposes on mechanical devices, equipment, piping, surfaces related in an integral way to the insulation of such mechanical devices, equipment and piping. This work also includes the handling and distribution of thermal insulation materials on the job site. Although not necessarily in the order listed, the approximate hours, not necessarily continuous, to be spent on each area as are follows:**

- D. Asbestos Worker: Approximate Hours**

APPLICATION OF INSULATION MATERIALS AND THEIR FINISHES

- 1. Commercial2700
Plumbing-Heating-Air Conditioning (Ducts covering and linings including plenums). Fire stops and Fire proofing penetrations.**

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2.	Industrial and Process Plant	2850
	Piping, vessels, equipment, etc. (Breechings, boilers, hoppers, pumps, storage tanks, etc.) Fire stops and Fire proofing penetrations.	
3.	Refrigeration and Low Temperature.....	1400
	(Piping, equipment, vessels and tanks, etc.)	
4.	Ship and Marine Work.....	2240
	(Piping, equipment, intakes, exhausts, heat exchangers, conditional air ducts, potable water, salt water flushing)	
5.	Prefabrication.....	800
	(Fittings, heads, pads, thermal tapes, miters, layouts, and rolled materials)	
6.	Asbestos Awareness and Safety Training.....	10
	TOTAL HOURS:	10,000

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IX. RELATED/SUPPLEMENTAL INSTRUCTION:

The apprentice must attend related/supplemental instruction (RSI). Time spent in related/supplemental instruction shall not be considered as hours of work and the apprentice is not required to be paid for time spent in related/supplemental instruction.

The sponsor and training agent must provide for instruction of the apprentice during the related/supplemental instruction in safe and healthful work practices in compliance with the Washington Industrial Safety and Health Act, and applicable federal and state regulations.

Clock hours of actual attendance by the apprentice in related/supplemental instruction classes at the community/technical college or other approved training locations shall be reported to the Department on a quarterly basis. Such reports will clearly identify paid versus unpaid and supervised versus unsupervised RSI time for industrial insurance purposes.

For industrial insurance purposes, the WSATC will be considered as the employer should any supervised apprentice, not being paid to attend RSI, sustain an injury while participating in related/supplemental classroom activity, or other directly related activity outside the classroom. The activities must be at the direction of the instructor.

In case of failure on the part of any apprentice to fulfill the obligation to attend RSI, the sponsor has authority to take disciplinary action (see Administrative/Disciplinary Procedures section).

The methods of related/supplemental training must consist of one or more of the following (please indicate by checking those that apply):

- Supervised field trips
- Approved training seminars (specify)
- A combination of home study and approved correspondence courses (specify)
- State Community/Technical college
- Private Technical/Vocational college
- Training trust
- Other (specify): **Asbestos Awareness Training**

160 Minimum RSI hours per year defined per the following (see WAC 296-05-316(6)):

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- (X) twelve-month period from date of registration.*
- () defined twelve-month school year: **(insert month)** through **(insert month)**.
- () two-thousand hours of on the job training.

**If no selection is indicated above, the WSATC will define RSI hours per twelve-month period from date of registration.*

Additional Information:

- A. A monthly attendance and progress report to the Apprenticeship Committee shall be made by the instructor.**

- B. Satisfactory progress must be maintained in related training classes. Satisfactory progress will be defined as the accumulation of all necessary related instruction hours, a passing grade of 70% or better of possible points on all tests, quizzes and required assignments completed, as well as a complete and up to date JATC issued log book. Failure to maintain satisfactory progress, as defined above will result in one or more of the following disciplinary actions:**
 - 1. Delay before advancement to the next wage progression.**
 - 2. Citation for cause for failure to maintain satisfactory progress as outlined above.**
 - 3. Additional hours of related instruction added to the term of apprenticeship.**
 - 4. Cancellation of the apprenticeship agreement.**

- C. The Apprenticeship Committee recommends that courses for asbestos workers be limited to those who are actually apprentices in the asbestos workers trade in accordance with these Standards.**

X. ADMINISTRATIVE/DISCIPLINARY PROCEDURES:

Sponsors may include in this section requirements and expectations of the apprentices and training agents and an explanation of disciplinary actions that may be imposed for noncompliance. The sponsor has the following disciplinary procedures that they may impose: Disciplinary Probation, Suspension, or Cancellation.

Disciplinary Probation: A time assessed when the apprentice's progress is not satisfactory. During this time the program sponsor may withhold periodic wage advancements, suspend or cancel the apprenticeship agreement, or take further disciplinary action. A disciplinary probation may only be assessed after the initial probation is completed. During the disciplinary probation, the apprentice has the right to file an appeal of the sponsor's action with the WSATC (as described in WAC 296-05-009).

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Suspension: A suspension is a temporary interruption in progress of an individual's apprenticeship program that may result in the cancellation of the Apprenticeship Agreement. Could include temporarily not being allowed to work, go to school or take part in any activity related to the Apprenticeship Program until such time as the sponsor takes further action.

Cancellation: Refers to the termination of an apprenticeship agreement at the request of the apprentice, supervisor, or sponsor. [as described in WAC 296-05-316(22)].

A. **General Procedures**

1. **To review the progress of each apprentice, all parties participating under the Standards may be asked for a report of each apprentice. Apprentices will be reviewed each month during the first year, quarterly during their second year, and every six months thereafter.**
2. **Apprentices shall not be arbitrarily moved from one (1) employer to another unless it is to balance the ratio of mechanics to apprentices (3 to 1) without prior notification to the Apprenticeship Coordinator, or to the Apprenticeship Committee if the coordinator is not available.**
3. **Each individual apprentice will be judged on his/her own merit.**
4. **All Apprentices are required to accept union dispatch to any employment under the appropriate bargaining agreement covering such employment. If dispatch is not accepted, the apprentice will be called before the Apprenticeship Committee, which may result in Apprenticeship Agreement cancellation.**

Any apprentice employed by a signatory employer shall not voluntarily quit that employer. A violation of this Standard may result in apprenticeship agreement cancellation or citation for cause.

5. **Each apprentice employed under these Standards is required to apply themselves with diligence and care to the various tasks assigned to them, to protect the property and interests of their employer in a proper manner, to respect and obey rules of the firm, and to conduct themselves at all times in a creditable manner, realizing that much time, money and effort are expended in affording them the opportunity to become a skilled craftsman.**
6. **Any apprentice called before the Apprenticeship Committee three (3) times for cause and found in violation of the Standards will be given a strike for cause for each violation after the third strike for cause face cancellation of his/her apprenticeship.**

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- 7. Apprentices shall be rotated among employers once yearly unless it is determined by the JATC Coordinator that an apprentice is receiving sufficiently broad field training with an individual employer.**
- 8. No apprentice enrolled in this program shall be eligible to sit as a member of the Apprenticeship Committee.**
- 9. Allowance may be made for time off due to illness, vacation, seasonal and economic conditions affecting the availability of work as otherwise noted under the work processes schedule. No consideration shall be given to extended periods of interruptions in the work experience for personal or artificial reasons. Two thousand (2000) hours of work continuous employment in a twelve-month continuous period shall be considered reasonably continuous employment. However, the Apprenticeship Committee may, by special consideration, allow progress to the next year of advancement at the end of the apprentice's current twelve-month period if a minimum of 1600 hours of work has been accumulated within that period. An apprentice shall be considered to be available for work during the time from union dispatch until termination by the employer. During the period in which the apprentice is available for work, a minimum of 80% of the available hours must be worked or the apprentice will be called before the Apprenticeship Committee, which may result in Apprenticeship Agreement cancellation.**
- 10. High School Graduate or equivalent will be required prior to completion of the apprenticeship.**
- 11. An examination of the apprentice shall be given each year by the rate of pay. In these examinations, the scheduled increase in the Apprenticeship Committee to determine his/her eligibility to receive consideration shall be given to school attendance, progress, and daily employment record of the apprentice.**
- 12. If any apprentice fails (defined as less than 70% of possible points) the same examination, excluding a year end test or a journey-level exam, three (3) times, given at intervals of not less than seven (7) days and not greater than thirty (30) days, he/she will face cancellation of his/her apprenticeship. If any apprentice fails a year end test or journey-level exam he/she will have an additional 72 hours of related supplemental instruction to complete, over a period of not less than six (6) months before he/she can qualify for a retake of that same exam and/or qualify for advancement to the next wage progression.**
- 13. The apprentice must notify the Apprenticeship Committee office in writing, within seven (7) calendar days, of any school absence stating the reason for absence. Failure to do so will result in an automatic unexcused absence.**

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An unexcused absence will mean that a one (1) calendar month extension will be added to the apprentice's next advancement after all other requirements have been met. When written communication is received from an apprentice in a timely manner as prescribed above concerning a school absence, the Apprenticeship Committee will examine the excuse at their next regular meeting to determine validity. If the excuse is found to be valid, a make-up class will be assigned and only that class will be considered a makeup. Make-up classes will be predetermined at the beginning of each school year not to exceed a maximum of two (2) per year for reasonable excuse, and up to three (3) additional for work purposes only. If the excuse examined is found to be invalid, it will be considered unexcused and treated as such. More than one unexcused absence during a school year will be adequate reason for the Apprenticeship Committee to request the apprentice to appear before the Apprenticeship Committee for disciplinary action.

14. It will be the responsibility of each apprentice to notify his/her employer and the Apprenticeship Committee two (2) weeks prior to taking a vacation. Each apprentice will be allowed only one absence, for vacation, from related classes during the regular school year.
15. Tardiness to class-related training will not be tolerated and apprentices may be called before the Apprenticeship Committee for cause.
16. Any apprentice who is extended by the Apprenticeship Committee will be required to attend class-related instruction during the extension.

B. Local Apprenticeship Committee Policies

1. Safety Policy
2. Alcohol and Controlled Substances Policy
3. Employee Safety Responsibilities Policy
4. General and Job Specific Safety Rules Policy
5. Emergency Procedures
6. Personal Protective Equipment Requirements
7. Hazard Communication Training Policy
8. Return to Work and Training Policy
9. Accident Prevention Plan & Policy

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C. Complaint and Appeal Procedures:

All registered programs must establish procedures explaining the program's complaint review process. Complaints that involve matters covered by a collective bargaining agreement are not subject to the complaint review procedures in this section.

Complaint (after initial probation completed) – WAC 296-05-009 and 296-05-316(22)

- Prior to: 20 calendar days of intention of disciplinary action by a sponsor
- Sponsors must notify the apprentice in writing of action to be taken
 - Must specify the reason(s) for discipline, suspension, or cancellation
 - Decision will become effective immediately
 - Written reason(s) for such action must be sent to the apprentice

- Within: 30 calendar days request for reconsideration from the sponsor
- Apprentice to request sponsor to reconsider their action

- Within: 30 calendar days of apprentice's request for reconsideration
- Sponsor must provide written notification of their final decision

If apprentice chooses to pursue the complaint further:

- Within: 30 calendar days of final action
- Apprentice must submit the complaint in writing to the Department
 - Must describe the controversy and provide any backup information
 - Apprentice must also provide this information to the local sponsor

- Within: 30 business days for supervisor to complete investigation
- If no settlement is agreed upon during investigation, then supervisor must issue a written decision resolving the controversy when the investigation is concluded

If the apprentice or sponsor disputes supervisor decision:

- Within: 30 calendar days of supervisor's decision, request for WSATC hearing
- Request must be in writing
 - Must specify reasons supporting the request
 - Request and supporting documents must be given to all parties
 - WSATC must conduct the hearing in conjunction with the regular quarterly meeting

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- Within: 30 calendar days after hearing
- WSATC to issue written decision

XI. COMMITTEE – RESPONSIBILITIES AND COMPOSITION

NOTE: The following is an overview of the requirements associated with administering an apprenticeship committee and/or program. These provisions are to be used with the corresponding RCW and/or WAC.

The sponsor is the policymaking and administrative body responsible for the operation and success of this apprenticeship program. A committee is responsible for the day-to-day operations of the apprenticeship program and they must be knowledgeable in the process of apprenticeship and/or the application of chapter 49.04 RCW and chapter 296-05 WAC. Sponsors must develop procedures for:

A. Committee Operations (WAC 296-05-316): (Not applicable for Plant Programs)

Convene meetings at least three times per year of the program sponsor and apprenticeship committee attended by a quorum of committee members as defined in the approved Standards. If the committee does not indicate its definition of quorum, the interpretation will be “50% plus 1” of the approved committee members. Conference call meetings may be conducted in lieu of regular meetings but must not exceed the number of attended meetings and no disciplinary action can be taken during conference call meetings.

B. Program Operations (Chapter 296-05 WAC - Part C & D):

1. The program sponsor will record and maintain records pertaining to the administration of the apprenticeship program and make them available to the WSATC or Department on request.

Records required by WAC 296-05-400 through 455 (see Part D of chapter 296-05 WAC) will be maintained for five (5) years; all other records will be maintained for three (3) years.

2. The sponsor will submit to the Department through the assigned state apprenticeship consultant the following list:

Forms are available on line at

<http://www.lni.wa.gov/TradesLicensing/Apprenticeship/FormPub/default.asp> or from your assigned apprenticeship consultant.

- Apprenticeship Agreements – within first 30 days of employment
- Authorization of Signature forms - as necessary
- Approved Training Agent Agreements (sponsor approving or canceling) – within 30 days

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- Minutes of Apprenticeship Committee Meetings – within 30 days of meeting (not required for Plant program)
 - Request for Change of Status - Apprenticeship/Training Agreement and Training Agents forms – within 30 days of action by sponsor
 - Journey Level Wage Rate – annually, or whenever changed
 - Request for Revision of Standards - as necessary
 - Request for Revision of Committee - as necessary
 - Related Supplemental Instruction (RSI) Hours Reports (Quarterly):
 - 1st quarter: January through March, by April 10
 - 2nd quarter: April through June, by July 10
 - 3rd quarter: July through September, by October 10
 - 4th quarter: October through December, by January 10
 - On-the-Job Work Hours Reports (bi-annual)
 - 1st half: January through June, by July 30
 - 2nd half: July through December, by January 31
3. The program sponsor will adopt, as necessary, local program rules or policies to administer the apprenticeship program in compliance with these Standards that must be submitted for Department approval and updating these Standards. The apprenticeship program manager may administratively approve requests for revisions in the following areas of the Standards:
- Program name
 - Sponsor’s introductory statement (if applicable)
 - Section III: Conduct of Program Under Washington Equal Employment Opportunity Plan
 - Section VII: Apprentice Wages and Wage Progression
 - Section IX: Related/Supplemental Instruction
 - Section XI: Committee - Responsibilities and Composition (including opening statements)
 - Section XII: Subcommittees
 - Section XIII: Training Director/Coordinator
4. The sponsor will utilize competent instructors as defined in WAC 296-05-003 for related/supplemental instruction. Furthermore, the sponsor will ensure each instructor has training in teaching techniques and adult learning styles, which may occur before or within one year after the apprenticeship instructor has started to provide instruction.
- C. Management of Apprentices:
1. Each apprentice (and, if under 18 years of age, the parent or guardian) will sign an apprenticeship agreement with the sponsor, who will then register the agreement, with the Department before the apprentice attends the related/supplemental instruction classes, or within the first 30 days of employment as an apprentice. For the purposes of industrial insurance coverage and prevailing wage exemption

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under RCW 39.12.021, the effective date of registration will be the date the agreement is received by the Department.

The Department must be notified within 30 days of program approval, of all requests for disposition or modification of agreements, with a copy of the minutes approving the changes, which may be:

- Certificate of completion
 - Additional credit
 - Suspension (i.e. military service or other)
 - Reinstatement
 - Cancellation and/or
 - Corrections
2. Rotate apprentices in the various processes of the skilled occupation to ensure the apprentice is trained to be a competent journey-level worker.
 3. Periodically review and evaluate apprentices before advancement to the apprentice's next wage progression period. The evidence of such advancement will be the record of the apprentice's progress on the job and during related/supplemental instruction.
 4. The sponsor has the obligation and responsibility to provide, insofar as possible, continuous employment for all apprentices in the program. The sponsor may arrange to transfer an apprentice from one training agent to another or to another sponsor when the sponsor is unable to provide reasonably continuous employment, or they are unable to provide apprentices the diversity of experience necessary for training and experience in the various work processes as stated in these Standards. The new sponsor or training agent will assume all the terms and conditions of these Standards. If, for any reason, a layoff of an apprentice occurs, the apprenticeship agreement will remain in effect unless canceled by the sponsor.
 5. An apprentice who is unable to perform the on-the-job portion of apprenticeship training may, if the apprentice so requests and the sponsor approves, participate in related/supplemental instruction, subject to the apprentice obtaining and providing to the sponsor written requested document/s for such participation. However, time spent will not be applied toward the on-the-job portion of apprenticeship training.
 6. Hear and adjust all complaints of violations of apprenticeship agreements.
 7. Upon successful completion of apprenticeship, as provided in these Standards, and passing the examination that the sponsor may require, the sponsor will recommend that the WSATC award a Certificate of Completion of Apprenticeship. The program will make an official presentation to the apprentice that has successfully completed his/her term of apprenticeship.

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D. Training Agent Management:

1. Offer training opportunities on an equal basis to all employers and apprentices. Grant equal treatment and opportunity for all apprentices through reasonable working and training conditions and apply those conditions to all apprentices uniformly. Provide training at a cost equivalent to that incurred by currently participating employers and apprentices. Not require an employer to sign a collective bargaining agreement as a condition of participation.
2. Determine the adequacy of an employer to furnish proper on-the-job training in accordance with the provisions of these Standards. Require all employers requesting approved training agent status to complete an approved training agent agreement and comply with all federal and state apprenticeship laws and the appropriate apprenticeship Standards.
3. Submit approved training agent agreements to the Department with a copy of the agreement and/or the list of approved training agents within thirty days of committee approval. Submit rescinded approved training agent agreements and/or the list of approved training agents to the Department within thirty days of said action.

E. Composition of Committee: (see WAC 296-05-313)

Apprenticeship committees must be composed of an equal number of management and non-management representatives composed of at least four members but no more than twelve. If the committee does not indicate its definition of a quorum, the interpretation will be "50% plus 1" of the approved committee members.

Apprenticeship committees shall elect a chairperson and a secretary who shall be from opposite interest groups, i.e., chairperson-employers; secretary-employees, or vice versa; EXCEPT, this does not apply where the Registration Agency represents the apprentice(s).

For plant programs the WSATC or the Department designee will act as the employee representative.

The Seattle Heat and Frost Insulators and Asbestos Workers Apprenticeship Committee shall be composed of three (3) members representing Washington Chapter Associated Insulation Contractors of Western States and three (3) members representing International Association of Heat and Frost Insulators and Asbestos Workers Local No. 7, Seattle and Tacoma, Washington.

Quorum: **SEE ABOVE**

Program type administered by the committee: **GROUP JOINT**

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The employer representatives shall be:

Kyle Myers, Secretary
PCI
422 South Forrest Street.
Seattle, WA 98134

Rian Davis
PCI
422 South Forrest Street.
Seattle, WA 98134

John Hernandez
Hudson Bay
PO Box 80424
Seattle, WA 98108

Kevin Flanigan, Alternate
Summit
3600 Lind Ave SW, Suite 120
Renton, WA 98057

The employee representatives shall be:

Greg Bowers, Chair
37185 26th Drive South
Federal Way, WA 98003

Greg Shurts
6370 Grand Ridge Dr.
Port Orchard, WA 98367

Mike Nettekoven
1204 30th Street NE
Auburn, WA 98002

Brian Kinsman, Alternate
40179 Cape Horn Road
Lynnwood, WA 98237

XII. SUBCOMMITTEE:

Subcommittee(s) approved by the Department, represented equally from management and non-management, may also be established under these Standards, and are subject to the main committee. All actions of the subcommittee(s) must be approved by the main committee.

NONE

XIII. TRAINING DIRECTOR/COORDINATOR:

The sponsor may employ a person(s) as a full or part-time training coordinator(s)/training director(s). This person(s) will assume responsibilities and authority for the operation of the program as are delegated by the sponsor.

Douglas B. Steinmetzer
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