



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

APPLICATION FOR APPROVAL
ON THE JOB TRAINING & APPRENTICE

Program Name Northern Nevada Painting & Decorating IATC Program # NV002510001
Address 1819 Hymer Avenue City Sparks State NV Telephone (775) 356-8567
Contact Person Todd Koch Title Coordinator Type of Program: _____ Sic Code _____

Type of Action: (Check One) A. <input type="checkbox"/> Wage Increase B. <input checked="" type="checkbox"/> Revision of Standards C. <input type="checkbox"/> New Occupation	Type of Program: (Check One) A. <input type="checkbox"/> Individual Union B. <input type="checkbox"/> Individual Non Union C. <input checked="" type="checkbox"/> Group Union D. <input type="checkbox"/> Group Non Union E. <input type="checkbox"/> If Union Bargaining Unit	Journey Workers (JW) A. No. of Females <u>3</u> B. No. of Minorities <u>64</u> C. No. JW <u>249</u> D. No. of Employers <u>19</u>	Pay Period <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Semi Monthly Pay Increases (Months) <input type="checkbox"/> 3 <input type="checkbox"/> 6 <input checked="" type="checkbox"/> 12 <input type="checkbox"/> Other
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TRADE INFORMATION

Occupation	Term (OJT hours)	RTI (Classroom hours)	# Of Journey workers	# Of Apprentices in Training	Journey worker Hourly Rate	Days per Week
Painter	8000	576			\$20.82	5
Drywall Finisher	6000	576			\$22.07	5

HOURLY APPRENTICE WAGES BY PERIOD (Excluding Benefits)

Occupation	1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH	9TH	10TH
Painter	9.33	9.37	11.45	13.53	15.62	17.70	18.74	18.74		
Drywall Finisher	9.33	11.04	13.24	15.45	17.66	19.86				

Instructor	Occupation	Experience (Years)
Harry Mowrey	Painting Instructor/Painter	22 years
Russ James	Drywall Instructor/Taper	17 years

11/05/2004
Date

Todd M. Koch
Signature of Program Coordinator

DO NOT WRITE BELOW THIS LINE

Approved: 12/9/05
Disapproved: _____

Michael Tanchak 12/9/05
Secretary Director of Apprenticeship Date

APPRENTICESHIP PROGRAM REVIEW CHECKLIST

To be eligible for Registration/Approval, by the Nevada State Apprenticeship Council, standards must conform to the following in accordance with NRS 610, CFR 29 Part 29 and CFR 29 Part 30.

1. The employment and training of apprentice(s) in **Painting and Drywall Finisher**
2. Term of apprenticeship: - **page 4 Section VII.**
3. Work process outline: - **Attachment A.**
4. Provision for organized, related and supplemental instruction: - **page 6 Section XIII.**
5. Wage schedule (percentage): - **page 5 Section X.**
6. Periodic review and evaluation: - **page 7 Section XVI .**
7. Numeric ratio: - **page 4 Section VI .**
8. Probationary period: - **Page 4 Section VIII.**
9. Adequate and Safe equipment and facilities for training: - **page 7 Section XIV.**
10. Minimum qualifications of applicants: - **page 3 Section IV.**
11. Placement of an apprentice under indenture: - **page 8 Section XVII .**
12. Credit for previous experience: - **page 5 Section XI.**
13. Transfer of employers' obligation when the employer is unable to fulfill his/her obligation: - **page 10 Section XXIV.**
14. Adequate supervision on the job: - **page 7 Section XV .**
15. Identification of the registration agency: - **page 10 Section XXII (b) .**
16. Recognition of completion: - **page 8 Section XVII.**
17. Provision for the registration, cancellation and de-registration of the program:- **page 8 Section XXI.**
18. Provision for registration of apprenticeship agreements, modifications, amendments; notice to the registration office of persons who have successfully completed apprenticeship program, and notice of cancellations, suspensions, and terminations of agreements: - **page 8 Section XIX.**
19. Authority for the termination apprenticeship: - **page 8 Section XVII.**
20. A statement that the program will be conducted, operated and administered in conformity with applicable provisions of 29 CFR Part 30, as amended, or a State EEO in apprenticeship plan adopted pursuant to 29 CFR Part 30 and approved by the Department:- **page 2 Section II.**
21. Name and address of authority under program to receive, process and made disposition of complaints: - **page 10 Section XII (b).**
22. Recording and maintenance of all records concerning apprenticeship as may be required by the Bureau or recognized State Apprenticeship Agency and other applicable law, for a 5 year period: - **page 8 Section XVII.**

COMMENTS: These standards meet the minimum requirements of NRS 610, 29 CFR 29 and CFR 29 Part 30. It is my recommendation that these standards be approved, and registered with the Nevada State Apprenticeship Council.


William Walker U.S.DOL/ETA/BAT/ATR

11/5/2004
DATE

STANDARDS OF APPRENTICESHIP

DEVELOPED BY

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

**INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES
JOINT APPRENTICESHIP AND TRAINING
COMMITTEE**

FOR THE OCCUPATION (S) OF

***PAINTER 840.381-010
DRYWALL FINISHER 842.664-010***

**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 International Painters and Allied Trades District Council 16, Local 567 Joint Apprenticeship and Training Committee recognizes the need for structured training to maintain the high level of skill and competence demanded in the Painting and Drywall 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 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.

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 Registration Agency.

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 Registration Agency.

COMPLETION CERTIFICATE: The Certificate of Completion issued by the Registration Agency 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 Nevada State Apprenticeship Council.

SPONSOR: District Council 16, Local 567 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 Registration Agency.

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 Registration Agency, 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 Registration Agency 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 the Registration Agency for approval and registration. In addition, the JATC will notify the Registration Agency, IUPAT-JATF, and other appropriate parties of the cancellation, suspension, extension, reinstatement, or completion of apprentices.
- 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 and Related Instruction Outline.
- 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 Registration Agency 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 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, sex, sexual orientation, age, disability or national origin. 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.

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. 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 Registration Agency. 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 three journey workers or fraction thereof.*

*Fraction thereof is defined as “The employer may place one apprentice on the job-site for one, two or three journey workers; two apprentices for four, five or six journey workers; three apprentices for seven, eight and nine 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 (Appendix A).

An apprentice who, by exceptional aptitude or as a result of past education and/or practical experience, 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 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 shall have his/her apprenticeship agreement canceled before the expiration of the probationary period, by means of written notice to the apprentice and to the registration agency.

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 the Registration Agency 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 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, unless officially excused, 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 apprentice will continue in a probationary status, or require the apprentice to repeat a process or series of processes before advancing to the next wage classification. In such cases, the JATC will initiate a performance improvement plan with the apprentice.

Should it be found that the apprentice does not have the ability or desire to continue the training to become a 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 Registration Agency will be notified of all cancellations.

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 the appropriate State Registration Agency.

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 Registration Agency 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 REGISTRATION AGENCY - 29.5(b)(18)

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

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 the Registration Agency for each individual project listing each apprentice working on such project. The Registration Agency 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 Registration Agency 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. The Registration Agency 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 the Registration Agency for failure of the JATC to abide by the provisions herein. Such de-registration will be in accordance with the Registration Agency'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 Registration Agency 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 29.5(b)(21)

- 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 with the Registration Agency 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 at the Nevada State Apprenticeship Council, 555 East Washington Avenue #4100, Las Vegas, Nevada, 89101.

Title 29 CFR 30.11

- 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, 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 procedure and the names and addresses of the local, State and Federal contacts for receiving complaints.

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 Registration Agency.

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.

XXVIII. SIGNATURE PAGE ADOPTING APPRENTICESHIP STANDARDS

OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS:

The International Union of Painters and Allied Trades District Council 16, Local 567 hereby adopts these Apprenticeship Standards on this 5th Day of November 2004.

REPRESENTING THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES DISTRICT COUNCIL 16, LOCAL 567 JOINT APPRENTICESHIP AND TRAINING COMMITTEE:

LABOR

Todd M. Koch
Signature

Todd M. Koch
Printed Name

Apprenticeship Coordinator
Title

Jerry D. Laughlin
Signature

Jerry D. Laughlin
Printed Name

Apprenticeship Committee Member
Title

Steven F. Talafuse
Signature

Steven F. Talafuse
Printed Name

Co-Owner
Title

MANAGEMENT

John Aurthur Lee Sr.
Signature

John Aurthur Lee Sr.
Printed Name

Owner
Title

Jerry Key
Signature

Jerry Key
Printed Name

Owner
Title

Roland Haas
Signature

Roland Haas
Printed Name

Apprenticeship Committee Member
Title

APPENDIX A

TRADE EXPERIENCE FOR PAINTERS AND DECORATORS (PAINTER - CONST) D.O.T. 840.381-010

ON THE JOB TRAINING

APPROXIMATE HOURS

I HEALTH AND SAFETY TRAINING.....230

II PREPARATION OF SURFACES

1. WOOD AND COMPOSITION
2. MASONRY AND CONCRETE
3. METAL
4. PAINTED
5. DRYWALL FINISHING AND SURFACE TREATMENT1500

III OPERATION AND CARE OF TOOLS AND EQUIPMENT

1. BRUSHES, ROLLERS, ETC.
2. SPRAY-PAINTING EQUIPMENT
3. MISCELLANEOUS HAND AND POWER DRIVEN TOOLS, INCLUDING
SAND AND WATER BLASTING EQUIPMENT
4. LADDERS, SCAFFOLDING, AND RIGGING
5. COMPRESSORS.....1570

IV MATERIALS USED IN PAINTING AND DECORATING

1. HAND APPLICATION
2. MACHINE APPLICATION
3. COLOR PIGMENTS
4. BINDERS, THINNERS, AND DRYERS
5. PRIMERS AND SEALERS
6. OIL PAINTS AND ENAMELS
7. CLEAR COATINGS
8. STAINS
9. MASTICS, CEMENT, ENAMELS, AND OTHER SPECIAL COATINGS
10. PLASTICS
11. ADHESIVES
12. WALL COVERINGS
13. COATINGS AND LININGS (TANKS, VATS, AND VESSELS).....2000

APPENDIX A

TRADE EXPERIENCE FOR PAINTERS AND DECORATORS (PAINTER - CONST) D.O.T. 840.381-010

ON THE JOB TRAINING Continued

V	APPLICATION OF MATERIALS-EXTERIOR AND INTERIOR	
1.	PAINTING, STAINING, COATING, AND COVERING OF ALL SURFACES	
2.	FLOOR FINISHING, SUCH AS STAINING, FILLING, SHELLACKING, VARNISHING, WAXING, SEALING BUFFING, ETC.....	1600
VI	APPLYING VARIOUS TYPES OF WALL COVERING.....	1000
VII	MATCHING AND MIXING COLORS.....	100
	TOTAL TERM HOURS	8000

APPENDIX A

TRADE EXPERIENCE FOR DRYWALL FINISHER (TAPER) D.O.T. 842.664-010

ON THE JOB TRAINING

APPROXIMATE HOURS

I	HEALTH AND SAFETY TRAINING	150
II	TAPING	
	1. JOINTS, HAND OPERATION	
	2. ANGLES, HAND OPERATION	
	3. JOINTS, MACHINE OPERATION	
	4. ANGLES, MACHINE OPERATIONS	1000
III	BED COATING AND SANDING APPLICATION	
	1. HAND APPLICATION	
	2. MACHINE APPLICATION	400
IV	DOUBLE COATING AND SANDING APPLICATION	
	1. HAND APPLICATION	
	2. MACHINE APPLICATION	500
V	SKIM COATING AND SANDING APPLICATION	
	1. HAND APPLICATION	
	2. MACHINE APPLICATION	500
VI	DETAIL WORK (HAND OPERATION)	
	1. TOUCHING UP BAD JOINTS	
	2. TAPING AND FINISHING AROUND PIPES AND TUBS	
	3. NAIL SPOTTING - 1 ST , 2 ND , AND 3 RD COATS	
	4. FILLING METAL CORNER GUARD AND METAL EDGE TRIM	
	5. APPLICATION OF TAPE-TYPE METAL CORNERS AND TRIM.....	1000

APPENDIX A

TRADE EXPERIENCE FOR DRYWALL FINISHER (TAPER) D.O.T. 842.664-010

ON THE JOB TRAINING Continued

VII FINISHING OF ANGLES

1. HAND OPERATION
2. MACHINE OPERATION 400

VIII FINISHING, SANDING, AND FINAL CHECK-OUT 500

IX APPLICATION OF TEXTURE (INCLUDING SPRAY APPLICATION)

1. APPLICATION OF VARIOUS DECORATIVE, TEXTURES AND SIMULATED
2. SPRAY APPLICATION OF FOG AND SPATTER WALL TEXTURE
3. HAND ROLLING TEXTURE
4. SKIP TROWEL TEXTURE
5. APPLICATION OF THIN WALL SURFACING TEXTURE
6. PROPER MASKING PROCEDURES 1250

X FINAL CLEANUP - FLOORS, JAMS, WINDOW FRAMES, ETC. 300

TOTAL TERM HOURS 6000

APPENDIX B

PAINTERS AND DECORATORS (PAINTER - CONST) D.O.T. 840.381-010

RELATED INSTRUCTION

FIRST YEAR Hours

“FIRST YEAR BASIC TRAINING MANUAL”

“LADDERS & SCAFFOLDING CAPSULE”
(SAFETY AND HEALTH TRAINING)

OSHA 10-HR OUTREACH PROGRAM

“FIRST AID / CPR”

TOTAL HOURS 144

SECOND YEAR Hours

“COLOR MIXING AND MATCHING”

“LEAD ABATEMENT TRAINING”
(SAFETY AND HEALTH TRAINING)

“DRYWALL FINISHING CAPSULE”

“WALLCOVERING CAPSULE”

“WOOD FINISHING”

TOTAL HOURS 144

APPENDIX B

PAINTERS AND DECORATORS (PAINTER - CONST) D.O.T. 840.381-010

RELATED INSTRUCTION Continued

THIRD YEAR

Hours

“ABRASIVE BLASTING CAPSULE”

“WOOD FINISHING CAPSULE”

“BLUE PRINT READING”

“SPRAY PAINTING - IBPAT MANUAL”

TOTAL HOURS 144

FOURTH YEAR

Hours

“SPECIAL COATING - IBPAT MANUAL”

“BLUE PRINT READING”

“ABRASIVE BLASTING”

“SCAFFOLDING; USER, ERECTOR, DISMANTLE”

TOTAL HOURS 144

**TOTAL TERM
HOURS.....576**

APPENDIX B
DRYWALL FINISHER
(TAPER)
D.O.T. 842.664-010
RELATED INSTRUCTION

FIRST YEAR	Hours
“OSHA 10-HR OUTREACH”	
“DRYWALL FINISHING”	
“FILLING BY HAND”	
“FILLING COMPOUND”	
“FINISHERS SAFETY OVERVIEW”	
“FINISHING BOXES”	
“HAND EMBEDDING / WIPING TAPES”	
“MATERIALS OF THE TRADE	
“BASIC MATHEMATICS & MEASUREMENT”	
“TOOLS OF THE DRYWALL FINISHING TRADE”	
“LADDERS & SCAFFOLDING CAPSULE” (SAFETY AND HEALTH TRAINING)	
	TOTAL HOURS.....144

APPENDIX B

DRYWALL FINISHER (TAPER) D.O.T. 842.664-010

RELATED INSTRUCTION Continued

SECOND YEAR Hours

“AUTOMATIC TAPING TOOLS”

“MATHEMATICS, FRACTIONS, DECIMALS, ANGLES & PERCENTAGES I”..

“PRE-JOB INSPECTION AND PREPARATION

“WIPING TAPES”

“FIRST AID / CPR”

TOTAL HOURS 144

THIRD YEAR Hours

“AUTOMATIC TAPING TOOLS”

“MATHEMATICS, FRACTIONS, DECIMALS, ANGLES & PERCENTAGES II”.

“BLUE PRINT READING”

“SCAFFOLDING USER, ERECTOR, DISMANTLE”

TOTAL HOURS 144

TOTAL TERM
HOURS.....432



APPENDIX C (PAINTER)
STATE OF NEVADA
NEVADA STATE APPRENTICESHIP COUNCIL
555 EAST WASHINGTON AVENUE # 4100
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:

ETHNIC DERIVATION:

- ☐ Yes ☐ Black (Not Hispanic) ☐ Hispanic
☐ No ☐ American Indian or Alaskan Native ☐ White (non Hispanic)
☐ Asian or Pacific Islander

SEX:

- ☐ Male
☐ Female

EDUCATION:

- ☐ High School Diploma ☐ GED
☐ 8th grade or less ☐ 9th -12th grade
☐ None

CREDIT FOR PREVIOUS EXPERIENCE:

Hours _____ Dates Previously In Program _____

IF OVER 50% CREDIT

Transfer (State) _____

Other Employment: _____

Trade **Painter**

Term (Hrs) _____ Probation Period **6 Months**

Related Instruction Hours per year **144**

Hours per day **8**

Hours per week to be worked by apprentice **40**

CREDIT FOR RELATED INSTRUCTION:

Hours _____

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 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th
35%	45%	55%	65%	75%	85%	90%	90%		

Term (hours)Percent

1000	2000	3000	4000	5000	6000	7000	8000		
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Major Work Process:

Preparation, Brush, Roller, Spray, Wall Covering

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 (DRYWALL FINISHER)

STATE OF NEVADA
NEVADA STATE APPRENTICESHIP COUNCIL
555 EAST WASHINGTON AVENUE # 4100
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 _____

M. O. B. _____

AND Northern Nevada Painting & Decorating JATC

Program Sponsor Name _____

1819 Hymer Avenue Sparks NV 89431

Program Address _____ City, State, Zip _____

Todd M. Koch

Officer's Name (PLEASE PRINT) _____

Officer's Signature _____

Program No. NV002510001

APPRENTICE INFORMATION:

ETERAN STATUS:

Yes ☐ Black (Not Hispanic) ☐ Hispanic

No ☐ American Indian or Alaskan Native ☐ White (non Hispanic)

☐ Asian or Pacific Islander

SEX:

☐ Male

☐ Female

EDUCATION:

☐ High School Diploma ☐ GED

☐ 8TH grade or less ☐ 9TH -12TH grade

☐ None

CREDIT FOR PREVIOUS EXPERIENCE:

Hours _____ Dates Previously In Program _____

Hours _____

OVER 50% CREDIT

Transfer (State) _____

Other Employment: _____

Trade **Drywall Finisher**

Term (Hrs) _____

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 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th
40%	50%	60%	70%	80%	90%				

Term (hours)Percent

1000	2000	3000	4000	5000	6000				
------	------	------	------	------	------	--	--	--	--

Major Work Process:

Bazooka, Wipe down, Angle Tools, Texturing, Acoustic Spray, Sanding, Masking, Clean-up

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 signators; 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 signators; 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.

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 D

AFFIRMATIVE ACTION PLAN

The Northern Nevada Painters & Drywall Finishers Joint Apprenticeship Training Committee pledges that the recruitment, selection and training of Apprentices during their apprenticeship shall be without discrimination because of race, color, religion, sex, sexual orientation, age, disability or national origin.

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 the Nevada State Apprenticeship Council Plan.

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. Nevada State Apprenticeship Council.
 - 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 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.

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
Receive his/her high school diploma or its equivalent prior to completion of the apprenticeship 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 interview.

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 Painters & Drywall Finishers Joint Apprenticeship Training Committee shall make an annual study of participation of minorities and females, in its apprenticeship Program 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.

For example:

(a) Utilization of minorities

- 1) $\frac{\text{Minority Labor Force}}{\text{Total Labor Force}} = 25.9\%$
- 2) $\frac{\text{Minority Apprentices}}{\text{Total Apprentices}} = 25.9\%$

(b) Utilization of females

- (1) $\frac{\text{Female Labor Force}}{\text{Total Labor Force}} = 44.8\%$
- (2) $\frac{\text{Female Apprentices}}{\text{Total Apprentices}} = 22.4\%$

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.

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.

APPENDIX D

**QUALIFICATIONS
AND
SELECTION PROCEDURE**

ADOPTED BY

**International Union of Painters and Allied Trades
Joint Apprenticeship and Training Committee**

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

APPROVED BY _____
REGISTRATION AGENCY

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

SECTION III - SELECTION PROCEDURES

1. All applicants for apprenticeship shall apply at the following location:

Northern Nevada Painting & Decorating JATC

Northern Nevada Labor Temple

1819 Hymer Avenue

Sparks, Nevada 89431

Painters and Allied Trades Local 567

2. The applicant will sign the "Record of Apprenticeship Applicants" form and will be given "an application for Apprenticeship."

3. The applicant will be required to return the application within ten working days along with valid ID, proof of a minimum of two years of high school education with ten credit hours, record of work experience and any other such records the applicant feels will enhance his/her application.

4. All applicants will be interviewed at the next bi-monthly apprenticeship orientation. The applicant will then be placed on the "Register of Apprentice Applications" in the order in which the completed application was received.

5. The top five available applicants on the "Register of Apprentice Applications" will be given a list of qualified and approved employers and advised that they can look for their own job. When they locate employment, they must report back to the coordinator's office to sign an Apprenticeship Agreement before going to work.

6. Applicants are responsible for keeping the apprenticeship office advised of their current address and phone number. Applicants must also contact the apprenticeship office the 1st working day of each month to state that they are still seeking employment

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.

SECTION IV - MAINTENANCE OF RECORDS

IUPAT 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 interviews 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. 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.

In addition to the above requirements, adequate records shall include a brief summary of each interview and the conclusions on each of the specific factors, e.g., motivation, ambition, and willingness to accept direction which are part of the total judgment. 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 International Union of Painters and Allied Trades, District Council 16, Local 567 Joint Apprenticeship and Training Committee on this _____ Day of _____, 2004.

LABOR

Signature

Printed Name

Title

MANAGEMENT

Signature

Printed Name

Title

**International Union of Painters and Allied Trades
Joint Apprenticeship and Training Committee**

District Council 16, Local Union 567

STATEMENT OF ELIGIBILITY

The applicant named below has met the minimum qualifications for acceptance into the Pool of Eligibles and this letter certifies that the applicant is eligible for referral to any Participating Employer. Once an employer from the list of participating employers offers employment, and before starting to work, the applicant must return to the JATC with a completed and signed Intent to Hire letter from the employer on the company's letterhead stating the date employment will begin. At that time, the applicant will sign the Apprenticeship Agreement and be registered with the JATC.

Name of
applicant: _____

Address: _____

Social Security #: _____

Phone #: _____

Trade: _____

Signature
(Authorized JATC Representative)

Date

(Only good for 30 days from date signed.)

Signature of applicant

(EMPLOYER LETTERHEAD)

STATEMENT OF INTENT TO HIRE

I (We) herewith submit this Statement of Intent to Hire for the applicant named below and request that this applicant be referred to us for employment. Our work situation is such that we intend and expect to be able to employ this person on a continuous basis, contingent on satisfactory performance and unless circumstances of the trade beyond our control make it necessary to suspend our training and employment of this applicant.

Name of Applicant: _____

SSN: _____

Name of Contractor: _____

Requested Start Date: _____

Contact Person: _____

Physical Address: _____

Mailing Address: _____

Telephone: _____

FAX No. _____

Signature and Title of Authorized Contractor Representative

Date

PLEASE SIGN AND RETURN THIS FORM TO J. A. T. C. Coordinator, 1819 Hymer Ave. Sparks NV. 89431. If you have questions, please contact this office at (775) 356-8567.

OFFICIALLY ADOPTED

The foregoing Apprenticeship Standards, being in conformity with Chapter 610 of the Nevada Revised Statute and the Nevada Administrative Regulations and applicable Federal regulations are hereby approved by the Nevada State Apprenticeship Council for Northern Nevada Painters JATC.

Approved at registered with the Nevada State Apprenticeship Council

this 9TH day of December, 2005


Nevada Labor Commissioner, Michael Tanchek

Program Number NV002510001