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**NORTHERN MECHANICAL AND IRON RANGE PLUMBING, HVAC AND PIPEFITTING
APPRENTICESHIP STANDARDS**

Formulated by the

**NORTHERN MECHANICAL AND IRON RANGE PLUMBING AND PIPEFITTING JOINT
APPRENTICESHIP AND TRAINING COMMITTEE**

Representing the

**NORTHERN MECHANICAL AND IRON RANGE PLUMBING CONTRACTORS
ASSOCIATION**

And

PLUMBERS AND STEAMFITTERS LOCAL UNION NO. 11, Zones 1 & 2

And

PLUMBERS AND STEAMFITTERS LOCAL UNION NO. 589

Of

**THE UNITED ASSOCIATION OF JOURNEYMAN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY**

PROGRAM PARTICIPANTS

APPROVAL AGENCY:

Division of Apprenticeship and Labor Standards MN Department of Labor and Industry
Labor and Industry Building 443 Lafayette Road
St. Paul, MN 55155-4303
Phone: (651) 284-5090 or dli.apprenticeship@state.mn.us

UNIONS:

U.A. Local # 11
4402 Airpark Blvd
Duluth, MN 55811-5712
(218)727-2199

U.A. Local # 589
107 S. 15th Ave. West
Virginia, MN 55792
(218)741-2482

U.A. Local #11, Zone 2
15600 Heille Ridge Ln.
Detroit Lakes, MN
56501
(218)847-3222

CONTRACTOR ASSOCIATIONS:

Northern Mechanical
Plumbing Contractors Assn.
2330 London Rd Ste 202
Duluth, MN 55812
(218)727-6227

Iron Range Plumbing
Contractors Assn.
1012 S. 8 ½ St.
Virginia, MN 55792
(218) 741-4949

APPRENTICESHIP TRAINING DIRECTOR:

Jeff Brown
4402 Airpark Blvd.
Duluth, MN 55811-5712
(218) 733-9443

SERVICING AGENCY:

MN Department of Labor and Industry
Terry Frauly, Area Representative

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APPRENTICESHIP STANDARDS

1. DEFINITIONS

- A. **“Active Candidates”** shall mean those individuals who have met the qualifications as set forth in these Standards and have been placed on the list of eligibles in descending order.
- B. **“Apprentice”** shall mean a person who has entered into an Apprenticeship Agreement with the Committee, and who is engaged in learning the plumbing, HVAC service or pipefitting trade. “Which provides for 9,000 work hours or five (5) years of reasonably continuous employment” for such persons, and for his/her participation in an approved schedule of work processes or experience through employment, and for each of the five (5) years the number of hours of related instruction the Committee deems necessary for that portion of the program, which in no case shall be less than 144 hours per year, as set out herein.
- C. **“Apprenticeship Agreement”** shall mean the written State Apprenticeship Agreement between the Committee, Employer, and the Apprentice (and if the Apprentice is a minor, his or her parent or guardian) and approved by the Approval Agency. Each agreement will contain a clause making these Standards a part of each Apprenticeship Agreement.
- D. **“Approval Agency”** shall mean the Minnesota Division of Apprenticeship and Labor Standards in the Department of Labor and Industry, State of Minnesota.
- E. **“Area”** shall mean the jurisdictional area of the Union. (See Addendum A)
- F. **“Association”** shall mean the Northern Mechanical Contractors Association and the Iron Range Plumbing Contractors Association.
- G. **“Collective Bargaining Agreement or CBA”** means the negotiated agreement between the Local Union and signatory employers that sets forth terms and conditions of employment of Apprentices and Journeyworkers.
- H. **“Consultant”** shall mean a representative of the Approval Agency, or anyone else, who has been invited to assist and advise the Committee, and who can attend Committee meetings, but shall have no vote on Committee matters.
- I. **“Committee”** shall mean the Northern Mechanical & Iron Range Plumbing and Pipefitting Joint Apprenticeship Committee.
- J. **“Employer”** herein means any contractor who subscribes to apprenticeship system, as a member of the Northern Mechanical Plumbing Contractors Association, and the Iron Range Plumbing Contractors Association and is signatory to the collective bargaining agreement with U.A. Local 11, Zones 1 or 2 or Local 589.
- K. **“In writing”** means printed or written on paper, or by electronic channels of communication.
- L. **“Journeyworker or Journeyman”** means a worker who has mastered the skills, abilities, and competencies recognized in the industry as required for the occupation. Use of the term may also refer to a mentor, technician, specialist or other skilled worker who has documented sufficient skills and knowledge of an occupation, either through formal apprenticeship or through practical on-the-job experience and formal training. The term “journeyworker” shall be interpreted to mean the same as “journeyman” or vice versa.
- M. **“State Director”** shall mean the Director of the Minnesota Division of Apprenticeship and Labor Standards, Department of Labor and Industry, State of Minnesota.
- N. **“Standards”** shall mean this entire document.
- O. **“Training Director”** shall mean the person or persons designated by the Committee to see that the terms and conditions of these Apprenticeship Standards are applied equally to all Apprentices.
- P. **“Union”** shall mean the United Association, Local No. 11, Zones 1 and 2, Duluth, Minnesota and Local No. 589, Virginia, Minnesota.

2. STATEMENT OF POLICY

- A. It shall be the policy that all Apprentices employed in the Plumbing/Pipefitting/HVAC industry shall be registered with the Division and governed by the terms and conditions of these Standards and by the provisions of Minnesota Statutes, Chapter 178 Apprentice Training and Title 29 of the Code of Federal

- Regulations, Parts 29 and 30.
- B. Northern Mechanical and Iron Range Plumbing and Pipefitting Joint Apprenticeship and Training Committee strives to provide a diverse workforce free of discrimination and harassment. Any reference to gender in this agreement is intended to apply to both male and female Apprentices indentured under these Standards.
 - C. Minnesota's statewide Affirmative Action and Equal Employment Opportunity laws and Title 29 of The Code of Federal Regulations, Parts 29 and 30 shall apply to the Sponsors named in these Standards of Apprenticeship. Sponsors will not discriminate against Employees, Apprentices, or Applicants on the basis of race, age, religion, national origin, color, creed, sexual orientation, marital status, receipt of public assistance, sex (including pregnancy and gender identity), genetic information, or because they are an individual with a disability or person 40 years or older. (See Section 6)

3. COMPOSITION OF THE COMMITTEE

- A. The Joint Apprenticeship Committee shall be composed of ten (10) members: five (5) to represent the Employers and five (5) to represent the Unions. There will also be two (2) alternates, one (1) from the Employers and one (1) from the Unions. (See page 23)
- B. Committee members shall be selected by the organizations they represent.

4. ORGANIZATION OF THE COMMITTEE

- A. The Committee must meet at least once every year or on call of the Chair who shall be required to issue such call upon written or electronic request of any two members of the Committee. The place of the meeting shall (alternate between each geographic area) and the time of meeting is to be set by the Chair. Each party (Employers and Unions) shall have an equal number of votes in conducting business. The Committee may also vote on urgent or conditional matters via email should the need arise.
- B. Should rules or regulations governing administrative procedure for the Committee be established, such rules or regulations would be submitted in writing to the Approval Agency for approval, prior to being made part of these Standards, including those attached as appendices to these standards.
- C. The Committee shall elect a Chairperson and a Vice-Chair. The term of office shall be one year. When a Contractor member is Chair, a Union member shall be Vice-Chair and vice-versa.
- D. Define Quorum: A Quorum shall consist of at least four (4) members representing the Associations and the Unions; two (2) Employer and two (2) Union representatives. There must be notification to each area when there is no representation from the other area. No special meetings will be called without proper notification to all members.
- E. Tiebreaker Procedure: Should the Committee, by its voting, find itself unable to reach a majority decision on any matter relative to the Committee's supervision or operation of the program, the matter shall be resolved through the arbitration provisions of the Trust Agreement.

5. DUTIES OF THE COMMITTEE

The JATC shall develop and administer these Standards consistent with Minnesota Statutes Chapter 178; Code of Federal Regulations title 29, part 29, section 29.5(b); and the Amended National Guidelines for Apprenticeship Standards developed by the International Pipe Trades Joint Training Committee. Among other duties, the JATC shall administer Standards and develop policies governing the following:

- A. Establish a schedule of work experiences. The schedule will show normal and necessary phases of the trade to be learned, including instruction on safe working habits, and approximate number of hours to be devoted to each category of work.
- B. Establish the minimum standards of related instruction required.
- C. To maintain a record of each apprentice, showing related training, work experience, and progress in the learning of the trade. These records will be maintained at:

4402 Airpark Blvd
Duluth MN 55811
PH. (218)733-9443

- D. To appoint an Apprenticeship Training Director for the Committee, representing the Contractors and Unions, whose duty shall be to see that Apprentices carry out their duties and other assignments as the Committee may direct.
- E. To determine the need for Apprentices in the area and determine facilities in which apprentices can receive proper training.
- F. Oversee the selection of apprentices as outlined in these Standards.
- G. Ensure that members of the JATC are educated as to the requirements of Equal Employment Opportunity in Apprenticeship.
- H. Ensure that all Apprentices are under written Apprenticeship Agreements as provided by Minnesota Statutes Chapter 178, and these Standards.
- I. Request approval of all Apprenticeship Agreements by the Division, and to notify the Division of all completions, cancellations, and temporary suspensions of any such Apprenticeship Agreements.
- J. To hear and adjust all the complaints of violation of apprenticeship agreements in accordance with Section # 39 of these Standards, subject to appeal; as provided in the Minnesota Apprenticeship Law and supervise the enforcement of all the provisions of these Standards.
- K. Develop ways and means to finance adequately the Apprenticeship Program.
- L. In general, to be responsible for the successful operation of the apprenticeship standards of the Plumbing/Pipefitting/HVAC trade by performing the duties listed herein. By cooperating with public and private agencies which can be of assistance, by obtaining publicity in order to develop the support and interest of the public in Apprenticeship, and by keeping in constant touch with all parties concerned.

6. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PLAN

- A. The Sponsors and Committee will not discriminate against Apprenticeship Applicants because of race, age, religion, national origin, color, creed, sexual orientation, marital status, receipt of public assistance, sex (including pregnancy and gender identity), genetic information, or because they are an individual with a disability or person 40 years or older. The Sponsor and the Committee 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.
- B. Anti-harassment training – all individuals connected with the administration or operation of this program, including all instructors, apprentices and journeyworkers who regularly work with apprentices, are required to complete anti-harassment training. The training shall communicate the following:
 - 1. Harassing conduct is not tolerated;
 - 2. The definition of harassment and the types of conduct that constitute unlawful harassment on the basis of race, age, religion, national origin, color, creed, sexual orientation, marital status, receipt of public assistance, sex (including pregnancy and gender identity), genetic information, or because they are an individual with a disability or person 40 years or older; and
 - 3. The right to file a harassment complaint. (See Addendum D and I)

Employers must require the journeymen who supervise apprentices to complete anti-harassment training under this section and provide documentation of the training.

The Committee's selection procedures are outlined in Addendum A.

7. PROGRAM DISSEMINATION LIST/OUTREACH

When the Committee decides to accept applications from the general public for the Apprenticeship program, notice of openings shall be disseminated widely, including to those on the list provided by the State Director.

In order to attract the participation of qualified minorities and women, the Committee will engage in documented outreach activities and will make records of such activities available to the Division for inspection. The recruitment and selection of apprentices shall be without discrimination due to race, age, religion, national origin, color, creed, sexual orientation, marital status, receipt of public assistance, sex (including pregnancy and gender identity), genetic information, or because they are an individual with a disability or person 40 years or older.

Selection methods will be uniformly and consistently applied to all applicants and apprentices within each selection method utilized.

If the selection methods screens out or tends to screen out individuals with a disability or class of disabilities on the basis of disability, the Committee will reevaluate and adopt new selection methods unless the standard, test or other selection criteria used by the Committee is job-related for the position in question and consistent with business necessity consistent with Title I of the Americans with Disabilities Act and the related regulations.

The Committee will evaluate the selection methods used for disparate impact on the basis of race, sex and ethnicity. If the selection methods result in an adverse impact, the Committee will reevaluate and adopt new selection methods unless the standard, test or other selection criteria used by the Committee is job-related for the position in question and consistent with business necessity in compliance with the Uniform Guidelines on Employee Selection Procedures.

8. PROGRAM QUALIFICATIONS

Each applicant must meet the qualifications as shown below:

- A. Be not less than eighteen (18) years of age at time of their employment.
- B. Must submit proof of age at time of application.
- C. Must be a high school graduate, or have a G.E.D., or equivalent.
- D. Must fill out and return application to the apprenticeship office before the deadline chosen by the Committee for that hiring period.
- E. A transcript of the applicant's High School record or the G.E.D. scores and Technical College Transcripts (for HVAC Service Apprentices) must be submitted at the time of application.
- F. Must be physically able to perform the work of the trade.
- G. HVAC candidates must submit a photocopy of a valid driver's license at the time of application and have a clean driving record. Any applicant who is found not able to be insured by a union contractor due to a poor driving record, DWI, class B license revocation/suspension will be notified, via certified mail or in person, that they will be unable to place them in the program.
- H. Must be able to pass a drug and alcohol screening test and a criminal background check as may be administered by an Employer.
- I. Must read the Apprenticeship Standards prior to interview.
- J. Applicants who meet the above qualifications will be notified in person, by phone or by mail when and where they are to report for their interview and rating session. Applicants failing to appear for their scheduled interview will be disqualified and receive no further consideration from the Committee.

9. FINAL SELECTION PROCEDURES LEADING TO PLACEMENT ON THE LIST OF ELIGIBLES

The recruitment, selection, employment and training of Apprentices during their Apprenticeship shall be without discrimination (See section 6 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION). The Committee will take affirmative action to provide equal opportunity in the Apprenticeship and will operate the Apprenticeship Program as required by these standards.

- A. Each qualified applicant as determined by the Executive Committee will appear before the Local Committee

- in each area for his or her individual interview and rating session.
- B. Each Committee member will use the official rating form for each applicant that they interview. (See Addendum B)
 - C. The average of the individual scores given to each applicant by each Committee member will determine the applicants' final rating. Each applicant must receive a rating of seventy (70) or above, to qualify for placement on the list of eligibles.
 - D. Applicants who receive identical final ratings will be placed on the list of eligibles according to the earliest date of formal application.
 - E. The date of application will also be the date used for entry into the two-year eligibility period for all remaining qualified applicants.
 - F. Once the interviews are completed. The final approved list will be prepared and will show the final rating given to each applicant, in descending order, and the following will then apply:
 - (1) The Committee will notify all the qualified Candidates on the approved list of eligibles, in writing, that they are now eligible for placement.
 - (2) Applicants scoring less than seventy (70) on their interview and rating session shall be notified in writing that they are ineligible to be placed on the list of eligibles at this time. The applicants will be thanked for their interest in the program and shall be encouraged to make application again, should applications again be taken.
 - (3) The actual placement of Candidates on the approved list of eligibles into the program will always be made by taking the Candidate with the highest rating/score on the approved list, and then working downward in descending order; (i.e.) if three (3) Apprentices are needed, the Committee will notify the top three (3) Candidates.
 - (4) Once the Committee has notified the Candidates in writing who have been accepted into the program in accordance with (3) above, the procedures listed below shall apply for those remaining Candidates on the list of eligibles.
 - (a) The remaining Candidates will be retained on the list of eligibles for no less than two (2) years from the date the application was received in the JATC office. The Committee will notify these Candidates, in writing, of their position on the list.
 - (b) If a new list is established prior to the termination of the two years, as outlined in (a) above, Candidates on the old list shall be automatically slotted in with the Candidates on the new list, without the necessity of having to re-apply. The slotting in of new list and old list Candidates will be on the basis of the final rating each Candidate has received. Old list Candidates will remain on the new list for the full term of their two-year eligibility period.
 - (c) Written notification(s) will be made to all approved list Candidates when changes have occurred to their position on the list of eligibles, due to new list Candidates added, or placements being made.
 - (d) Candidates can be removed from the approved list at a date prior to the expiration of their two-years of eligibility, merely by notifying the Committee in writing. Failure of a Candidate to report for an Apprentice job opportunity, when notified by the Committee via certified mail, return receipt requested, will be grounds for removal from the list of eligibles.
 - (5) Each candidate on the list of eligibles that is notified of a job opportunity by the Committee and after the Employer has made a conditional offer of employment may be required by the employer to undergo a medical examination and pass a drug and alcohol screening test before actual employment begins. If an Employer elects to require candidates to undergo a medical exam and/or drug and alcohol screening test the Employer shall require all candidates to be subject to the same requirements. The Employer may perform a criminal background check on any candidate. If the candidate fails the medical examination, drug and alcohol screening or background check the Committee will notify the candidate via certified mail that they will be unable to place them with that employer. The Committee will address the situation of a candidate that has been rejected by an Employer pursuant to Section 16 of these Standards, but until the Committee does so the candidate will not be referred to other job opportunities.

- (6) All Candidates notified of an Apprentice job opportunity would be given no less than five (5) working days to report for work.
- (7) It is the responsibility of each approved list Candidate to keep the Committee informed of their current email, mailing address and phone number. Failure to do so may result in the loss of a job opportunity.
- (8) Approved list Candidates removed from the list due to their request, or due to failure to respond to an Apprenticeship job opportunity, may be restored to the list upon Committee review and action. A request for re-instatement must be sent, in writing, to the Committee for action.
- (9) Any applicant who feels they have not received proper consideration from the Local Committee during the selection process may request to appear before the Full Committee. If not satisfied with Committee action, they may contact the Approval Agency.
- (10) If, during any year the number of Candidates on the list of eligibles is sufficient, the Committee need not solicit new applications. Should no applications be accepted, the Committee will notify the Approval Agency. If additional Apprentices, beyond those on the approved list, are needed due to an increase in available work, the Committee will follow the notification procedures as outlined in Addendum A.

10. APPLICANT RECORDS

The Committee will retain all personal and related documents on each applicant, for not less than (5) years, including records of those selected and rejected as an Apprentice. Records will be kept permitting easy identification of either female or minority applicants, and records of invitations to self- identify as individual with disability, and requests for reasonable accommodations.

When and if requested in writing by the Approval Agency, said records will be made available by the Training Director.

11. ACCEPTANCE OF INDIVIDUALS DUE TO ORGANIZING EFFORTS

Alternative Selection Method Requirements - Direct Entry. This Committee may accept by referral, individuals through alternative selection methods, not limited to, Veterans with Technical Training; Veterans in Piping (VIP); Organizational Efforts.

- 1. An individual registered with the Minnesota Department of Labor and Industry (DLI) as a Registered Unlicensed Plumber or Pipefitter and employed by a non-signatory employer may be given direct entry into the Apprenticeship Program through organization. The individual will provide the Committee with documentation from the DLI verifying recorded hours as a Registered Unlicensed Plumber or Pipefitter. An Employee of a non-signatory Employer not qualifying as a Journeyworker when the Employer becomes signatory, or an Employee of a non- signatory Employer who does not become signatory through organizing efforts, will be evaluated by the Committee in accordance with the procedures for the granting of credit for previous experience, and placed at the appropriate level of Apprenticeship based on previous work experience and related training. Any employee not eligible for receipt of credit must make application in accordance with the normal application procedures.

Apprentices obtaining direct entry into the Apprenticeship Program will be evaluated by the Committee, which through objective non-discriminatory criteria will determine the placement level of the individual. The Apprentice will serve a probationary period of not more than 500 hours during which time Apprentices will be evaluated in writing by their employer and the Union. The written evaluations will be submitted to the Committee, which will determine whether the Apprentice will continue in the program of education and at which level of the Apprenticeship Program.

Apprentices successfully completing the probationary period, who have demonstrated the skills and knowledge to

receive credit for previous experience shall at the conclusion of the probationary period

be placed at the appropriate level of the Apprenticeship Program with commensurate wages to be paid based upon the amount of credit granted.

In no instance shall a direct entry apprentice have less than 2000 documented work/classroom hours at a minimum.

2. Veterans who have completed a military technical training school, or participated in a registered Apprenticeship Program, or completed military technical training school in a Plumbing / Pipefitting / Welding / HVAC related occupation may be given direct entry into the Apprenticeship Program. The Committee will evaluate the individual in accordance with the procedures for the granting of credit for previous experience.
3. Veterans who successfully complete all requirements and graduate from a United Association VIP accelerated training program can be directly entered into an apprenticeship program. The request for credit will be evaluated and a determination made by the Committee during the probationary period when actual on-the-job learning 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, skill and knowledge demonstrated during the probationary period. An Apprentice granted credit should be advanced to the wage rate designated for the period to which such credit accrues. Apprentice applicants seeking credit for previous experience gained outside the supervision of the program sponsor must submit such request at the time of application and furnish such records, affidavits, and other related information to substantiate the claim.

12. APPRENTICESHIP AGREEMENT AND REGISTRATION

A written Apprenticeship Agreement conforming to the provisions of Minnesota Statutes, Chapter 178.07 shall cover each Apprentice employed and trained under these Standards.

Each Apprenticeship Agreement shall contain a statement that the apprentice will be accorded equal opportunity in all phases of apprenticeship and training, without discrimination due to race, color, creed, religion, national origin, sex, sexual orientation, marital status, physical or mental disability, receipt of public assistance, or age.

Each Apprentice and Employer shall sign the Apprenticeship Agreement, which shall also be signed by the Committee's representative (Chair, Co-Chair, or Training Director) and then it shall be submitted for approval to the Approval Agency. The Apprenticeship Agreement shall contain a clause making these Standards a part of each Agreement. (Should the Apprentice be a minor, a parent or guardian will sign the Agreement.)

The Approval Agency shall return approved copies of the Apprenticeship Agreement to each signatory, to Apprentice, employer and other interested organizations or agencies as required.

It is understood by all parties that the Approval Agency will not accept any Apprenticeship Agreement, which shows less than 2,000 hours of on the job training, and no less than 144 hours of related instruction to be fulfilled by the Apprentice.

13. CREDIT FOR PREVIOUS EXPERIENCE

Credit may be awarded, by the Committee, for previous experience and/or schooling, which is applicable to training program requirements. If credit is awarded, the Apprentice shall be advanced in the graduated wage schedule accordingly, upon formal indenture into the program.

14. PROBATIONARY PERIOD

An Apprentice under these Standards shall be subject to a probationary period by the Approval Agency of not more than five hundred (500) hours of employment and instruction extending over not more than (4) months. During such period, the Apprenticeship Agreement shall be terminated by the State Director, at the request in writing of either party, and providing that after such probationary period the Apprenticeship Agreement may be terminated by the State Director by mutual agreement of all parties, or cancelled by the State Director for good and sufficient reason.

After completion of the probationary period, the Apprenticeship Agreement may also be suspended or cancelled by the Committee with reasonable cause, with due notice to the Apprentice, with a reasonable amount of time given for corrective action.

The Committee shall notify the Approval Agency in writing of all cancellations and suspensions.

Apprentices will receive full credit for satisfactory completion of the probationary period toward their term of apprenticeship.

It is understood that any Apprentice, who is terminated or suspended from the program, after satisfactorily completing the Approval Agency's probationary period, has the right to appeal the action to the State Director. Any Apprentice who is suspended or cancelled from program participation, prior to completing the Approval Agency's probationary period shall have no right of appeal to the State Director.

Each Apprentice will also be required to meet the requirements of the Committee's probationary period, as required by the "Minnesota Statutes, 178.036 STANDARDS OF APPRENTICESHIP, Subd. 7.," upon indenture into the program.

15. LAYOFFS

If, for any reason beyond the control of the Apprentice, it is necessary that he or she be laid off, the Union shall assist the Apprentice in finding employment. Pending this placement, however, the related instruction provisions shall remain in effect. The Employer will notify the Committee, within forty-eight (48) hours of any lay off action(s).

16. EMPLOYER DISCHARGE OF AN APPRENTICE OR EMPLOYER REJECTION OF AN APPRENTICE APPLICANT

Any Employer who discharges an Apprentice (in a non-layoff situation) or who rejects for employment an Apprentice Candidate referred by the Committee will immediately send a written notice to the Committee. The letter will state the name of the Apprentice, date and the reason for discharge or rejection. Disposition of such matters will be handled by the Committee in not more than thirty (30) days from the receipt of any discharge or rejection notification.

17. ELIGIBLE VETERANS

Any Apprentice who has honorably served in the armed forces may qualify for monthly Veteran's Affairs benefits. Information is available from the Training Director, Union office, or the United States Department of Veterans Affairs.

18. APPRENTICE WAGE RATES

Apprentices' compensation will be a percentage of the current collectively bargained rate of wages being paid to journeyworkers represented by the Local Union. The Union will notify the Committee in writing when changes in the journeyworker rate occur. The percentages shown below are of the total journeyworker's wages the Employer shall

pay fringe benefit contributions on behalf of the Apprentices as provided for in the Collective Bargaining Agreements.

SERVED BY LOCAL UNION # 11

| | | | |
|--------------|-------|--------------------|-------|
| 1st 6 months | – 40% | 6th 6 months | – 65% |
| 2nd 6 months | – 45% | 7th 6 months | – 70% |
| 3rd 6 months | – 50% | 8th 6 months | – 75% |
| 4th 6 months | – 55% | 9th 6 months | – 80% |
| 5th 6 months | – 60% | 10th 6 months HVAC | – 85% |
| | | 10th 6 months | – 90% |

SERVED BY LOCAL UNION # 11 Zone 2

| | | | |
|--------------|-------|---------------|-------|
| 1st 6 months | – 40% | 6th 6 months | – 65% |
| 2nd 6 months | – 45% | 7th 6 months | – 70% |
| 3rd 6 months | – 50% | 8th 6 months | – 75% |
| 4th 6 months | – 55% | 9th 6 months | – 80% |
| 5th 6 months | – 60% | 10th 6 months | – 85% |

SERVED BY LOCAL UNION # 589

| | | | |
|--------------|-------|---------------|-------|
| 1st 6 months | – 40% | 6th 6 months | – 65% |
| 2nd 6 months | – 45% | 7th 6 months | – 70% |
| 3rd 6 months | – 50% | 8th 6 months | – 75% |
| 4th 6 months | – 55% | 9th 6 months | – 80% |
| 5th 6 months | – 60% | 10th 6 months | – 90% |

Should Apprentices be required to work overtime, they shall be paid in accordance with the current Labor Agreement’s overtime provisions.

Apprentices who receive credit for previous experience shall be paid, upon entrance, the wage rate of the period to which such credit advances them. Changes in the Journeyworker’s rate will be reflected in the Apprentice’s hourly rate of pay.

Apprentice’s progress will be determined by whether advancement has been earned by satisfactory work on the job and in related training classes. In determining whether an Apprentice has made satisfactory progress, the Committee will be guided by the following:

- (a) The records of the Apprentice’s work experience and attendance at classes of related instruction.
- (b) A written progress report from the Apprentice’s class instructor.
- (c) A letter of progress report from the Employer of the Apprentice.
- (d) Other information, including appearances before the Committee, correspondence from the Apprentice, and phone conversations with the Apprentice.

19. COMPLIANCE WITH APPRENTICESHIP STANDARDS

These Standards and its administrative rules are made a part of each Apprenticeship Agreement under “Additional Conditions and Requirements.” The signing of the Agreement binds the parties concerned to compliance with them.

20. TERM OF APPRENTICESHIP

Apprentices receiving no credit for job-related experience or schooling shall serve nine thousand (9,000) hours of work experience and five (5) years of reasonably continuous work experience (The Committee cannot guarantee each Apprentice 40 hours per week of employment). During each year of apprenticeship, each Apprentice shall complete no less than 144 hours of related technical instruction. (See addendum K and Section 46 for other completion requirements)

It is understood that time served in probationary status is included within the 9,000-hour program requirement. In no case, shall be less than 2,000 hours, or more than 9,000 hours. In no case, shall an Apprentice be allowed to change place of employment without the approval of the Committee. Apprentices being advanced to Journeyworker ahead of this training schedule must have the approval of the Committee.

21. WORK EXPERIENCE

In order that each apprentice may acquire the necessary skills of the trade, the Apprentice shall receive instruction and experience (as near as possible) in all branches or various categories of the piping industry, including the preparation of such materials for assembly as is necessary to develop a practical skilled crafts worker, versed in the theory and practices of the craft.

Apprentices shall perform such duties in the shop and on the job as are commonly related to the industry. The Apprentice shall have the right to appear before the Committee regarding their training. It shall be the duty of the Committee to make such adjustments, as it deems necessary.

PLUMBER

| | <u>Approximate hours</u> |
|--|---------------------------|
| A. Install Waste and Vent Pipe | 2,900 |
| 1. Residential | |
| 2. Commercial and Industrial | |
| B. Install Water Pipe | 1,500 |
| (Cold, Hot and Ice Water Lines) | |
| 1. Residential | |
| 2. Commercial and Industrial | |
| C. Install Gas Pipe | 500 |
| (All Gas Appliances) | |
| D. Install Plumbing Fixtures | 1,000 |
| E. Install Pumps/Equipment | 200 |
| F. Install Grease Traps | 100 |
| G. Sanitary Sewers & Water Main | 150 |
| H. Testing | 400 |
| (Drains and Vents, Water Pipe, Gas Lines) | |
| I. Shop Work, Use and Care of Tools, Records | 750 |
| (Pipe Machine) | |
| J. Repair Work, All Types | 1,500 |
| | <u>Total 9,000</u> |

PIPEFITTER

Approximate hours

| | | |
|----|---|---------------------|
| A. | Install Hot Water Heating Systems | 2,000 |
| B. | Install Steam Heating Systems | 1,500 |
| C. | Boiler Replacement | 500 |
| D. | Set Radiators and Heating Units | 500 |
| E. | Panel and Radiant Heating | 200 |
| F. | Install Air Conditioning | 300 |
| G. | Industrial and Power Plant Piping | 1,000 |
| H. | Testing of Systems | 200 |
| I. | Install and Maintain Control Equipment | 50 |
| J. | Gas Heating | 200 |
| K. | Install Pumps | 300 |
| L. | Shop Work, Use and Care of Tools, Pipe Machine, Records | 750 |
| M. | Repair Work, All Types | 1,500 |
| | <u>Total</u> | <u>9,000</u> |

HVACR TECHNICIAN

Approximate hours

| | | |
|----|--|---------------------|
| A. | Controls and Instrumentation, Installation & Service | 2,000 |
| B. | Refrigeration systems, Installation & Service | 2,000 |
| C. | Gas and Oil Burners, Installation & Service | 1,250 |
| D. | Boiler Systems (Steam, Hot Water and Oil) Installation & Service | 1,250 |
| E. | Welding, Brazing, Soldering and Threading Piping | 1,250 |
| F. | Shop Work, Use & Care of Tools, Records | 750 |
| G. | Repair Work, All Types | 500 |
| | <u>Total</u> | <u>9,000</u> |

Eighty percent adherence to the schedule will be considered adequate provided the full training term is accounted for. This is very important, as this is the official record with respect to work hours. The form is to be turned in monthly and is to be signed by the Apprentice's foreman or employer, who shall then forward it to the Training Director.

22. SAFETY AND HEALTH TRAINING

Initial training shall include instruction relative to pertinent safety regulations, reporting of accidents and availability of first aid and medical facilities. The Employer shall instruct the Apprentice on safe and health work practices and shall insure that the Apprentice is trained in facilities and other environments that follow either the Occupational Safety and Health Standards promulgated by the Minnesota Department of Labor and Industry that have been found to be at least as effective as the Federal Standards. Apprentices shall receive not less than 50 hours of safety training instruction.

Areas to be given consideration are shown below:

| | | |
|----|--|------------------------|
| 1. | Basic First Aid | 10 Hours |
| 2. | Safe Use of Ladders | 5 Hours |
| 3. | Safe Use of Scaffolds and Swing Stage | 5 Hours |
| 4. | Proper Use and Care of Tools & Equipment | 10 Hours |
| 5. | Proper Lifting Methods | 10 Hours |
| 6. | Safety Procedures While Working on Roofs | 5 Hours |
| 7. | Wearing and Proper Use of Safety Apparel | 5 Hours |
| | <u>Total</u> | <u>50 Hours</u> |

Changes may be made to the above schedule, as long as each Apprentice receives not less than fifty (50) hours of training.

23. TRAINING DIRECTOR

The Training Director shall assist the Committee in carrying out the program and to act, as the Committee's representative in endeavoring to provide continuous and diversified employment for the Apprentices. Such duties shall not obligate the Training Director or the Committee to employ the Apprentice, but only to use his or her best efforts to obtain such employment for the Apprentice. This may necessitate the transfer of Apprentices from one Employer to another.

Each Employer and Job Site Supervisor shall be responsible for the training of the apprentices on their job. The Supervisor shall be held directly responsible for all Apprentices under his or her supervision. He or she shall be authorized to move Apprentices from one work process to another, in order that they may be given all-around work experience and shall see that the Apprentice maintains proper records of work experience.

24. PERIODIC EXAMINATIONS AND REVIEWS

The Minnesota Division of Apprenticeship and Labor Standards shall periodically examine the work and related instruction records on each Apprentice.

Each Apprentice shall be required to maintain satisfactory program progress, as determined by the Committee. If any Apprentice fails to progress satisfactorily, the Committee may act to either suspend or cancel out their Apprenticeship Agreement.

It shall be the policy of the Committee that, prior to any formal action, they will give the Apprentice(s) a reasonable amount of time to remedy the situation. All Apprentices will be treated equally in the amount of time stipulated to correct a specific problem.

25. APPRENTICE PROGRAM RECORDS

Monthly Hourly Reports: Each Apprentice shall submit to the Committee office, at the beginning of each month, the monthly hourly report, which indicates the number of hours they have worked during the prior month and the scope of work conducted (See Section 21).

Related Instruction Card: The Training Director will maintain a record on each Apprentice, which indicates their progress and attendance at the related instruction classes.

For purposes of review and inspection, all apprenticeship records will be available at the office of the Apprenticeship Training Director located at:

4402 Airpark Boulevard
Duluth, MN 55811-5712

26. RELATED INSTRUCTION REQUIREMENT

During each year of the Apprenticeship, a minimum of 144 hours of related instruction is required with a goal of 216 hours. The Committee may follow the course outlines as presented by the United Association for plumbing, steamfitting and HVAC training. Additional outside course material may also be used.

Courses for Apprentices shall be limited to those who are actually Indentured Apprentices in the Plumber / Pipefitter / HVAC Mechanic trade in accordance with these Standards and to Journeyworker Plumber / Pipefitter / HVAC Mechanics who are members of the Local Union, working for a contributing Contractor/Employer or

assigned to their Local Union's out-of-work list. In addition, members of the Local Unions who work for Employers that do not contribute to the Trust may receive training provided the Trust receives the fair market value of the training provided.

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 training cycle.

Enforcement of Related Instruction Attendance:

In the case of failure, without good cause, on the part of an Apprentice to fulfill their obligations as to school attendance, the Committee, subject to the Approval Agency, may suspend or cancel their Apprenticeship Agreement, and the Employer agrees to carry out the instruction of the Committee in this respect.

The Committee shall send written notification of such action(s) to the Apprentice and the Approval Agency. (Related training requirements for apprentices is described in Addendum E – Rules for school)

Credit for HVACR Apprentices:

Apprentices accepted into the HVAC program with the completion of a two-year HVACR program at an accredited Technical College or University, having maintained a 2.75 or greater GPA, may be granted a credit of one year toward their apprenticeship experience requirement. The Committee may reduce the hours of related instruction accordingly. The Committee may also require the Apprentice to complete all or part of the related instruction before receiving their Certificate of Completion.

Unemployed Apprentices: If, for any reason, the lay-off of an Apprentice occurs, the related instruction requirement as outlined in these Standards shall remain in effect.

Requests for non-attendance during periods of lay-off status must be submitted to the Training Director in writing for approval.

Payment for Related Instruction Class Attendance: Required related instruction time shall not be compensated for by the Employer, or the Committee, and shall not be considered as hours of work.

The Training Director will be responsible for the selection of the related instruction instructors.

27. APPRENTICE WORK HOURS

Work hours and other general conditions of employment for Apprentices shall be the same as the Journeyworkers. Should the Apprentice be required to work overtime, the Apprentice shall be given credit on the term of Apprenticeship for the actual time worked. No Apprentice shall be allowed to work overtime or out of town, when such work will interfere with attendance at related instruction classes, unless prior written arrangements have been made with the Training Director.

28. APPRENTICES WORKING ALONE

No Apprentice(s) shall be permitted to work on a job site without Journeyworker supervision.

29. RATIO OF APPRENTICES TO JOURNEYWORKERS

The ratio of Apprentices to Journeyworkers per Employer are listed in the Collective Bargaining Agreements between the Associations and the Unions.

30. RESPONSIBILITIES OF APPRENTICES

- A. To perform diligently and faithfully the work of the trade and to perform such other pertinent duties as may be assigned by the Contractor in accordance with the provisions of the Standards while upholding the member responsibilities outlined in the UA Standard for Excellence (see Addendum G).
- B. To respect the property of the Contractor and abide by the working rules and regulations of the Contractor and the Committee.
- C. To attend regularly and satisfactorily complete the required hours of instruction in subjects related to the plumbing, pipefitting or HVAC trade as provided under the Standards.
- D. To maintain such records of work experience and training received on the job and in related instruction as may be required by the Committee.
- E. To maintain current contact information, phone numbers, mailing address, and email address with the JATC office.
- F. To inform the Training Director of passing or failing of license exams required to complete the program.
- G. To develop safe working habits and conduct themselves in such a manner as to assure personal safety and that of fellow workers.
- H. To work for the Contractor to whom they are assigned for the completion of their Apprenticeship, unless reassigned to another Contractor or terminated by the Committee.
- I. To conduct themselves always in a creditable, ethical and moral manner, realizing that much time, money and effort will be spent affording them an opportunity to become a skilled crafts worker.

31. PARTICIPATING EMPLOYERS

All Employers wishing to employ apprentices must meet the following qualifications:

- A. Be signatory to these Standards, or sign a statement agreeing to train in accordance with these Standards while upholding the management/employer responsibilities outlined in the UA Standard for Excellence (see Addendum G).
- B. Be financially responsible.
- C. Have the necessary facilities to assure effective training.
- D. Must possess a Master Plumber and/or High-Pressure Contractor license if applicable.
- E. Agree to adhere to the program requirements as administered by the Committee. (See Addendum C for a listing of Employers)

32. MODIFICATION OF STANDARDS

These Standards may be modified to conform to any changes made in subsequent Labor Agreements. These Standards may also be modified by Full Committee action to reflect changes in the industry or to reflect changes in policy or procedure. All modifications will be sent to the State Director for review and approval. No modifications, when approved, shall alter Apprenticeship Agreements in effect, without the written consent of the parties to the Agreement.

33. LABOR AGREEMENTS

Nothing in these Standards shall be construed as being contrary to the current Labor Agreements between participating Associations and the Unions.

34. CONFORMANCE WITH LAWS

The contents of these Standards of Apprenticeship are not intended nor shall the language contained herein be construed as permitting the violation of any Local, State or Federal Laws.

35. LEGAL CONFLICTS

If any provisions of these Standards shall be declared invalid by official government authority, order, or final court decision, then such invalid provisions shall have no force or effect. In lieu, thereof, the JATC shall thereafter attempt to agree upon and obtain approval of a legally valid substitute provision, leaving the remainder of these Standards in full force and effect.

36. DISCIPLINARY ACTION

The Committee reserves the right to discipline any Apprentice(s) who fails to abide by the terms and conditions of these Standards, Apprenticeship Agreement, or any additional Apprenticeship rules set down by the Committee, of which are registered with the Approval Agency.

37. NOTIFICATONS AND RIGHT OF APPEAL

The Committee shall notify the State Director, in writing of all indentures, cancellations, completions and suspensions of Apprenticeship Agreements.

The State Director shall approve all indentures, terminations, completions and suspensions. The State Director shall notify the Committee and other concerned parties in writing. Any decision to terminate, cancel or transfer an agreement by the Director may be appealed under the Voluntary Apprenticeship Law, Minnesota Statutes, Chapter 178.

38. PROGRAM COMPLAINTS

Any controversy or disagreement between the parties in relation to this Apprenticeship program or an Apprenticeship Agreement shall be, in the first instance, referred to the Committee, and whose decision shall be final and conclusive, unless an appeal is made to the State Director of Apprenticeship, as provided in the Minnesota Voluntary Apprenticeship Law, Chapter 178.

Any participating Association may also have the right to appeal to the Committee relative to any violations of these Standards.

39. COMPLAINT PROCEDURES FOR APPLICANTS & APPRENTICES

- A. Any disagreement between the parties hereto in relation to this agreement shall be referred to the Committee whose decision shall be final and conclusive unless an appeal is made under MN. Stat. chapter 178.
- B. An Apprentice who believes there has been a violation of the terms of the Apprenticeship Agreement may file a complaint with the Division in accordance with Minnesota Statute Section 178.09. Complaints must be made in writing within 180 days of the events giving rise to the complaint and must set forth the specific matters complained of together with relevant facts and circumstances. Copies of pertinent documents must accompany the complaint. (See Addendum D)
- C. Any Apprentice or applicant for apprenticeship who believes they have been discriminated against on the basis of race, age, religion, national origin, color, creed, sexual orientation, marital status, receipt of public assistance, sex (including pregnancy and gender identity), genetic information, or because they are an individual with a disability or a person 40 years or older with regard to apprenticeship or that equal opportunity standards in respect to their selection have not been followed in the operation of this Program, may file a complaint with the Division. The complaint must be in writing and must be signed by the complainant. It must include the name, address, and telephone number of the person allegedly discriminated against, the program sponsor involved, and a description of the circumstances of the failure to apply the equal opportunity standards. The complaint must be filed no later than 90 days from the date

of the alleged discrimination.

40. DAVIS-BACON PROJECTS

The Committee will advise all Employers participating in this program that, in case they are awarded a contract for a Federal or State financed or assisted construction project, their Apprentices must be

employed under a bona fide Apprenticeship program that is registered with the Approval Agency and, further, that each Apprentice on the payroll must be individually registered.

The Employer must be able to represent written evidence of such registration, including evidence of ratios and wage rates applicable in the project area, to the contracting office(s) for acceptance.

Special Note: No employee is considered to be a registered Apprentice until such time as they have formally signed their Apprenticeship Agreement, and that agreement has been formally registered with the Approval Agency, and copies returned.

41. APPRENTICESHIP COMMITTEE RULES

Should the Committee adopt any Apprenticeship Committee rules affecting the Apprentices in this program, those proposed rules shall be sent to the Approval Agency for review and approval. Any proposed Apprenticeship Committee rules approved by the Approval Agency shall not, upon implementation, alter any Apprenticeship Agreement in force without the express written consent of the Apprentice(s).

42. PAYROLL RECORDS OF VETERANS

All records pertaining to any Apprentice who is a veteran, including payroll records will be made available to duly authorized representatives of the United States Department of Veterans Affairs at their request, or to representatives of the Approval Agency.

43. PROGRAM EXPENSES

The Committee shall recognize and pay proper expenses incurred by the Committee in carrying out the provisions of these Standards, as set forth in the Labor Agreement.

44. REGISTRATION PROCEDURES

The official approval and registration of these Standards by the Approval Agency certifies that these standards conform to the Labor Standards, which the Minnesota Department of Labor and Industry believes are necessary to safeguard the welfare of Apprentices.

45. DEREGISTRATION OF PROCEDURES

This program may be deregistered/cancelled upon the voluntary action of the Committee and/or the Association and/or Union. The program may also be deregistered, for reasonable cause, by the Approval Agency when the Approval Agency institutes formal registration proceedings in accordance with the provisions of Minnesota Statutes, Chapter 178.

Upon deregistration or voluntary cancellation of this program, the Committee will inform each Apprentice, within fifteen (15) days, of the deregistration or cancellation, and the effect of such action. This notification will conform to the requirements of 29 CFR 29.7 and Minnesota Statutes, Chapter 178.

Any action to request cancellation of this program by the Committee will be made in writing to the Approval Agency. Notifications to each Apprentice, upon cancellation action being taken and approved, will be made by any of the Committees (Associations and/or Unions), will be made in writing to the Approval Agency.

46. CERTIFICATE OF COMPLETION

It is required that to successfully complete the requirements of the Apprenticeship Program, the Apprentice served by Local #11 Zones 1 and 2 must:

1. Accumulate 9,000 hours of work experience.
2. Complete all required related training.
3. Pass completion exams for any two of the following:
 - a. UA Pipefitter Star exam
 - b. UA HVAC Star exam
 - c. Wisconsin Journeyman Plumber
 - d. Minnesota Journeyman Plumber
 - e. Minnesota High Pressure Piping
 - f. The program's Certified Welder course
 - g. Minnesota Medical Gas and ASSE 5130 and 5110 Certifications

The UA HVAC Star exam will be the only requirement for HVAC apprentice completion.

It is required that to successfully complete the requirements of the Apprenticeship Program, the Apprentice served by Local #589 must:

1. Accumulate 9,000 hours of work experience.
2. Complete all required related training.
3. Pass license exams for either:
 - a. Minnesota Journeyman Plumber
 - Or
 - b. Minnesota High Pressure Piping

Upon acquiring the above, the Committee will notify the Approval Agency, in writing, and request that a certificate of completion, be issued.

47. OFFICIAL APPROVAL OF STANDARDS

These Standards will become effective on the date they have been formally approved by the Approval Agency.

JOINT APPRENTICESHIP COMMITTEE

Northern Mechanical Plumbing Contractors Association

Jeremy Carlson
Scott Torvinen
Jamie Quello

Iron Range Plumbing Contractors Association

Brian Heisel
Alton Shannon

Duluth Plumbers and Steamfitters U.A. Local # 11

Andrew Campeau
Clayton Childs
Durant Thoen

Iron Range Plumbers and Pipefitters U.A. Local # 589

Jason Quiggin
Jon Dropp

COMMITTEE OFFICE:

Joint Apprenticeship Committee of Local 11 & 589
4402 Airpark Blvd.
Duluth, MN 55811-5712

ASSOCIATION OFFICES:

Northern Mechanical Contractors Association
2330 London Rd., Ste 202
Duluth, MN 55812

Iron Range Plumbing Contractors Association
1012 S. 8 ½ St.
Virginia, MN 55792

CHAIRPERSON:

Andrew Campeau (April 3, 2019)

VICE-CHAIRPERSON:

Jamie Quello (April 3, 2019)

PROGRAM APPROVAL PAGE

Iron Range Plumbing Contractors Association

By: _____
President Dated

Northern Mechanical Plumbing Contractors Association

By: _____
Executive Director Dated

Plumbers & Steamfitters Local Union # 11, Zone 1 and 2

By: _____
Business Manager Dated

Plumbers & Pipefitters Local Union # 589

By: _____
Business Manager Dated

***MN Department of Labor & Industry
Division of Apprenticeship and Labor Standards***

By: _____
State Director Dated

ADDENDUM A

SELECTION PROCEDURES FOR THE NORTHERN MECHANICAL AND IRON RANGE PLUMBERS AND PIPEFITTERS

JOINT APPRENTICESHIP COMMITTEE AREA OF JURISDICTION

The following States and Counties:

MINNESOTA

AITKIN
BECKER
BELTRAMI
CARLTON
CASS
CLAY
CLEARWATER
COOK
CROWWING
DOUGLAS
GRANT
HUBBARD
ITASCA
KANABEC
KITTSO
KOOCHICHING

LAKE OF THE WOODS
LAKE
MAHNOMEN
MARSHALL
NORMAN
OTTER TAIL
PENNINGTON
PINE
POLK
RED LAKE
ROSEAU
SOUTH ST. LOUIS
TRAVERSE
WADENA
WILKIN

WISCONSIN

ASHLAND
BAYFIELD
BURNETT
DOUGLAS
IRON
SAWYER
WASHBURN

Application and Dissemination

The Committee will implement the actions as listed below.

1. Applications will be accepted year-round.
2. The Training Director will make public dissemination of the information concerning the taking of applications and the program qualifications. These notices will be mailed out not less than every six - (6) months with the acceptance of applications to be on an ongoing basis.
3. Applicants who submit a complete application and provide all required documents within the JATC's deadline and satisfy the minimum qualifications in Section 8 of these Standards will be given a fair and impartial interview by the JATC.
4. Should there be a large number of unemployed apprentices or a large number of qualified candidates on the list of eligibles, the Committee may suspend the acceptance of applications.
5. If the applications process is suspended, the Training Director will immediately send written notification to the State Director.
6. The Committee will maintain copies of the program application notices that are mailed out during each year.
7. The Sponsor will maintain an up-to-date dissemination list.

ADDENDUM B

APPLICANT EVALUATION FORM

NORTHERN MECHANICAL, NORTHWESTERN MINNESOTA AND IRON RANGE J.A.T.C. APPRENTICESHIP

NAME: _____

FINAL RATING: _____

| | Maximum Possible Points | Actual Points |
|---|-------------------------|---------------|
| A. EDUCATIONAL BACKGROUND | 25 | _____ |
| 1. High School graduate Above C average (3-5) C average or below (1-2) | | |
| 2. Related shop courses (0-5), Drafting (0-5) | | |
| 3. Mathematics: Algebra, Trig, Etc. (0-5) | | |
| 4. Technical School or College (0-5) | | |
| B. RELATED WORK EXPERIENCE | 10 | _____ |
| 1. Related work experience, references (0-10) | | |
| C. PROGRAM KNOWLEDGE | 10 | _____ |
| D. TRADE KNOWLEDGE | 10 | _____ |
| E. OVERALL ATTITUDE | 10 | _____ |
| 1. Toward work (0-5) | | |
| 2. Toward instruction (0-5) | | |
| F. APPLICANT'S OVERALL INTERVIEW | 45 | _____ |
| MAXIMUM POINTS AVAILABLE | 110 | _____ |
| POINTS AWARDED APPLICANT | | _____ |

COMMENTS:

INTERVIEWED BY: _____

DATE: _____

ADDENDUM C (1)

Contractor Association Members and Signatory Contractors to Local # 11

| | |
|--|---------------------------------------|
| <u>ABE/UHL COMPANY</u> | <u>Duluth, Minnesota</u> |
| <u>ARROWHEAD REFRIGERATION</u> | <u>Duluth, Minnesota</u> |
| <u>A.G. O'BRIEN PLUMBING & HEATING CO., INC.</u> | <u>Duluth, Minnesota</u> |
| <u>AUGUST WINTER & SONS INC.</u> | <u>Appleton, WI</u> |
| <u>A.W. KUETTEL & SONS, INC.</u> | <u>Duluth, Minnesota</u> |
| <u>BELKNAP PLUMBING & HEATING</u> | <u>Superior, Wisconsin</u> |
| <u>BENDTEC, INC.</u> | <u>Duluth, Minnesota</u> |
| <u>BOB HECIMOVICH MECHANICAL</u> | <u>Hibbing, Minnesota</u> |
| <u>BURNETT PLUMBING COMPANY</u> | <u>Grantsburg, WI</u> |
| <u>CALDWELL PLUMBING & HEATING</u> | <u>Duluth, MN</u> |
| <u>CARLSON BROS., INC.</u> | <u>Duluth, Minnesota</u> |
| <u>CARLSON DULUTH CO.</u> | <u>Duluth, Minnesota</u> |
| <u>CLIMATE MAKERS</u> | <u>Brooklyn Center MN</u> |
| <u>COMMERCIAL REFRIGERATION</u> | <u>Virginia, Minnesota</u> |
| <u>CR MEYER & SONS CO.</u> | <u>Oshkosh, Wisconsin</u> |
| <u>EGAN COMPANY</u> | <u>Minneapolis, MN</u> |
| <u>HONEYWELL</u> | <u>Minneapolis, MN</u> |
| <u>J.F. AHERN CO</u> | <u>Menomonie, WI</u> |
| <u>J K MECHANICAL</u> | <u>Nashwauk, Minnesota</u> |
| <u>JAMAR COMPANY</u> | <u>Duluth, Minnesota</u> |
| <u>JOHNSON CONTROLS, INC.</u> | <u>Duluth, Minnesota</u> |
| <u>K N G MECHANICAL, INC.</u> | <u>Chippewa Falls, WI</u> |
| <u>LAKEHEAD CONSTRUCTORS, INC.</u> | <u>Superior, Wisconsin</u> |
| <u>LEGEND MECHANICAL</u> | <u>Savage, MN</u> |
| <u>M.A.P. MECHANICAL CONTRACTORS INC.</u> | <u>Midland, MI</u> |
| <u>MECHANICAL INCORPORATED</u> | <u>Tomahawk, WI</u> |
| <u>MOORHEAD MACHINERY & BOILER</u> | <u>Minneapolis, Minnesota</u> |
| <u>P&R PLUMBING & HEATING</u> | <u>Duluth, Minnesota</u> |
| <u>PETERSON SHEETMETAL</u> | <u>Bemidji, MN</u> |
| <u>R J MECHANICAL, INC.</u> | <u>Mora, MN</u> |
| <u>R.J. MEHRMAN & SONS, INC.</u> | <u>Duluth, Minnesota</u> |
| <u>RADOTICH HEATING & SHEET METAL</u> | <u>Chisholm, Minnesota</u> |
| <u>RICE LAKE CONSTRUCTION GROUP</u> | <u>Deerwood, MN</u> |
| <u>SCHECK INDUSTRIAL CORPORATION</u> | <u>Carlyle, IL</u> |
| <u>SCHWAB VOLHABER LUBRATT SVC</u> | <u>Shoreview, MN</u> |
| <u>SHANNON'S INC.</u> | <u>International Falls, Minnesota</u> |
| <u>SHEET METAL SOLUTIONS</u> | <u>Duluth, MN</u> |
| <u>SHUBITZ PLUMBING & HEATING</u> | <u>Duluth, MN</u> |
| <u>STACK BROTHERS, INC.</u> | <u>Superior, Wisconsin</u> |
| <u>TOTAL MECHANICAL SERVICES INC.</u> | <u>St Paul Park, MN</u> |
| <u>TRINITY PIPING</u> | <u>Janesville, WI</u> |
| <u>UNITED PIPING, INC.</u> | <u>Hermantown, Minnesota</u> |
| <u>UMD</u> | <u>Duluth, Minnesota</u> |
| <u>YOUNG PLUMBING & HEATING, INC.</u> | <u>Superior, Wisconsin</u> |

ADDENDUM C (2)

Contractor Association Members and Signatory Contractors to Local # 11 Zone 2

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| <u>A&E PLUMBING & HEATING</u> | <u>Alexandria, MN</u> |
| <u>CHARP'S WELDING</u> | <u>Clearbrook, MN</u> |
| <u>CLIMATE MAKERS INC</u> | <u>Brainerd, MN</u> |
| <u>EL-JAY PLUMBING & HEATING</u> | <u>St. Cloud, MN</u> |
| <u>LEADING EDGE</u> | <u>Park Rapids, MN</u> |
| <u>NORTHERN HORIZONS</u> | <u>Solway, MN</u> |
| <u>OVERLAND PLUMBING & HEATING</u> | <u>Fergus Falls, MN</u> |
| <u>PETERSON SHEET METAL INC</u> | <u>Bemidji, MN</u> |
| <u>RICE LAKE CONSTRUCTON GROUP</u> | <u>Deerwood, MN</u> |
| <u>AIR MECHANICAL</u> | <u>West Fargo, ND</u> |
| <u>AIR- AMERICAN INDUSTRIAL REFRIG</u> | <u>Atwater, MN</u> |
| <u>CARL E JOHNSON PLUMBING & HEATING</u> | <u>Milaca, MN</u> |
| <u>COMMERCIAL REFRIGERATION</u> | <u>Blaine, MN</u> |
| <u>COOL AIR MECHANICAL</u> | <u>St. Paul, MN</u> |
| <u>CORVAL GROUP</u> | <u>St. Paul, MN</u> |
| <u>C.R. MEYER & SONS</u> | <u>Oshkosh, WI</u> |
| <u>GARTNER REFRIGERATION</u> | <u>Plymouth, MN</u> |
| <u>ROBERT GIBB & SONS</u> | <u>Fargo, ND</u> |
| <u>HARRIS COMPANIES</u> | <u>St. Paul, MN</u> |
| <u>HONEYWELL</u> | <u>Fargo, ND</u> |
| <u>HUSSMAN REFRIGERATION CORP</u> | <u>Bloomington, MN</u> |
| <u>THE JAMAR CO.</u> | <u>Duluth, MN</u> |
| <u>JOHNSON CONTROLS, INC</u> | <u>Milwaukee, WI</u> |
| <u>RJ MECHANICAL INC</u> | <u>Mora, MN</u> |
| <u>SCHECK INDUSTRIAL</u> | <u>Eagan, MN</u> |
| <u>SHANNON'S INC.</u> | <u>International Falls, MN</u> |
| <u>SHERMANS LLC West</u> | <u>Fargo, ND</u> |
| <u>U.S. PIPELINE INC.</u> | <u>Houston, TX</u> |
| <u>WRIGLEY MECHANICAL</u> | <u>Fargo, ND</u> |

ADDENDUM C (3)

Contractor Association Members and Signatory Contractors to Local # 589

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| <u>A-1 REFRIGERATION</u> | <u>Hibbing, MN</u> |
| <u>A.G. OBRIEN</u> | <u>Duluth, MN</u> |
| <u>ANDERSON PLUMBING & HEATING</u> | <u>Chisholm, Minnesota</u> |
| <u>A.W. KUETTEL</u> | <u>Duluth, MN</u> |
| <u>CHAMPION STEEL</u> | <u>Keewatin, MN</u> |
| <u>CLIMATE MAKERS</u> | <u>Brooklyn Center,</u> |
| <u>MN COMMERCIAL REFRIGERATION SYSTEMS</u> | <u>Virginia, Minnesota</u> |
| <u>CORRIN'S PLUMBING, HEATING & A/C</u> | <u>Intl. Falls, Minnesota</u> |
| <u>CR MEYER & SONS</u> | <u>Oshkosh, WI</u> |
| <u>HECIMOVICH MECHANICAL</u> | <u>Hibbing, Minnesota</u> |
| <u>HEISEL BROTHERS PLUMBING & HEATING</u> | <u>Virginia, Minnesota</u> |
| <u>IRON RANGE PLUMBING & HEATING</u> | <u>Hibbing, Minnesota</u> |
| <u>THE JAMAR CO.</u> | <u>Duluth, Minnesota</u> |
| <u>J K MECHANICAL</u> | <u>Nashwauk, Minnesota</u> |
| <u>JOHNSON CONTROLS</u> | <u>Duluth, Minnesota</u> |

| | |
|------------------------------|--------------------------------|
| L & S PLUMBING & HEATING | Hibbing, MN |
| LAKEHEAD CONSTRUCTORS, INC. | Superior, Wisconsin |
| MOORHEAD MACHINERY & BOILER | Minneapolis, Minnesota |
| NOR MINN INDUSTRIAL | Clearbrook, MN |
| PELLAND-SWENSON & ASSOC. | International Falls, MN |
| PETERSON SHEET METAL | Bemidji, MN |
| RADOTICH INC. | Chisholm, Minnesota |
| RAPIDS PLUMBING & HEATING | Grand Rapids, Minnesota |
| RICE LAKE CONSTRUCTION GROUP | Deerwood, MN |
| R J MECHANICAL | Mora, MN |
| SCHECK MECHANICAL CORP. | Kaukauna, WI |
| SERTICH PLUMBING & HEATING | Chisholm, Minnesota |
| SHANNON'S INC. | International Falls, Minnesota |

ADDENDUM D

COMPLAINT PROCEDURE

(A) Filing:

- (1) Any Apprentice or Applicant for apprenticeship who believes that he or she has been discriminated against on the basis of race, age, religion, national origin, color, creed, sexual orientation, marital status, receipt of public assistance, sex (including pregnancy and gender identity), genetic information, or because they are an individual with a disability or a person 40 years or older, 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 an Apprenticeship program may, personally or through an authorized representative, file a complaint with the agency, or, at the Apprentice's or Applicant's election, with a private review body established pursuant to subparagraph (3) of this paragraph. 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 program sponsor involved, and a brief description of the circumstances of the failure to apply the equal opportunity standards provided for in this plan.
- (2) The complaint must be filed not later than 90 days from the date of the alleged discrimination of specified failure to follow the equal opportunity standards; and, in the case of complaints filed directly with review bodies designated by program sponsors to review such complaints, any referral of such complaint by the complainant to the Agency must occur within the time limitation stated above or thirty (30) days from the final decision of such review body, whichever is later. The time may be extended by the Agency for good cause show.
- (3) Sponsors are encouraged to establish fair, speedy, and effective procedures for a review body to consider complaints of failure to follow the equal opportunity standards. A private review body established by the program sponsor for this purpose should number three or more responsible persons from the community serving in this capacity without compensation. Members of the review body should not be directly associated with the administration of as apprenticeship program. Sponsors may join in establishing a review body to serve the needs of programs within the community.

(B) Processing of Complaints:

The JATC's decisions in enforcing these Standards will be final and binding on the employer, the sponsors, and the apprentice, unless otherwise provided by law or noted herein.

- (1) (i) When the sponsor has designated a review body for reviewing complaints, the Agency, unless the complainant has indicated otherwise or unless the Agency has determined that the review body will not effectively enforce the equal opportunity standards, shall upon receiving a complaint refer it to the review body.

(ii) The Agency shall, within thirty (30) days following the referral of a complaint to the review body, obtain reports from complainant and the review body as to the disposition of the complaint. If the complaint has been satisfactorily adjusted and there is no other indication of failure to apply equal opportunity standards, the case shall be closed and the parties appropriately informed.

(iii) When a complaint has not been resolved by the review body within ninety (90) days or where, despite satisfactory resolution of the particular complaint by the review body, there is evidence that equal opportunity practices of the apprenticeship program are not in accordance with this part, the Agency may conduct such compliance review as found necessary and will take all necessary steps to resolve the complaint.

- (2) When no review body exists, the Agency may conduct such compliance reviews as found necessary to determine the facts of the complaint, and obtain such other information relating to the compliance with these regulations as the circumstances warrant.

Sponsors shall provide written notice of the above complaint procedure to all applicants for apprenticeship and all apprentices.

(C) Complaints Regarding Wages, Hours, and Other CBA Conditions. For complaints regarding wages, hours, working conditions, and other issues covered by the CBA, apprentices may seek resolution through the Local Union via the applicable grievance provisions of the CBA.

ADDENDUM E

RULES FOR APPRENTICESHIP TRAINING SCHOOL AS SET UP BY THE JOINT APPRENTICESHIP COMMITTEE

1. All students are required to attend apprenticeship related training classes when scheduled.
2. Absences will not be tolerated. Absences and/or tardiness will bring disciplinary action from the Committee.
3. All apprentices will be required to take and pass a comprehensive exam after each course (if offered), before being advanced to the next training cycle.
4. Union meeting attendance will be required for apprentices in Local Union 589.
5. No food, drink, or smoking including e-cigarettes will be allowed during class sessions.
6. No alcoholic beverages or controlled substances will be tolerated before or during school.
7. No apprentice will schedule vacation that interferes with scheduled training during the school year except for scheduled holidays.
8. All apprentices are required to be accountable for all learning tools and equipment used at school. Abuse of learning tools and equipment will not be tolerated.
9. All apprentices are required to show the utmost respect for instructors at all times.
10. Apprentices are required to clean the classroom or shop prior to dismissal.
11. Each apprentice will complete an average of at least 60 credits per year over the five-year related instruction period (300 in total). Each completed class constitutes one credit.
12. All apprentices must attend at least 55 credits each year until their fifth year.
13. At no time, will any apprentice be allowed to fall behind in their classroom training (accumulative) by more than 15 total credits.

ADDENDUM F

JOINT APPRENTICESHIP COMMITTEE POLICY ON INCOMPLETE TRAINING

This policy has been adopted to address any apprentice who does not fulfill their obligation for related training.

- Any apprentice who has surpassed the five-year anniversary of their indenture date and has not successfully satisfied any of the requirements of Section 46 – subpart 3 of the Apprenticeship Standards

will be given one (1) year to do so. If, at the end of this period the apprentice has not successfully completed any of the requirements of Section 46 – subpart 3 of the Apprenticeship Standards, a hearing will be scheduled to determine whether the apprentice will be terminated from the program.

- Any apprentice from Local 11- Zone 1 who has surpassed the five-year anniversary of their indenture date and has successfully passed one requirement of Section 46 – subpart 3 of the Apprenticeship Standards will have their wage percentage held at 90% until the second requirement has been satisfied. The maximum period to be held for obtaining one requirement is two (2) years.
- Any apprentice from Local 11- Zone 2 who has surpassed the five-year anniversary of their indenture date and has successfully passed one requirement of Section 46 – subpart 3 of the Apprenticeship Standards will have their wage percentage held at 85% until the second requirement has been satisfied. The maximum period to be held for obtaining one requirement is two (2) years.
- Any apprentice from Local 11 – Zone 1 who successfully satisfies Section 46 – subpart 3 of the Apprenticeship Standard but does not fulfill their obligation for classroom training credits will be held at 90% for one (1) year or until those credits have been satisfactorily completed. Completion of the credits must be done during the scheduled training term - or at the discretion of the Training Director.
- Any apprentice from Local 11 – Zone 2 who successfully satisfies Section 46 – subpart 3 of the Apprenticeship Standard but does not fulfill their obligation for classroom training credits will be held at 85% for one (1) year or until those credits have been satisfactorily completed. Completion of the credits must be done during the scheduled training term - or at the discretion of the Training Director.
- Any apprentice indentured to this program and is a member of Local 589 who does not satisfy the requirements of Section 46 – subpart 3 of the Apprenticeship Standards will be given a two- year period to complete the requirement and will be held at 90% until completion of that section. If the apprentice still has not satisfied the requirements of Section 46 – subpart 3 after two years, he/she will be terminated for non-compliance of the Standards.
- Any apprentice indentured to this program and is a member of Local 589 who successfully passes one state license exam but does not fulfill their obligation for classroom training credits will be held at 90% for a two-year period following the 5-year anniversary date of their indenture - or until those credits have been satisfactorily completed. Completion of the credits must be done during the scheduled training term - or at the discretion of the Training Director.

ADDENDUM G

STANDARD FOR EXCELLENCE

MEMBER AND LOCAL UNION RESPONSIBILITIES:

To ensure the UA Standard for Excellence platform meets and maintains its goals, the Local Union Business Manager, in partnership with his implementation team, including shop stewards and the local membership, shall ensure all members:

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, every day on time. (Absenteeism and tardiness will not be tolerated.)
- Adhere to the contractual starting and quitting times, including lunch and break periods. (Personal cell phones will not be used during the workday with the exception of lunch and break periods.)
- Meet their responsibility as highly skilled crafts workers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer.
- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA craftworkers are the most highly trained and sought-after workers.
- Meet their responsibility to be fit for duty, ensuring a zero-tolerance policy for substance abuse is strictly met.
- Be productive and keep inactive time to a minimum.

- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner.
- Respect the customers' property. (Waste and property destruction, such as graffiti, will not be tolerated.)
- Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft. (Offensive words and symbols on clothing and buttons are not acceptable.)
- Respect and obey employer and customer rules and policies.
- Follow safe, reasonable and legitimate management directives.

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

MCAA/MSCA, PFI, MCPWB, PCA, UAC and NFSA and their signatory contractors have the responsibility to manage their jobs effectively, and as such have the following responsibilities under the UA Standard for Excellence.

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, Journeyworkers and apprentices.
- Provide worker recognition for a job well done.
- Ensure that all necessary tools and equipment are readily available to employees.
- Minimize workers' downtime by ensuring blueprints, specifications; job layout instructions and material are readily available in a timely manner.
- Provide proper storage for contractor and employee tools.
- Provide the necessary leadership and problem-solving skills to jobsite supervision.
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions.
- Encourage employees, but if necessary, be fair and consistent with discipline.
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines.
- Promote and support continued education and training for employees while encouraging career building skills.
- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner, while limiting the number of employees to the work at hand, thereby providing the customer with a key performance indicator of the value of the UA Standard for Excellence.
- Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project.
- Cooperate and communicate with the job steward.

PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE POLICY:

Under the UA Standard for Excellence it is understood, that members through the local union, and management through the signatory contractors, have duties and are accountable in achieving successful resolutions.

MEMBER AND LOCAL UNION RESPONSIBILITIES:

- The local union and the steward will work with members to correct and solve problems related to job performance.
- Job stewards shall be provided with steward training and receive specialized training with regard to the UA Standard for Excellence.
- Regular meetings will be held where the job steward along with UA supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The job steward shall communicate with the members about issues affecting work progress.
- The business manager or his delegate will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the UA Standard for Excellence policy.
- The steward and management will attempt to correct such problems with individual members in the workplace.
- Individual members not complying with membership responsibility shall be brought before the Local

Union Executive Board, which will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The local union's role is to use all available means to correct the compliance problem.

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

- Regular meetings will be held where the management team and UA supervision will communicate with the job steward regarding job progress, work schedules, and other issues affecting the work process.
- Management will address concerns brought forth by the steward or UA supervision in a professional and timely manner.
- A course of action shall be established to allow the job steward and/or UA supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the UA Standard for Excellence platform and make a decision regarding his/her further employment.

ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTION:

- In the event an issue is irresolvable at this level, the local or the contractor may call for a contractually established labor management meeting to resolve the issues.
- Weekly job progress meetings should be conducted with job stewards, UA supervision and management.
- The local or the contractor may involve the customer when their input is prudent in finding a solution.
- Foremen, general foremen, superintendents and other management should be educated and certified as leaders in the UA Standard for Excellence policy.

ADDENDUM H

The Northern Minnesota & Wisconsin Plumbers & Steamfitters Joint Apprenticeship Committee

Social Media Policy

The Northern Minnesota & Wisconsin Plumbers & Steamfitters Joint Apprenticeship Training Committee welcomes participation through our social media channels and encourages you to interact with us often. We hope to provide a forum for dialogue among the many diverse voices of our Apprentices and Journeyworker's, and we encourage comments about the content you find here. Posts containing personal attacks, harassment, bullying, profanity, nudity hate speech or illegal material are prohibited. We reserve the right, at our discretion, to remove any post or to revoke a user's privilege to post to our page. Please be aware that we cannot immediately review every comment posted on the page. Opinions expressed in non-Northern Minnesota & Wisconsin Plumbers & Steamfitters JATC posts are not necessarily those of the JATC and its employees, and we cannot guarantee the accuracy of these posts. Posts are to be used only for training related and recruitment purposes. You may not solicit funds or promote commercial entities.

All content posted by The Northern Minnesota & Wisconsin Plumbers and Steamfitters JATC is the property of the JATC and is subject to copyright laws. For more information, please contact the JATC office at (218)733-9443.

Confidentiality and Privacy

Do not disclose personal identifying information of anyone, in online postings or publications. Sharing these types of information, even unintentionally, could result in harm to the JATC and legal action against you.

Prohibited Uses

As a posting guest/user on the Website, or Social Media channels (including personal and professional websites, blogs, chat rooms and bulletin boards; social networks, such as Facebook, LinkedIn and Twitter; video-sharing sites such as YouTube; and e-mail) you may use our Website only for lawful purposes.

You will not:

- violate any local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws regarding any content that you send or receive;
- transmit any Submission (by uploading, posting, email or otherwise) that is unlawful, disruptive, threatening, profane, abusive, harassing, embarrassing, tortuous, defamatory, obscene, libelous, or is an invasion of another's privacy, is hateful or racially, ethnically or otherwise objectionable as solely determined in the JATC's discretion;
- impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- transmit any Submission (by uploading, posting, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation;
- transmit any material (by uploading, posting, email or otherwise) that contains software viruses, worms, Trojan horse, disabling code, or any other computer code, files or programs designed to interrupt, be harmful, destroy, disrupt or limit the functionality of any computer software or hardware or telecommunications equipment;
- harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent;
- post Submissions which contain any advertisements, spam or reference/links to other websites or any other form of commercial publicity;

- post material if it relates to a minor without consent of a parent or guardian; and
- post material which is inaccurate or based solely on rumor or hearsay.
- publishing comments about controversial or potentially inflammatory subjects, including politics, sex, religion or any other non-business-related subjects in any posts or other online communications involving the Company.
- Posting hostile or harassing communications in any posts or other online communications involving the JATC. Harassment is any offensive conduct based on a person's race, age, religion, national origin, color, creed, sexual orientation, marital status, receipt of public assistance, sex (including pregnancy and gender identity), genetic information, or because they are an individual with a disability or person 40 years or older or any other status protected by law. The JATC Equal Employment Opportunity and Affirmative Action Plan, Complain Procedures and Anti-Bullying/Harassment Policies shall apply to this Policy. (See Section 6 and Addendum D and I)

Submissions must not:

- Contain any material which is defamatory of any person;
- Contain any personal information about other users;
- Contain any material which is obscene, offensive, hateful or inflammatory;
- Promote sexually explicit material;
- Promote violence;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- Be sexist, racist, homophobic, offensive on the grounds of religion, nationality or demographic group;
- Be likely to deceive any person;
- Promote any illegal activity;
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- Be likely to harass, bully, intimidate, upset, embarrass, alarm or annoy any other person;
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- Be used for commercial purpose, including, without limitation, submitting any material to solicit funds or to promote, advertise or solicit the sale of any goods or services;
- Imposes an unreasonable or disproportionately large load on the site servers, bandwidth or infrastructure;
- Falsely claim to be sponsored or endorsed by us;
- Give the impression that they emanate from us, if this is not the case;
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse;
- Be offensive or in poor taste; and
- Be needlessly repetitive or argumentative

Suspension and Termination

- The JATC reserves the right to remove, refuse to publish, edit, cut, and/or crop any content you post on our Website/Social Media that comes to our attention via a complaint or otherwise. Commenters who repeatedly violate this Posting Policy will be barred from posting comments on the Website/Social Media.
- We will determine, in our absolute sole discretion, whether there has been a breach of this Posting Policy through your use of our Website/Social Media. When a breach of this Posting Policy has occurred, we may take such action as we deem appropriate.
- Failure to comply with this Posting Policy constitutes a material breach of the Website/Social Media Terms of Use and may result in our taking all or any of the following actions:
 - Immediate, temporary or permanent withdrawal of your right to use our Website/Social Media;
 - Immediate, temporary or permanent removal of any posting or material uploaded by you to our Website/Social Media;
 - Issue of a warning to you;

- The institution of legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- Further legal action against you; and
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- Termination from the Apprenticeship Program.
- We exclude liability for actions taken in response to breaches of this Posting Policy. The responses described in this Posting Policy are not limited, and we may take any other action we reasonably deem appropriate. We may disclose your Submissions and any other communications and activities in response to lawful requests by governmental authorities, judicial orders, warrants or subpoenas, or for the protection of our rights. In the event that we exercise any of our rights hereunder for any reason, we will have no liability whatsoever to you.
- We reserve the right to reveal your identity (or whatever information we know about you) in the event of a complaint or legal action arising from any Submission posted by you on the Website. Right to publish
- By posting Submissions, you grant to us the right to use, modify, reproduce, publicly perform, distribute, publish, publicly display such content and the right to create derivative works from your content, edit or modify such content and use such content for any reason. You also waive to the fullest extent permissible by law any moral rights in such material.
- We respect intellectual property laws. You are responsible for making sure that you have all rights to what you post, including the rights necessary for you to grant the license above. You represent that you have the right to post and share the material in your Submission, including (without limitation) trademarks and copyrighted material.
- By posting any material on this site you represent and warrant that: (1) you own the material posted by you or otherwise have the right to grant the license above, and (2) the posting of the material does not violate the privacy rights, publicity rights, intellectual property rights, contract rights or any other rights of any person. You agree to pay for all royalties, fees, or any other monies owing to any person by reason of any material posted by you.
- Do not post or submit any third-party materials, unless you have first obtained consent from the owner of such materials. Your Submission cannot contain materials embodying the names, likenesses, photographs, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, other than yourself, without permission.

Content

- The JATC not responsible for and do not endorse the contents of user's posts or warrant the accuracy, truthfulness, legality or reliability of user's posts. You are entirely responsible for material which you post.
- Comments or opinions expressed on the Website/Social Media are those of their respective contributors only. The views expressed on this Website/Social Media do not represent or reflect the views of the JATC, its management, its affiliated companies, officers, directors or their employees. The JATC is not responsible for, and disclaims any liability in relation to, the Submission posted by contributors to the Website/Social Media.

Removal of Submissions

- Due to the real-time nature of the Website we cannot and are not required to review the contents of posted comments, nor do we confirm the validity of information submitted.
- The JATC, hereby notifies you that it does not actively monitor users' comments and, as such, is not responsible for and gives no warranty or representation in relation to users' comments. You acknowledge that the JATC has no obligation to pre-screen, monitor, review or edit any content posted by you and other users on the Website/Social Media. Users are encouraged to bring any comment they deem offensive or objectionable to the attention of the team by sending an email to the following email account training@11589jatc.com identifying the specific material that they consider is objectionable. You will be asked to give your reasons for wanting the comment removed.
- If you believe that any content on the Website/Social Media contains a defamatory statement, please

notify us immediately by sending an email to the following email account training@11589jadc.com. The JATC operates on a "notice and takedown" basis. Once this notification has been received, the JATC will make all reasonable endeavors to remove the defamatory content complained about within a reasonable time.

- The JATC assumes no responsibility for the deletion or the failure to store comments or other information posted on its site by you or other users of the Website/Social Media.

Personal Information

- Please remember that the Website/Social Media is public. For your own safety, please do not post or submit any personal information about yourself or third parties (e.g. personal names, addresses, phone numbers, email addresses).

Removal of Your Own Submissions

- If at any time you wish to request that the JATC remove any Submission that you have submitted, please submit your removal request to the following e-mail account training@11589jadc.com, and clearly specify the content you wish to have removed. Please note we may need to contact you for further information regarding a removal, and as such by submitting a removal request you are authorizing the JATC to contact you about that request at the e-mail address from which your request originates and the JATC will make reasonable efforts to honor any removal request within ten (10) business days of receipt of such request.

Changes to the Posting Policy

- Please note that we may change, modify, add to or delete portions of this Posting Policy at any time. The date of the most recently updated Posting Policy will appear at the top of the Posting Policy. However, please note that it is your responsibility to regularly review the Posting Policy of the Website. If you no longer accept this Posting Policy or any changes or variations to this Posting Policy, you must cease using the Website. Your continued use of the Website is deemed to be acceptance of this Posting Policy and any changes thereto. (See Addendum D for complaint procedures)

Nothing in this policy is intended to or will be applied in a manner that limits employees' rights to engage in protected concerted activity as prescribed by the National Labor Relations Act.

Printed Name: _____

Address: _____

Signature: _____

Date: _____

ADDENDUM I

ANTI-BULLYING/ANTI-HARASSMENT POLICY

The Northern Minnesota and Wisconsin Plumbers and Steamfitters JATC is committed to providing all Apprentices with a safe and civil school environment in which all members of the school community are treated with dignity and respect. Bullying and/or harassment of or by students, staff, and volunteers is against policy and is not tolerated by the JATC. Bullying and/or harassing behavior can seriously disrupt the ability of school employees to maintain a safe and civil environment, and the ability of Apprentices to learn and succeed. Therefore, it is the policy of the JATC that employees, volunteers, and Apprentices shall not engage in bullying or harassing behavior in class, on school property, or at any school function or school-sponsored activity.

Definitions

For the purposes of this policy, the defined words shall have the following meaning:

- “Electronic” means any communication involving the transmission of information by wire, radio, optic cable, electromagnetic, or other similar means. “Electronic” includes but is not limited to communication via electronic mail, internet-based communications, pager service, cell phones, and electronic text messaging.
- “Harassment” and “bullying” shall mean any electronic, written, verbal, or physical act or conduct toward an Apprentice based on the individual’s actual or perceived age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status, and which creates an objectively hostile school environment that meets one or more of the following conditions:
 - (1) Places the student in reasonable fear of harm to the Apprentice’s person or property.
 - (2) Has a substantial detrimental effect on the Apprentices’ physical or mental health.
 - (3) Has the effect of substantially interfering with an Apprentices’ academic performance.
 - (4) Has the effect of substantially interfering with the Apprentices’ ability to participate in or benefit from the services, activities, or privileges provided by a school.
- “Trait or characteristic of the Apprentice” includes but is not limited to age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status.
- “Volunteer” means an individual who has regular, significant contact with Apprentices.
- “Employee” means a person employed for wages or salary, especially at nonexecutive level.

Filing a Complaint

A Complainant who wishes to avail himself/herself of this procedure may do so by filing a complaint with the Training Director or Business Manager Designee. An alternate will be designated in the event it is claimed that the Training Director or Business Manager designee committed the alleged discrimination or some other conflict of interest exists. Complaints shall be filed within 90 days of the event giving rise to the complaint or from the date the Complainant could reasonably become aware of such occurrence. The Complainant will state the nature of the complaint and the remedy requested. The Complainant shall receive assistance as needed.

Northern Minnesota and Wisconsin Plumbers and Steamfitters JATC employees, volunteers, and Apprentices shall not engage in reprisal, retaliation, or false accusation against a victim, witness, or an individual who has reliable information about an act of bullying or harassment.

Investigation

The Northern Minnesota and Wisconsin Plumbers and Steamfitters JATC will promptly and reasonably investigate allegations of bullying or harassment. The Training Director or Business manager designee (hereinafter "Investigator") will be responsible for handling all complaints alleging bullying or harassment. The Investigator shall consider the totality of circumstances presented in determining whether conduct objectively constitutes bullying or harassment. The Training Director or the Business Managers designee shall also be responsible for developing procedures regarding this policy.

Decision

If, after an investigation, an Apprentice is found to be in violation of this policy, the student shall be disciplined by appropriate measures, which may include suspension and expulsion. If after an investigation a school employee is found to be in violation of this policy, the employee shall be disciplined by appropriate measures, which may include termination. If after an investigation a school volunteer is found to be in violation of this policy, the volunteer shall be subject to appropriate measures, which may include exclusion from school grounds.

A school employee, volunteer, or Apprentice, or an Apprentices' parent or guardian who promptly, reasonably, and in good faith reports an incident of bullying or harassment, in compliance with the procedures in the policy adopted pursuant to this section, to the Training Director or Business Manager designee, shall be immune from civil or criminal liability relating to such report and to participation in any administrative or judicial proceeding resulting from or relating to the report.

Individuals who knowingly file false bullying or harassment complaints and any person who gives false statements in an investigation may be subject to discipline by appropriate measures, as shall any person who is found to have retaliated against another in violation of this policy. Any Apprentice found to have retaliated in violation of this policy shall be subject to measures up to, and including, suspension and expulsion. Any school employee found to have retaliated in violation of this policy shall be subject to measures up to, and including, termination of employment. Any school volunteer found to have retaliated in violation of this policy shall be subject to measures up to, and including, exclusion from school grounds.

The JATC's decisions in enforcing these Standards will be final and binding on the employer, the sponsors, and the apprentice, unless otherwise provided by law or noted herein.

I have read and understand the contents of this policy and agree to abide by it.

Print Name: _____

Signature: _____

Date: _____

ADDENDUM J

APPRENTICE TUITION AND REIMBURSEMENT POLICY

I, _____ agree to pay the sum of \$300.00 (three hundred dollars) to the Joint Apprenticeship Committee for the estimated debt I will incur during my apprenticeship. I am also, aware that upon the completion of my training; all unused monies will be repaid to me.

Furthermore, I have been notified and I am aware that the monies collected for this tuition will be recorded separate from the Joint Apprenticeship training fund and it will be used exclusively for reimbursement of debts paid by the Committee on my behalf. Such debts may include but are not limited to the following:

- Code books
- Credential fees
- Overly abused or lost training materials including:
 - o Additional gloves of all kinds
 - o Additional safety glasses or other eye protection
 - o Additional scales, rulers, instruments, and other tools that have been provided
- Reference books, layout handbooks or other manuals purchased by the Committee and subsequently owned by the apprentice

I also understand that I will be given 730 days to pay this tuition beginning on the date of my indenture; and that I will not commence formal classroom training until the full amount is paid.

Apprentice's printed name: _____

Apprentice's signature: _____

Today's date: _____

ADDENDUM K

POLICY ON APPRENTICESHIP RELATED TRAINING CREDITS

It is the policy of the Joint Apprenticeship Committee that each apprentice will complete an average of 60 credits for each year of their apprenticeship - a total of 300 credits. Each fully attended class will constitute one credit. At no time, shall any apprentice be either 5 credits behind in any given year - or 15 credits behind in total. Any apprentice who has not accrued 300 credits by the end of the fifth year of their apprenticeship term will be declared ineligible for completion of the program. Those ineligible will be required to return for a year of related training until the required 300 credit obligation is satisfied - unless deemed otherwise by the Committee.

It is understood that an ample number of classes will be scheduled so that each apprentice will be given an opportunity to finish in the allotted time (five years). Make-up classes may be scheduled for lost days due to inclement weather or other unavoidable circumstances.

Additional credits may also be earned for those attending related training outside the program. Any credits earned this way will be granted to the apprentice solely at the discretion of the Training Director. Proof of training will be required to receive these additional credits.

I understand and accept the terms of this policy and agree to abide by them.

Apprentice's name: _____ Date: _____

Apprentice's signature: _____

