

**SOUTHERN CALIFORNIA CONSTRUCTION CRAFT
LABORER APPRENTICESHIP PROGRAM**

UNIFORM ADMINISTRATIVE PROCEDURES

AGREEMENT AND POLICY STATEMENT

APPRENTICESHIP STANDARDS

AS ADOPTED BY THE JAC

Between

Southern California General Contractors



And

Southern California District Council of Laborers

**Affiliated with the Laborers International Union of
North America,
AFL-CIO**

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**ADMINISTRATIVE PROCEDURES
AS ADOPTED BY
The Laborers Southern California
Joint Apprenticeship Committee**

1. Applications

- a. Candidates for apprenticeship shall be screened verbally as to their meeting the prerequisites of the Program, i.e., that they are a minimum of 18 years of age and that they are physically able to perform the work.
- b. Applications are available continuously at the JAC office. Applications from the JAC office can be mailed by request. (App.Stds.ArtXX,Sec.IV)
- c. Applicants must check in with the JAC Office every Jan. 1st, April 1st, July 1st and Nov. 1st in order to maintain eligibility to attend Mandatory Orientation.

2. Mandatory Orientation

- a. All applicants must attend Mandatory Orientation (see dispatching). Only those applicants who have an application on file or are part of an authorized program may attend.
- b. Mandatory Orientation shall be scheduled and conducted by a JAC Representative to introduce applicants to the Laborers craft, advise applicants as to their responsibilities under the Apprenticeship Agreement and Policy Statement, and to complete all documentation as required by federal and state law. (DOL ETA Form 671 & DAS Form 1 & Work Processes)
- c. The selection procedure, as part of the Mandatory Orientation, consists of passing the Candidate Physical Agility Test, drug test, and an oral interview. (App.Stds.ArtXX, Sec.V)
- d. The drug test must be taken at an approved testing facility, within 24 hours of the Mandatory Orientation.
- e. An applicant who fails any portion of the Mandatory Orientation can retry after 60 days from the scheduled date.
- f. All applicants are notified in writing of acceptance or rejection (App.Stds.ArtXX, Sec.V, Para.F)
- g. All applicants are educated in the recognition of illegal discrimination and sexual harassment at this time. (App.Stds.Art.XVIII,Para.2)
- h. All applicants will be advised that prior work experience and training can be evaluated by the committee and appropriate credit will be given toward a higher wage bracket or apprenticeship period. (App.Stds.Art.XX, Sec.V, Para.I) This must be determined prior to dispatch or no later than 30 days of indenture. Evidence for this criteria consists of pay stubs or written documentation from past employers or training facilities on bona fide letterhead stipulating the applicant's description of duties, hours worked, and time periods of employment.
- i. A pool of eligible applicants will be established and maintained. (App.Stds.ArtXX.Sec.V, Para.G)
- j. Active applicants are ranked in sequential order according to the person receiving the highest score being placed in the number one position on the "Active Applicant Eligible List." (App.Stds.ArtXX.Sec.V, Para.H-1)
- k. Any individual may apply for and be granted journeyman status by showing evidence of work history, acknowledging mastery of the skills in that work history by means of a Checklist, being interviewed by a union representative and passing relevant segments of the Construction Craft Laborer assessment test.

- l. Once the JAC office receives confirmation of negative results on the drug test, the applicant will be notified in writing, if he or she is eligible to join the union and may be dispatched as an apprentice. The union determines how many apprentices should be placed on its out-of-work list
- m. Applicants are assigned to the Local Union in the area in which they live or the area they request.
- n. The union has decided that initiation shall be paid in two increments, one-half at the time of joining the union and the other half within 60 days thereafter.

3. Assessment Testing

- a. Assessment testing will be conducted upon request from the Applicant as one factor, in combination with work history and any other pertinent documentation to determine placement in the Apprenticeship Program.
- b. Every applicant applying for entry to the Apprenticeship Program with previous work history totaling less than 4,000 hours will be assessed. Those applicants with over 4,000 hours will be assessed at the request of the Local Union.
- c. A classification change, e.g., trainee, tender, or temporary journeyman to apprentice, is permitted only once.

4. Sponsorship Requirements

- a. Contractors signatory to the Master Labor Agreement may upon request sponsor an apprentice(s) by completing a Request to Indenture form provided by the Local Union, the JAC, or available on the JAC's website.
- b. Sponsored Applicant Apprentices must complete the Mandatory Orientation, which includes a Candidate Physical Agility Test, Oral Interview, and a Drug Test (See Request to Indenture form and CPAT document) The sponsored Applicant Apprentice will not be dispatched to a jobsite and will not be registered in the Program until he or she satisfactorily completes the Mandatory Orientation.
- c. All sponsored apprentices will be required to attend the first Voice Orientation class available to them at their Local Union.

5. Voice Orientation Requirements

- a. All apprentices will be required to take the first available Voice Orientation class at their Local Union or in their area and complete a 5-question exit exam.
- b. Apprentices must schedule themselves for this Voice Orientation class by contacting the JAC office or their regional coordinator.
- c. Apprenticeship wallets, standards, and work processes sheets will be distributed during the Voice Orientation class.
- d. Work processes sheets are to be completed by the Contractor Representative (i.e. Field foreman or Supervisor) as well as the apprentice; they must be submitted by the 10th of each month for the previous month. Instructors will sign the Apprentice Record Book (blue booklet) during each class session. The Apprentice Record Book must be submitted at the end of each 7 month period.

6. Dispatching

- a. Accepted Active Applicants will be employed in sequence from the top of the Active Applicant Eligible List. (App.Stds.Art.XX.Sec.V, Para.H-2)
- b. Apprentices are dispatched to employers in accordance with the Local Union's hiring hall procedures.
- c. Apprentices are employed at a ratio of five (5) journeymen to one (1) apprentice (although the Apprentice may be the second laborer on the job) and one (1) Apprentice is employed thereafter for each five (5) additional Journeymen on the job. (See Ratio)
- d. Local Unions must provide the JAC office with written notification of dispatch within 48 hours of employment.
- e. Apprentices must not be dispatched to a job at a rate of pay that is less than their apprenticeship level.
- f. Special calls by the employer to the hiring hall for a "certification" are permitted. (Traffic Control, Scaffold Builder, etc.)
- g. When a request for dispatch of an apprentice by a non-union contractor is received at the JAC, the JAC will notify the Local Union as to when, where and how many apprentices are to be dispatched to the jobsite. Apprentices will not be dispatched to a non-union contractor unless a signed subscription agreement is received at the JAC office. For various location projects, a copy of the public works bid is required.
- h. Apprentices have free mobility within the Twelve Southern California counties.
- i. Upon request by the Local Union, the Regional Coordinator will schedule individuals from the Applicant list for Mandatory Orientation, the CPAT (Candidate Physical Agility Testing)
- j. Apprentices can solicit their own work provided the contractor is signatory and is in the Local Union's Jurisdiction. The Local Union must forward a copy of the written dispatch and the employer must forward the Sponsorship letter and the request to Indenture Form to the JAC office.

7. Probationary Period

- a. The term of apprenticeship is 3,000 hours within 18 months. The first 750 hours shall be a tryout or probationary period. During the probationary period, an apprentice agreement may be terminated by the apprenticeship committee at the request in writing of either party. After such probationary period an apprentice agreement may be terminated by the Administrator by mutual agreement of all the parties thereto or cancelled by the Administrator for good and sufficient reason (App. Stds. Arts XIV, X, Para 1)
- b. Before completing the probationary period, an apprentice who is terminated from the Program may not reapply until one year has lapsed. After completing the probationary period, an apprentice who is terminated from the Program may appeal with 30 days from termination, but if his/her termination is upheld, may not reapply until one year has lapsed.

8. Upgrade Policy

- a. Apprentices will receive their first upgrade ONLY after completing a Voice Orientation, 501 on-the-job training hours, 36 to 40 hours of related and supplemental instruction, and submit accurate and timely work processes sheets that are complete and up to date.
- b. Apprentices will be upgraded each period thereafter by completing 500 on-the-job training hours and 36 to 40 related and supplemental instruction hours, and submitting accurate and timely work processes sheets that are complete and up to date. (App. Stds. Arts. XVI and XVII)
- c. An apprentice's upgrade is at the discretion of the sub-JACs. (See subcommittees).
- d. In recognition of previous work experience, the apprenticeship committee may grant credit to the term of apprenticeship for an individual apprentice not to exceed a maximum of 1,840 total current on-the-job training hours.

9. Regional Subcommittee JAC

- a. There shall be five (5) regional subcommittee JACs: Region 1 to include Northern, Western and Eastern Los Angeles County (Local Union 300), Region 2 to include SW and SE Los Angeles County and all of Orange County (Local Unions 802, 507 and 652), Region 3 to include Kern, San Luis Obispo, Santa Barbara, and Ventura Counties (Local Unions 220 and 585), Region 4 to include Inyo, Mono, San Bernardino, Riverside and Imperial Counties (Local Unions 783 and 1184) and Region 5 to include San Diego County (Local Union 89).
- b. Regional Subcommittee JACs will be comprised of four (4) members: (2) management representatives, (2) labor representatives. Management and labor shall each appoint (2) alternates. A quorum shall consist of at least one member from labor and one from management. Regional Subcommittees shall meet no less than four times a year.
- c. Coordinators will provide lists of apprentices whose prior work experience needs to be evaluated, whether an upgrade is in order, or if an apprentice's status in the program needs to be assessed.
- d. When an upgrade is approved, the effective date of the pay increase will be the first Monday of the following month.
- e. Regional subcommittees will determine actions for all disciplinary procedures regarding employment and status in the Program.
- f. Approval of regional subcommittee minutes and motions made at regional subcommittee meetings will subsequently be submitted to the JAC for final approval. Upgrades may go into effect on recommendation of the Regional Subcommittees JAC, pending approval by JAC.

SOUTHERN CALIFORNIA LABORERS' JOINT APPRENTICESHIP COMMITTEE
Apprenticeship Agreement and Policy Statement
For Construction Craft Laborer

The Southern California Laborers' Joint Apprenticeship Committee (hereinafter referred to as the JAC) is a committee of representatives from both labor and management. The objective of the JAC is to conduct an Apprenticeship Program for the purpose of training men and women to be qualified and productive in the traditional and necessary skills of the Construction Craft Laborers' Trade.

Upon signing this document you will become indentured to the Construction Craft Laborers' Apprenticeship Program (hereinafter referred to as the Program).

Additionally, your signature will indicate that you understand and are willing to comply with the conditions, rules, and regulations of this agreement and policy statement (hereinafter referred to as the Policy).

The JAC has appointed an Apprenticeship Coordinator who shall administer the Program, ensure that all parties adhere to the Policy and conduct the business of the JAC as directed.

Term of Apprenticeship

You will be required to complete 3,000 hours of on-the-job training (hereinafter referred to as OJT). You shall make yourself available for OJT at all times during your Apprenticeship unless a leave of absence is granted by the JAC.

Initial Probationary Period

Your initial probationary period shall be during your first 750 hours of OJT. During this period, your participation in the Program may be terminated by the JAC without the formality of a hearing or stated cause. An appeal process is available only to Apprentices who have completed their probationary period.

Wage Advancement

You will be eligible for wage advancements at each OJT 500 -hour interval providing the following conditions have been met:

1. You completed a Voice Orientation Class and passed the exit exam.
2. You participated in all related classroom and hands-on training sessions, which are required for that period.
3. You have met all of your OJT reporting requirements for that period.
4. You have submitted accurate and timely work processes sheets that are complete and up to date.
5. The JAC has received satisfactory reports on your OJT and related classroom/hands-on training activities.
6. You are not on disciplinary probation.

Classroom/Hands-On Training (Related Training)

You will be required to complete a total of 224 hours of related and supplemental instruction. This instruction is classroom/hands-on training (hereinafter referred to as related training). You will not be paid wages and you will not accumulate OJT hours during the related training sessions.

On-The-Job Training (OJT)

You will be assigned to the Local Union in whose jurisdictional boundaries you reside. You will be dispatched to employers for OJT in accordance with the union's hiring hall procedures.

You shall be obligated to accept the OJT to which you are dispatched provided you have satisfactorily completed the related training.

Voluntary Termination of Employment

You may not voluntarily terminate (quit) your employment with any of the Program's participating employers. In the event that you are experiencing problems with your employer, problems with co-workers, personal problems, etc., you are encouraged to consult with your Local Union or the Apprenticeship Coordinator.

Involuntary Termination of Employment

If you are involuntarily terminated (fired or laid-off) you will immediately report the incident to the Local Union and the Apprenticeship Coordinator. In the event that you are fired, the Local Union and/or the Apprenticeship Coordinator shall investigate and report to the JAC the details of the event or events that caused it. The JAC will then determine whether any violations have occurred and take the appropriate action it deems necessary.

In the event you are laid-off due to lack of work, you must register yourself on the appropriate hiring hall list and dispatched to another employer in accordance with the union's hiring hall procedures.

Dependability and Punctuality

It is extremely important that you are dependable and punctual while participating in the Program.

Excessive absenteeism and/or tardiness during OJT or the related training sessions will result in the JAC taking appropriate disciplinary action.

Withdrawal From The Program

If, during the term of apprenticeship, you decide to withdraw from the Program without good cause as determined by the JAC, you will be responsible for reimbursing the Southern California Laborers Training Trust Fund for the related instruction given at the time of withdrawal at the rate of \$_____ per full year of related training.

Leave of Absence

You may request a temporary leave of absence from the Program due to illness, disability or personal problems that may render you incapable of participating in OJT and/or related training. You shall make such requests in writing to the JAC who will fairly review the merits of the request and grant such leave provided that you are not on probation and the merits of the request are genuine enough to warrant approval. The JAC may require further documentation (doctor's statement, etc.) before considering a request. You must also advise the Local Union and the third party administrator for the applicable fringe benefit trust funds, when applying for a Leave of Absence to determine if your benefits will be affected.

No more than one leave of absence shall be granted for a period in excess of 6 months unless the JAC determines that unusual conditions exist that may require additional leave time. Failure to return to the Program within the time allotted by the JAC will result in dismissal from the Program or you may choose to withdraw from the Program instead.

Vacations

Non-paid vacations of no more than one week (7 days) may be taken once per calendar year providing you are not on probation and you receive approval from your employer (if working) and from the JAC.

Apprentice Reporting Requirements

You will be required to keep accurate records of your OJT and related instruction. The JAC will provide you with a work record book.

Falsification

Filing false OJT reports or providing the JAC with any other false or misleading information that is requested and/or required may result in your dismissal from the Program.

Apprenticeship Card

The JAC will provide you with an ID card that will attest to your current related training you have participated in. For any additional related training, the JAC Office will issue an updated ID Card. The ID card will be issued the following month after classes have been completed.

OJT/Work Rotation

In an effort to have you complete the Program within a reasonable amount of time and in the best interest of both you and the Program, the JAC and the Local Union may remove you from a particular job site and place you on another job site. This will occur only when the JAC has determined that you can no longer accumulate required OJT hours on the job you are assigned to and only if the Local Union can immediately place you on another job that would allow you to continue advancement.

Disciplinary Card System

Apprentices will be ordered to appear before their regional subcommittee, if they fail to: submit accurate and timely work processes sheets that are complete and up to date, maintain RSI credits, maintain good standing at the Local Union , or who incur any other disciplinary action. Upon review of the apprentice's infraction, the apprentice may receive a yellow card. Failure to appear before the subcommittee will result in an automatic yellow card and receipt of a second notice.

After receiving two yellow cards for disciplinary action and a red card for not communicating with the Coordinator or JAC, the next offense will result in termination from the apprenticeship program.

Disciplinary Probation

Upon receiving a yellow card, the offending apprentice will be placed on active probation up to six months and monitored for an amount of time as prescribed by the Sub Committee. Active probation may last up to six months and you may continue to receive wage advancements while accumulating OJT and RSI hours.

In more severe cases of wrongdoing, the JAC will hear your case(s) and, in its discretion, may place you on full disciplinary probation for up to the remainder of the Program, during which time you will continue to accumulate OJT hours, but will not be granted any wage advancements until your probationary status is lifted.

While on active or full disciplinary probation, your participation in the Program may be terminated by the JAC at any given time without the formality of a hearing or stated cause. You may appeal within 30 days, but if your termination is upheld, you may not reapply until one year has lapsed.

Complaint and Appeal Procedures

In the case of a dispute between a participating employer and an apprentice or an apprentice and the JAC, any party may appeal to the JAC for resolution of the dispute.

Appeals must be in writing and submitted to the JAC within 30 days of the event that caused the dispute. The JAC will review the appeal within 30 days of receiving such and notify the appellant in writing of its decision.

The JAC may make such inquiries as it deems necessary, and should it decide to hold an informal hearing on the matter, it will notify the involved parties in writing and schedule such hearing within a reasonable amount of time.

The decision of the JAC shall be final on questions concerning the Apprenticeship Standards and violations of this Apprenticeship Agreement and Policy Statement.

Rights and Privileges

An apprentice may request an appearance before the JAC for any reason concerning the Program. Such a request shall be made in writing to the JAC for an appointment.

Each apprentice has the right to examine their own apprenticeship records kept at the JAC office.

Should a termination of apprenticeship occur, an apprentice may first appeal to the JAC. Such appeal shall be in writing and be received by the JAC within 30 days of the apprentice's notice of termination.

The apprentice may also appeal the JAC's action to the federal and state Administrator(s) of Apprenticeship, through the Department of Labor and the Division of Apprenticeship Standards as provided under federal and state Law, respectively.

Address and Phone Number Changes

You must report any changes in your address or phone number as soon as reasonably possible to the JAC, the Local Union, and ATPA.

Local Union Meetings

To solidify your status as a Construction Craft Laborer, you are strongly encouraged to attend all regularly scheduled Local Union meetings.

Local Union Dues and Initiation Fees

Pursuant to the collective bargaining agreement under which you will work, you are required at all times to maintain your membership in the Local Union to which you are assigned and to pay all initiation fees and Local Union dues uniformly assessed.

Amendments

The JAC reserves the right to amend the policies, rules and regulations contained in this document. In the event that an amendment becomes necessary, the JAC will provide in advance, written notices to all Program participants which will clearly describe the amendment and the effective date of such.

Summary

The JAC recognizes that you will make certain sacrifices and endure certain hardships in order to participate in this Program. However, in order to maintain the dignity of the Program and ensure its success, this policy statement must be adhered to by all participants.

Our objective in sponsoring this Program is to train you to become a qualified and productive Construction Craft Laborer. Your future in the Construction Industry will greatly depend on your attitude and the effort you put forth during your participation in the Program.

If at any time during your apprenticeship, you experience any problems or are in need of any assistance, please do not hesitate to contact the Apprenticeship Coordinator or the Local Union.

Acknowledgment

I hereby acknowledge that I have read and fully understand the entire contents of this Apprenticeship Agreement and Policy Statement and it has been thoroughly explained to me by the Apprenticeship Coordinator and/or at a Mandatory Orientation.

Furthermore, I agree with the intent of this document and I hereby agree to wholly abide by the rules, regulations and conditions contained herein.

_____	_____	_____
Apprentice Signature	Apprentice Printed Name	Date
_____	_____	_____
Witness Signature	Witness Printed Name	Date

**RELEVANT EXCERPTS OF THE APPRENTICESHIP STANDARDS
Of The
Laborers Southern California Joint Apprenticeship Committee**

ARTICLE I Purpose and Policy

The parties hereto declare it to be their purpose and policy to establish an organized, planned system of apprenticeship, conducted as a joint labor and management industry undertaking. These standards have, therefore, been adopted and agreed upon under the Shelley-Maloney Apprentice Labor Standards Act of 1939, as amended, to govern the employment and training of apprentices in the craft defined herein, to become effective upon their approval.

ARTICLE II Craft

Construction Craft Laborer

DOT 869.463 580

ARTICLE III Organization

There is hereby establish the above named apprenticeship committee, covering Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and San Diego Counties consisting of 8 members, 4 of whom shall be selected by and represent the employer organization(s) signatory hereto, and 4 of whom shall be selected by and represent employee organization signatory hereto and one apprenticeship consultant representing the Division of Apprenticeship Standards. In addition hereto, there shall be one advisor from the local school district and such other advisors, as the committee shall determine. Such advisors and the apprenticeship consultant shall act without vote. There shall also be one alternate each selected by the employer organizations and the employee organization. Alternates vote only in the absence of the committee member.

ARTICLE IV Jurisdiction

These standards shall apply to the employer and employee organizations signatory hereto, their members, to other employers who subscribe hereto or who are party to a collective bargaining agreement with an employee organization signatory hereto, and to all apprentice agreements hereunder.

ARTICLE V Functions

The functions of the apprenticeship committee shall be to:

1. Develop an efficient program of apprenticeship through systematic on-the-job training with related and supplemental instruction and periodic evaluations of each apprentice;
2. Make periodic evaluations of the progress of each apprentice's on-the-job training and related supplemental instructions;
3. Develop and implement a method of competency based testing, to assure that the apprentice is competent in all general skill work processes and in two of the areas of the specific skill work processes (i.e. hazardous materials, construction and building construction), satisfactory completion of on-the-job training, related & supplemental instructions and passage of three of the four test will be considered evidence of satisfactory completion of apprenticeship as required in Section XIX of these standards;
4. Serve in an advisory capacity with employers and employees in matters pertaining to these standards;
5. Aid in the adjustment of apprenticeship disputes;
6. Develop fair and impartial selection procedures and an affirmative action plan in accordance with existing laws and regulations, and to apply them uniformly in the selection of applicants for apprenticeship. The selection procedures and affirmative action plan are included herein (Article XX); and
7. Establish and maintain sub-committees in outlying geographical areas as deemed necessary to carry out the responsibilities of this apprenticeship committee.

ARTICLE VI Responsibilities

The responsibilities of the apprenticeship committee shall be to:

1. Supervise the administration and enforcement of these standards;
2. Adopt such rules and regulations as are necessary to govern the program provided, however, that the rules and regulations do not conflict with these standards;
3. Oversee the program's ability, including financial ability, and commitment to meet and carry out its responsibility under the federal and state laws and regulations applicable to the apprenticeable occupation and for the welfare of the apprentice;
4. Conduct orientations, workshops or other educational session for employers to explain the apprenticeship program's standards and the operation of the apprenticeship program;
5. Pass upon the qualifications of employers under its jurisdiction and, when appropriate, to suspend or withdraw approval;
6. Conduct on-going evaluations of the interest and capacity of employers to participate in the apprenticeship program and to train apprentices on the job;
7. Determine if an employer has the work site facilities, skilled workers as trainers at the work site, and equipment sufficient to train apprentices;
8. Pass upon the qualifications of apprentice applicants;
9. File a signed copy of each apprentice agreement with the Secretary of the California Apprenticeship Council, with copies to all parties to the agreement;
10. Establish and maintain a record system for on-the-job training and related instructions;
11. Provide disciplinary procedures for apprentices, including provision for fair hearing;
12. Adopt changes to these standards, as necessary, subject to the approval of the parties hereto and the Chief of the Division of Apprenticeship Standards: and
13. Use every effort to keep the apprentice employed in a reasonably continuous manner and adequately instructed.

ARTICLE VII Definition of an Apprentice

An apprentice is a person at least 18 years of age, who is engaged in learning a designated craft and who has entered into a written apprentice agreement under the provision of these standards.

ARTICLE VIII Duties of an Apprentice

Each apprentice shall satisfactorily perform all work and learning assignments both on the job and in related instruction and shall comply with the rules and regulations and decisions of the apprenticeship committee.

ARTICLE VIX Apprentice Agreement

1. Each apprentice agreement shall conform to the State law governing apprentice agreements, and shall be signed by the employer or by the apprenticeship committee and by the apprentice and must be approved by the apprenticeship committee.
2. Each apprentice shall be furnished a copy or be given an opportunity to study these standards before indenture. These standards shall be considered a part of the apprentice agreement as though expressly written therein.

ARTICLE X Termination and Transfer of Agreements

1. During the probationary period, an apprentice agreement may be terminated by the apprenticeship committee at the request in writing of either party; after such probationary period an apprentice agreement may be terminated by the Administrator by mutual agreement of all the parties thereto or cancelled by the Administrator for good and sufficient reason
2. If an employer is unable to fulfill his/her obligations to train under any apprentice agreement or in the event of a layoff, the apprenticeship committee may, with the approval of the Administrator transfer such agreement to any other employer if the apprentice consents and such other employer agrees to assume the obligation of said apprentice agreement.

ARTICLE XI Related and Supplemental Instruction

1. Apprentices shall satisfactorily complete prescribed courses of related and supplemental instruction, which will be not less than 144 hours per year.
2. Required school time shall not be compensated.

ARTICLE XII Lay-offs

1. If for any reason a lay-off of an apprentice occurs, the apprentice agreement shall remain in effect unless cancelled by the Administrator. However, credit for related instruction shall be given when the apprentice continues such instruction during the lay-off.
2. There shall be no liability on the part of the employer or the JAC for an injury sustained by an apprentice engaged in schoolwork at a time when the apprentice is unemployed.

ARTICLE XIII Controversies

All controversies or differences concerning apprentice agreements, which cannot be adjusted locally by the apprenticeship committee or otherwise, of which are not covered by a collective bargaining agreement among the parties hereto, shall be submitted to the Administrator for determination.

ARTICLE XIV Term of Apprenticeship

The term of apprenticeship shall be 3,000 hours within 18 months. The first 750 hours, shall be a tryout or probationary period.

ARTICLE XV Ratio

A qualified employer may employ one (1) Apprentice for the first five (5) Journeymen (although the Apprentice may be the second laborer on the job) and one (1) Apprentice thereafter for each five (5) additional Journeymen on the job. No Apprentice may work without a Journeyman Laborer on the Job.

ARTICLE XVI Wage Schedule (Regions 1-4)

1. Apprentices shall be paid not less than the following percentages of the current Group V Journeyman’s rate, which is \$29.33* per hour effective July 1, 2008

1 st period	1	-	500 hours	50%	\$14.67
2 nd period	501	-	1000 hours	55%	\$16.13
3 rd period	1001	-	1500 hours	60%	\$17.60
4 th period	1501	-	2000 hours	70%	\$20.53
5 th period	2001	-	2500 hours	80%	\$23.46
6 th period	2501	-	3000 hours	85%	\$24.93

2. Other compensations: Effective July 1, 2008 the following percentage of the journeyman fringe benefit rates are applicable: **

A. Health & Welfare	70%	\$2.98
B. Pension	20%	\$1.05
C. Vacation/Supplemental Dues	70%	\$2.52
D. Training and Retraining Fund	100%	\$0.64
E. Center For Contract Compliance	100%	\$0.20
F. Industry Fund	100%	\$0.07
Total		\$7.46

Wage Schedule (Region 5 – San Diego Building Agreements)

3. Apprentices shall be paid not less than the following percentages of the current Group IV Journeyman’s rate, which is \$27.16* per hour effective July 1, 2008

1 st period	1	-	500 hours	50%	\$13.58
2 nd period	501	-	1000 hours	55%	\$14.94
3 rd period	1001	-	1500 hours	60%	\$16.30
4 th period	1501	-	2000 hours	70%	\$19.01
5 th period	2001	-	2500 hours	80%	\$21.73
6 th period	2501	-	3000 hours	85%	\$23.09

4. Other compensations: Effective July 1, 2008, the following percentage of the journeyman fringe benefit rates are applicable: **

A. Health & Welfare	\$4.26
B. Pension	\$0.39
C. Vacation/Supplemental Dues	\$2.62
D. Training and Retraining Fund	\$0.64
E. Center For Contract Compliance	\$0.20
F. Industry Fund	\$0.12
Total	\$8.23

5. **Wage Schedule (Region 5 – San Diego Engineering Agreements)**

Apprentices shall be paid not less than the following percentages of the current Group IV Journeyman’s rate, which is \$27.60* per hour, effective July 1, 2008

1 st period	1 - 500 hours	50%	\$13.80
2 nd period	501 - 1000 hours	55%	\$15.18
3 rd period	1001 - 1500 hours	60%	\$16.56
4 th period	1501 - 2000 hours	70%	\$19.32
5 th period	2001 - 2500 hours	80%	\$22.08
6 th period	2501 - 3000 hours	85%	\$23.46

6. Other compensations: Effective July 1, 2008, the following percentage of the journeyman fringe benefit rates are applicable: **

A. Health & Welfare	\$4.26
B. Pension	\$0.39
C. Vacation/Supplemental Dues	\$2.62
D. Training and Retraining Fund	\$0.64
E. Center For Contract Compliance	\$0.20
F. Industry Fund	\$0.12
Total	\$8.23

7. Straight time hours: 8 per day 40 per week

8. Overtime provision: All time worked in excess of (8) consecutive hours Monday through Friday, exclusive of meal period, and all work performed on Saturdays shall be time and one half (1.5). Sundays and holidays shall be double time.

* Apprentices shall receive the appropriate percentage of any increase to the journeyman wage during the term of the Master Labor Agreement.

** Apprentices shall receive the appropriate percentage of any increase to the journeyman fringe benefit rate during the term of this Agreement.

ARTICLE XVII Work Training

1. The employer shall see that all apprentices are under the supervision of a qualified journeyman or instructor and shall provide the necessary diversified, experience and training in order to train and develop the apprentice into a skilled worker, proficient in all the work processes of a Construction Craft Laborer, as outlined herein. Apprentices shall also be trained in the use of new equipment, materials and processes as they come into use in the craft.
2. On-The-Job Training: The following list of general and specialty tasks represent skills required by a Construction Craft Laborer (CCL) in a high performance industry. In general, the skills represent competencies in managing and understanding resources, information, technology, systems and interpersonal relations.
3. The major work processes in which apprentices will be trained (although not necessarily in the order listed) and the approximate hours (not necessarily continuous) to be spent on each are as follow.

All Construction Craft Laborers should master the following general skills.

Construction Craft Laborer On-The-Job DOT # 869.463-580

Work Process Approximate Hours

General Skills 1.200 - 1.650

- | | |
|--|-----------|
| A. <u>Site/Project and Maintenance</u>
Clearing, bucking and falling; Transportation, Dismantling, and stockpiling of scaffolding and work platforms; Grading and compaction; Layout and staking protocols; Rigging and signaling for work traditionally performed by Construction Craft Laborers; Site preparation, clean up, and security | 450 - 600 |
| B. <u>Tools, Equipment and Materials</u>
Tools, equipment, and material recognition and preparation; Hand, electric, gas, pneumatic, and power tool/equipment use and maintenance; Tool, equipment, and material storage and security. | 450 - 600 |
| C. <u>Safety</u>
Confined space safety; Flagging, signing, and traffic safety awareness; Hazardous material recognition; Trenching and site excavation safety. | 300 - 450 |

Specific Skill

Apprentices are to gain experience in each of the following specific works groups.

- | | |
|--|------------|
| A. <u>Environmental Remediation:</u>
Asbestos Abatement; Hazardous Waste Abatement; Lead Abatement; Petro-Chemical Abatement; Radiation Remediation. | 160 - 250 |
| B. <u>Building Construction:</u>
Concrete (tending, placement, removal); Landscaping; Mason/Plaster Tending; Pipe Laying. | 820 - 1000 |
| C. <u>Heavy/Highway Construction:</u>
Asphalt; Drilling and Blasting; Pipe Laying for work traditionally performed by Construction Craft Laborers Tunnel and Shaft. | 820 - 1000 |

Total Hours **3,000**

Construction Craft Laborer-Related Training
DOT# 869.463-580

Core Curriculum **160**

Related Instruction Curriculum

General Skills Curriculum* **Approximate Hours**

Certification Courses

First Aid/CPR	8
Forklift Safety	8
OSHA 10/Environmental Hazards of Highway Works	16
Traffic Control/Flagging	8

Industry Courses

Air Tools	40
Asphalt Paving	40
Concrete Construction	40
Landscape	40
Mechanical Pipe	40
Pipe Laying	40
Tilt-Up Construction	40

Specific Skills Elective Curriculum**

Equipment Endorsement Courses

Aerial/Boom Lifts	8
Air Tools	8
Fall Protection	8
Scaffold User	8
Scaffold Builder	8
Skid Steer Safety	8
Advanced Skid Steer Safety II	8
Trench Plates & Shoring	8

Environmental Courses

Asbestos Abatement Worker	40
Hazardous Waste Worker	80
Lead Abatement Worker	40
Environmental Passport	40
(Includes: Hazardous Communications, Respiratory Awareness, Asbestos Awareness, Confined Space Awareness and Lead Awareness)	

* Apprentice shall complete all certification courses and three (3) of five (5) from the industry courses.

** Apprentice shall as an elective choose two (2) of the equipment endorsement courses and one (1) of the environmental courses.

ARTICLE XVIII Safety & Health and Recognition of Illegal Discrimination and Sexual Harassment

1. Each apprentice shall receive training and education in first aid, safe-working practices and in the recognition of occupational health and safety hazards.
2. Each apprentice shall receive training in the recognition of illegal discrimination and sexual harassment.

ARTICLE XIX Certificate of Completion

1. Upon evidence of satisfactory completion of apprenticeship, and upon the recommendation of the apprenticeship committee, each apprentice will be issued a Certificate of Completion by the authority of the California Apprenticeship Council.
2. In recognition of unusual ability and progress, the apprenticeship committee may decrease the term of apprenticeship for an individual apprentice not more than twelve and one-half (12.5) percent.

**RELEVANT EXCERPTS OF THE
ADDENDUM TO APPRENTICESHIP STANDARDS
of the
Laborers Southern California Joint Apprenticeship Committee**

OCCUPATION

DOT CODE

CONSTRUCTION CRAFT LABORER

869.463-580

AREA COVERED BY STANDARD:

Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

APPROVED STATISTICAL AREA:

Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties

The above-named program sponsor, in accordance with the California Plan for Equal Opportunity in Apprenticeship, declares the following to be its Selection Procedures.

I. Pledge

The program sponsor affirms that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin or sex. The sponsor will take Affirmative Action to provide Equal Opportunity in Apprenticeship, for both minorities and women and will operate the Apprenticeship program as required under Title 29 of the Code of Federal Regulations, Part 30, and in accordance with equal employment opportunities regulations of the State of California.

II. Dissemination of Information

List Available upon request.

III. Affirmative Action Program

The JAC's Affirmative Action Plan and Selection Procedures will include program specific goals and timetables if analysis indicates under utilization of minorities and/or women and will be conducted, operated and administered in conformance with the California Plan for the Equal Opportunity in Apprenticeship and by the California Code of Regulations, Title 8, Chapter 2. The Affirmative Action Plan will also be in compliance with Title 29 of the Code of Federal Regulations Part 30.

H. Applicants will be employed as follows:

1. Applicants will be rated according to the above criteria and ranked in sequential order according to person receiving the higher score being placed in the number one position on the list of eligibles.
2. Accepted applicants will be employed in sequence from the top of the list of eligibles.

I. Applicant's prior work experience in training will be evaluated by the committee at the time of indenture and appropriate credit will be given towards higher wage bracket and/or a higher apprenticeship period.

VI. Goals and Timetables

Area Covered: Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

Total Population in area was 18,297,332 as of 1990 census

Percent of Females in the Work Force (women's Goals): 21.7 %

MINORITIES

(MEN AND WOMEN)

Ethnic Group	Goals 1990 Census Population
Black, not Hispanic	7.4 %
Hispanic	30.8 %
Asian or Pacific Islander	6.0 %
Filipino	2.2 %
American Indian or Alaskan Native	0.5 %
TOTAL MINORITIES	46.9 %

VII. Records:

Records will be maintained for five years and kept at:


Laborers Southern California Joint Apprenticeship Committee
1385 W. Sierra Madre Avenue
Azusa, Ca 91702

VIII. Compliance Review:

Program Sponsor will submit an annual compliance report to the Division of Apprenticeship Standards on or before the anniversary date of the program approval.

This addendum to the Standards is submitted for approval by the Chief, Division of Apprenticeship Standards as adopted on this 10th Day of October 2002.

Signed for the Program Sponsor:

Chuck Poss, JAC **Co-Chairman** 
Signature

Mike Quevedo Jr., JAC **Co-Chairman** 
Signature

Stephanie Foster,
Apprenticeship Consultant 
Signature

The following Addendum to the Standards, being in conformity with the rules and regulations of the California Apprenticeship Council, the California Code of Regulations, and applicable Federal Regulations are hereby approved on October 10, 2002 and become effective on the date they become the Order of the Council.

Chief, Division of Apprenticeship Standards
Department of Industrial Relations
State of California

Laborers Southern California Apprenticeship Committee
4399 Santa Anita Avenue Suite 203
El Monte, CA 91731 (626) 433-2160

1999 AFFIRMATIVE ACTION PLAN

The Laborers Southern California Joint Apprenticeship Committee in accordance with the California Plan for Equal Opportunity in Apprenticeship, California Code of Regulations, Title 8. Chapter 2, Part 1, Section 215, declares the following to be its plan for equal opportunity for 1999.

1. Disseminate information to contractors and union members concerning the nature of apprenticeship, requirements for admission to apprenticeship, availability of apprenticeship opportunities, and source of apprenticeship application. (November and June)
2. Participate in workshops conducted by employment service agencies concerned with employment for the purpose of familiarizing school, employment service, and other appropriate personnel with our apprenticeship system and current opportunities therein. (As scheduled)
3. Utilize journey persons to assist in the implementation of our affirmative action program upon approval. (Throughout year)
4. Participate in Career Days at high schools to speak to youths about the apprenticeship program. To be done continuously upon their request.



Chuck Poss, JAC Co-Chairman 10/10/02
Date



Mike Quevedo Jr., JAC Co-Chairman 10/10/02
Date



Stephanie Foster, Apprenticeship Consultant 10/10/02
Date

APPRENTICESHIP COURSES:

1. Certification Courses

(8 hours each)

Each of the following courses meet the appropriate OSHA, Cal Trans, & Red Cross requirements. Certification Cards are issued after successful completion of each course.

**Required for Apprenticeship*

- Confined Space Awareness
- * First Aid /CPR
- * Forklift Safety
- * OSHA10/Environmental Hazards Highway Works Steward (40 hours)
- * Traffic Control/Flagging (G1) Welding

2. Industry Courses

(40 hours each, in 8 hour segments)

Apprentices **must complete** at least three of the following courses consisting of orientation, Plans, Specs, Industry Standards and Hands-on

- Air Tools
- Asphalt Paving
- Brick tending
- Concrete Construction
- Landscape
- Mechanical Pipe
- Pipe Laying
- Tilt-Up Construction



3. Endorsements

Apprentices **must complete** at least 2 of the following:

- Aerial/Boom Lift Safety
- Air Tools (8 hours)
- Class 'A' License
- Class 'B' License
- Scaffold Builder
- Scaffold User
- Skid Steer Safety
- Advanced Skid Steer Safety II
- Trench Plate Protection

4. Environmental Courses

Apprentices **must complete** at least 1 of the following worker courses:

- Asbestos Abatement Worker (40 hours)
- Asbestos Refresher (8 hours)
- Environmental Passport (40 hours)
- Hazardous Waste Worker (80 hours)
- Hazardous Waste Refresher (8 hours)
- Lead Abatement Worker (40 hours)
- Lead Refresher (8 Hours)