

**STANDARDS OF APPRENTICESHIP**

adopted by

**Wisconsin Electronic Security Association  
P.O. Box 28882  
Greenfield, WI 53228**

**Sponsor Number: 22956**

**FOR THE OCCUPATION OF**

**Security and Fire Alarm Systems Installer  
DOT CODE: 822361018  
O\*NET-SOC CODE: 49-2098.00**

---

Date

---

**Karen Morgan, Bureau Director  
State of Wisconsin  
Dept. of Workforce Development  
Employment and Training Division  
Bureau of Apprenticeship Standards  
P.O. Box 7972  
Madison, Wisconsin 53707**

Approved and Adopted: \_\_\_\_\_

## TABLE OF CONTENTS

Table of Contents

Forward

Definitions

|             |  |
|-------------|--|
| SECTION 1.  | Program Administration   |
| SECTION 2.  | Structure of the Unilateral Apprenticeship and Training Committee (UATC) |
| SECTION 3.  | Duties of the UATC   |
| SECTION 4.  | Responsibilities of the UATC   |
| SECTION 5.  | Equal Opportunity Pledge   |
| SECTION 6.  | Affirmative Action   |
| SECTION 7.  | Minimum Qualifications of Apprentices                                    |
| SECTION 8.  | Minimum Qualifications of Employers                                      |
| SECTION 9.  | Selection of Apprentices   |
| SECTION 10. | Applicant's Right of Appeal  |
| SECTION 11. | Apprentice Contract  |
| SECTION 12. | Ratio of Apprentices to Journey workers                                  |
| SECTION 13. | Term of Apprenticeship   |
| SECTION 14. | Probationary Period  |
| SECTION 15. | Hours/Conditions of Work   |
| SECTION 16. | Apprentice Wage Progression  |
| SECTION 17. | Credit for Previous Education and Experience                             |
| SECTION 18. | Schedule of Work Processes   |
| SECTION 19. | Related Instruction  |
| SECTION 20. | Safety and Health Training   |
| SECTION 21. | Supervision of Apprentices   |
| SECTION 22. | Apprentice Record Keeping  |
| SECTION 23. | Record Maintenance   |
| SECTION 24. | Certificate of Apprenticeship  |
| SECTION 25. | Notice to Registration Agency  |
| SECTION 26. | Registration, Cancellation and Deregistration                            |
| SECTION 27. | Cancellation of Apprentice Contract                                      |
| SECTION 28. | Complaint Procedures   |
| SECTION 29. | Appeal Process   |
| SECTION 30. | Continuity of Employment/Transfer Provision                              |
| SECTION 31. | Responsibilities of the Apprentice                                       |
| SECTION 32. | Technical Assistance   |
| SECTION 33. | Amendments and Modifications   |

Appendix A Exhibit A (Trade Information)

Appendix B Non-Discrimination Pledge

Appendix C Related Instruction

Appendix D Qualifications and Selection Procedures

## **FORWARD**

These Wisconsin Electronic Security Association Apprenticeship Standards have as their objective the training of Security and Fire Alarm Systems Installers skilled in all phases of the industry including the installation and servicing of security and fire alarms, electronic access control, closed-circuit television/video, and other low voltage systems. The Sponsor recognizes that in order to accomplish this, there must be well-developed on-the-job learning combined with related instruction.

This recognition has resulted in the development of these Standards of Apprenticeship. They were developed in accordance with the basic standards recommended by the State of Wisconsin, Department of Workforce Development, Bureau of Apprenticeship Standards, from which the sponsor can work to establish an apprenticeship training program that meets the particular needs of the area.

These standards are consistent with the Wisconsin Apprenticeship Law, Wis. Stats. Chapter 106, Wis. Admin Code DWD Chapter 295, Admin Code DWD Chapter 296, and with the Wisconsin Apprenticeship Manual.

## **DEFINITIONS**

**APPRENTICE:** Persons covered by an Apprentice Contract under Chapter 106 approved by the Wisconsin Department of Workforce Development, Bureau of Apprenticeship Standards.

**APPRENTICE CONTRACT:** The written agreement between the apprentice, the sponsor and the State setting forth the responsibilities and obligations of all parties to the Apprentice Contract with respect to the Apprentice's employment and training under these Standards. Each Apprentice Contract must be registered with the Bureau of Apprenticeship Standards.

**APPRENTICESHIP COMMITTEE:** The Wisconsin Electronic Security Association Apprenticeship Committee shall mean the unilateral apprenticeship advisory committee, whose members are nominated by the Wisconsin Electronic Security Association Board of Directors and appointed by the BAS to operate as the sponsor of the members' Security and Fire Alarm Systems Installer apprenticeship program.

**APPRENTICESHIP PROGRAM:** The time spent in the Apprentice Contract by an apprentice under Chapter 106.

**APPRENTICESHIP TRAINING REPRESENTATIVE:** The person from the Bureau of Apprenticeship Standards who registers sponsors and apprentices, does site visits, and is a liaison between the apprentice and the Bureau of Apprenticeship Standards.

**BUREAU OF APPRENTICESHIP STANDARDS INFORMATION SYSTEM (BASIS):** The State's information system which provides for the automated collection, retention, updating, retrieval and summarization of information related to apprentices and apprenticeship programs.

**CERTIFICATE OF APPRENTICESHIP:** The Certificate of Apprenticeship issued by the Bureau of Apprenticeship Standards Agency to those registered apprentices certified and documented as successfully completing the apprentice training requirements outlined in these Standards of Apprenticeship.

**DEPARTMENT:** The Department shall mean the State of Wisconsin, Department of Workforce Development, Bureau of Apprenticeship Standards (BAS) that must approve all contracts before they become effective.

**DIRECT SUPERVISION:** To assume the responsibility of an activity of an apprentice and its results by providing oversight and guidance at the site where the activity is being conducted.

**Electronic Systems Association (ESA):** A national professional trade association with the purpose of representing, promoting and enhancing the growth and professional development of the electronic life safety, security, and integrated systems industry.

**INDIRECT SUPERVISION:** To assume the responsibility of an activity of an apprentice and its results by providing quick and easy access to a journey worker or qualified individual without being present at the site where the activity is being conducted, i.e., immediate access through telephone, radio, computer or other available technology.

**JOURNEYWORKER:** An individual who has documented sufficient skills and knowledge of a trade, craft or occupation, either through formal apprenticeship or through practical on-the-job experience, and formal training. This individual is recognized as being fully qualified to perform the work of the trade, craft or occupation.

**MONTHLY TRAINING REPORT:** The apprentice's work experience record documenting the time spent on each work process verified by the assigned mentor and submitted to the JATC for review.

**NAC:** ESA Training Trust and provider of the Related Instruction Courses for the Apprenticeship Program.

**ON-THE-JOB LEARNING (OJL):** Tasks learned on the job in which the apprentice must become proficient before a completion certificate is awarded. The learning must be through structured, supervised work experience.

**PROGRAM SPONSOR:** Wisconsin Electronic Security Association is the registered sponsor and will have the full responsibility for administration and operation of the apprenticeship program.

**PROVISIONAL REGISTRATION:** Means the one (1) year initial provisional approval of newly registered programs that meet the required standards for program registration, after which program approval may be made permanent, continued as provisional, or rescinded following a review by the Bureau of Apprenticeship Standards.

**REGISTRATION AGENCY:** The Bureau of Apprenticeship Standards is the recognized State Apprenticeship Registration Agency and has responsibility for registering apprenticeship programs and apprentices; providing technical assistance; conducting reviews for compliance with Title 29, CFR parts 29 and 30, DWD 295 and DWD 296 and quality assurance assessments.

**RELATED INSTRUCTION (RI):** An organized and systematic form of instruction designed to provide the apprentice with knowledge of the theoretical and technical subjects related to his/her occupation.

**SPONSORING EMPLOYER:** The Sponsoring Employer shall mean an individual contractor or firm qualified and approved to train apprentices under these standards.

**STANDARDS OF APPRENTICESHIP:** This entire document including all appendices and attachments hereto, and any future modifications or addition approved by the Bureau of Apprenticeship Standards.

**SUPERVISOR OF APPRENTICE(S):** An individual designated by the program sponsor to supervise, mentor, or have charge and direction of an apprentice.

**UNILATERAL APPRENTICESHIP TRAINING COMMITTEE (UATC):** Wisconsin Electronic Security Association's local apprenticeship committee consisting of representatives from member employers. The committee consists of those persons designated by the program sponsor to act as an agent for them in the administration of the program. Their purpose is to oversee the training of apprentices and ensure the conditions of the Apprentice Contract are being satisfied by all parties.

**WISCONSIN ELECTRONIC SYSTEMS ASSOCIATION (WIESA):** The Wisconsin chapter of the Electronic Systems Association. professional trade association in the United States with the purpose of representing, promoting and enhancing the growth and professional development of the electronic life safety, security, and integrated systems industry

**WISCONSIN TECHNICAL COLLEGE SYSTEM:** The training institution that will provide the additional Related Instruction Courses for the Apprenticeship program. It is also known as WTCS.

### **1. Program Administration**

Wisconsin Electronic Security Association has established a Unilateral Apprenticeship Training Committee (UATC) to carry out the responsibilities and duties required of a Program Sponsor as described in these Standards of Apprenticeship. The administration of these Standards shall be the responsibility of the Committee. The sponsor is responsible for the apprentices' instruction and experience as outlined in the schedule of work processes, for the attendance at related instruction classes, and for notifying the Bureau of Apprenticeship Standards of all actions as required by the Standards.

### **2. Structure of the Apprenticeship and Training Committee (UATC)**

Members of the UATC will be selected by the WIESA Board of Directors.

Membership Requirements:

- A. Members must attend at least 75% of the meetings over the term of their appointment, unless excused by the committee for good cause. Failure to meet this attendance standard will be cause for removal from the Committee.
- B. Members must currently work at the trade, or employ skilled workers of the trade.
- C. Exceptions can be made by the Department in order to expand female and minority participation on committees.

### **3. Duties of the UATC**

Administrative Procedures:

- A. Administer the program with strict adherence to the written agreement entered into between the Local Sponsor and the NAC.
- B. The UATC shall elect a Chairperson and a Secretary, and will determine the time and place of regular meetings.
- C. The UATC will have the authority to address all questions affecting the local apprenticeship program. The Chairperson and Secretary have equal voting rights with the other UATC members.
- D. The Chairperson and Secretary of the UATC shall rotate among members of the UATC.

#### **4. Responsibilities of UATC**

- A. Ensure that employer and apprentice applications are processed in a timely manner.
- B. Implement a bias free apprentice selection procedure in conformance with DWD 295 and 296.
- C. Ensure that apprentices get the required range of work process experience and safeguard the training of apprentices on the job.
- D. Review the status and progress of every apprentice prior to the end of the twelve month probationary period and recommend appropriate action to the employer and apprentice.
- E. Review and ensure that adequate classroom and on-the-job records are kept for apprentices - all reviews should be in writing.
- F. Review and evaluate classroom and on-the-job performance on a regular basis; (at least thrice during the term of the contract in person by the committee) and before recommending completion to the Department.
- G. Recommend to the Department credit for previous experience/education in conformity with approved policy.
- H. Develop a policy that assists out-of-work apprentices find work.
- I. Advise and inform the public on potential apprenticeship opportunities.
- J. Advise the Department and technical colleges on all matters pertaining to related instruction.
- K. Respond to Department surveys and questionnaires regarding information on participating employers, apprentices, meetings held, and Affirmative Action/Equal Employment Opportunities progress.
- L. Encourage parties to a contract to bring issues before the Committee. If not resolved, provide recommendations to the Department on its resolution.
- M. Meet in conformity with state open meeting regulations.
- N. Take part in statewide trade or industry marketing and apprenticeship promotion, when appropriate.
- O. Recommend modifications in ratios to help meet area work force needs.



- P. Keep minutes and file a copy of the minutes with the Department.
- Q. Recommend completion of apprentices to the Department.
- R. Meet regularly to review records and progress of each apprentice in training and recommend improvement or modification in training schedules, schooling and other training activities. Written minutes of the meeting will be kept.
- S. Advise employers as to the proper on-the-job learning (OJL) training of the apprentice and the need to provide the necessary resources to complete the work processes.
- T. Arrange tests or evaluations for determining the apprentice's progress in manipulative skills and technical knowledge.
- U. Advise apprentices of the need for accident prevention and provide instruction with respect to safety in the workplace.
- V. Notify the Department of all new apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, completions and cancellations with explanation of causes and notice of completions of Apprentice Contracts.
- W. Supervise all provisions of the local Standards and be responsible, in general, for the successful operation of the Standards by performing the duties herein listed; by cooperating with public and private agencies which can be of assistance by obtaining publicity to develop public support of apprenticeship and by keeping in constant touch with all parties concerned (apprentices, employers and journeyworkers).
- X. Provide apprentices with a copy of the written rules and policies and have the apprentice sign an acknowledgment receipt of the same. This procedure will be followed whenever revisions or modifications are made to the rules and policies.
- Y. Approve qualified employers as apprenticeship trainers

### **5. Equal Opportunity Pledge**

The recruitment, selection, employment, and training of apprentices during their apprenticeship, will be without discrimination because of race, color, religion, national origin, sex, age, creed, handicap, marital status, ancestry, sexual orientation, arrest record, conviction, or membership in the military forces of the United States of this state. The sponsor will take affirmative action to provide equal opportunity in the apprenticeship program and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations (CFR), part 30, the Wisconsin Fair Employment Law, and all other applicable state laws.

## **6. Affirmative Action**

The sponsor shall have a written Affirmative Action Plan and Selection Procedures that is approved by the Department.

## **7. Minimum Qualifications of Apprentices**

Applicants shall meet the following minimum qualifications:

### **A. Age**

An applicant must be at least eighteen (18) years of age prior to being accepted into the apprenticeship program. All apprentice applicants must also be a citizen or legal resident of the United States.

### **B. Education**

A high school diploma or equivalency is required. Applicant must provide an official transcript(s) for high school and post high school education and training. All GED records must be submitted if applicable.

### **C. Physical**

Qualified applicants will be physically capable of performing the essential functions of the apprenticeship program, with or without a reasonable accommodation, and without posing a direct threat to the health and safety of the individual or others. Qualified applicants may be subject to a physical examination (agility and/or fitness test), or be screened for the illegal use of drugs.

### **D. Other**

As an apprentice may be required to drive company vehicles as part of the normal job duties performed by a Security and Fire Alarm Systems Installer. Qualified applicants may be subject to a driving record check.

Because of the nature of employment, a criminal background check by the employer prior to employment may also be performed. The expense of the examination, screening, or record checks shall be borne by the employer.

## **8. Minimum Qualifications of Employers**

The employer must insure that apprentices are trained in the core work processes identified for this trade and employ a full time journey worker, qualified supervisor or other individual to supervise and/or train the apprentice.

## **9. Selection of Apprentices**

Selection into the apprenticeship program will be in accordance with the selection procedures made a part of these Standards.

## **10. Applicant's Right of Appeal**

All applicants and prospective apprentices have the right of appeal to the Department on any recommendation or action taken by the Sponsor.

Correspondence contains the following or similar statement:

“Should you feel the recommendation or action taken by the Sponsor to be contrary to the local apprenticeship standards, you have the right to appeal to the Wisconsin Department of Workforce Development, Bureau of Apprenticeship Standards, PO Box 7972, Madison, Wisconsin 53707, stating the specific section of said standards or addendum to same which you feel was violated.”

## **11. Apprentice Contract**

The apprentice contract shall contain a statement making the terms and conditions of these apprenticeship standards a part of the contract. For this reason, every Apprentice applicant will be required to read these standards before signing the contract. Each apprenticeship contract will be registered with the Department.

## **12. Ratio of Apprentices to Journeyworkers**

A numeric ratio of apprentices to journeyworkers will be consistent with proper supervision, training, safety, and continuity of employment throughout the apprenticeship training. In order to assure adequate supervision and instruction of all apprentices on-the-job, the minimum ratio of apprentices to journeyworkers shall be two (2) apprentices for one (1) journey worker or qualified individual.

## **13. Term of Apprenticeship**

The term of the apprenticeship program will be four (4) years with an on-the-job learning (OJL) attainment of 7424 hours supplemented by 576 hours of Paid Related Instruction.

An apprentice, who by exceptional aptitude or as a result of past education and /or practical experience achieves the desired level of competency in a phase of the apprenticeship program in less than the time designated, may be advanced to the next phase. However, in no event shall a Certificate of Completion of Apprenticeship be issued until the apprentice has completed 8,000 hours of on-the-job learning (OJL) and demonstrated technical competency in those areas covered by the related instruction portion of this document.

## **14. Probationary Period**

The probationary period shall be the first 2080 hours but in no case shall it exceed twelve calendar months or be greater than 25% of the term of the apprenticeship.

During the probationary period either the apprentice or the sponsor may void the Apprentice Contract, without stated cause, by written notice to the Department for discontinuance of the Apprentice Contract.

After expiration of the probationary period, there must be good cause provided to the Department in writing for discontinuance of the Apprentice Contract.

### **15. Hours/Conditions of Work**

Apprentices are required to have the same hours of employment and be subject to the same conditions for overtime as the skilled workers with whom they work except that hours of work cannot interfere with attendance at related instruction or with State or Federal Regulations.

Apprentices are paid "straight time" rate for paid school hours. An employer is not required to pay overtime (time and one-half) to apprentices while receiving paid related instruction, unless such requirements are contained in an applicable collective bargaining agreement. [DWD 274.04 (6)]

### **16. Apprentice Wage Progression**

The wage progression is stated on the attached Exhibit A for each trade sponsored by the employer.

The progressively increasing schedule of wages to be paid to the apprentice must be consistent with the skill acquired. The wage progression is set forth by the sponsor and approved by Department. The entry wage shall be not less than the minimum prescribed by the Fair Labor Standards Act, 29 USC 206 or Wisconsin's minimum wage law. The wage progression is deemed adequate when, during the term of training, it averages 60% of the current skilled wage rate.

### **17. Credit for Previous Education and Experience**

Apprentices may be eligible for credit and care should be taken in evaluating credit requests to be sure that credit is properly applied.

#### **A. Apprentices with time spent under prior Apprentice Contracts:**

All credit for all time spent at the trade in an Apprentice Contract (work and school) must be given to apprentices with such experience, unless extenuating circumstances are explained in writing and the credit is not approved by the Department. This credit (unless not approved) must be applied at the beginning of the Contract. If application of the credit advances the apprentice to a higher wage, then that wage must apply.

#### **B. Credit for Previous Experience:**

The UATC may grant credit towards the term of apprenticeship to new apprentices who demonstrate previous acquisition of skills or knowledge equivalent to that which would be received under these Standards of Apprenticeship. Apprentice applicants seeking credit for previous experience gained outside the supervision of the UATC must submit the request at the

time of application and furnish such records, affidavits, etc., to substantiate the claim.

Substantiation shall consist of:

- a. Affidavit from employer(s) of an equivalent number of whole years of employment as a Protective Signal Installer or Security and Fire Alarm Systems Installer as the advanced standing being requested.
- b. Other evidence such as paystubs, W-2's, etc. that evidence same.
- c. An 80% or better score on exams provided by the UATC for the level of advance standing being requested.

An apprentice granted credit shall be advanced to the wage rate designated for the period to which such credit accrues. The Department will be advised of all credit recommendations.

### **18. Schedule of Work Processes**

During the apprenticeship the apprentice will receive such on the job learning and related instruction in all phases of the occupation necessary to develop the skill and proficiency of a skilled journey worker. The work processes schedule is outlined on the attached Exhibit A.

### **19. Related Instruction**

During each segment of training each apprentice is required to successfully participate in related instruction in subjects related to the job for a total of 576 hours. A passing grade is required on all subjects.

A minimum of 144 hours a year for Related Instruction is paid by the employer. To the extent possible, related instruction shall be closely correlated with the practical experience and training received on-the-job. The UATC shall monitor and document the apprentice's progress in related instruction.

Any apprentice who is absent from the related instruction shall satisfactorily complete all work missed before being advanced to the next period of training. In cases of failure of an apprentice to fulfill the obligations regarding related instruction without due cause, the UATC shall take appropriate disciplinary action and may recommend termination of the Apprentice Contract after due notice to the apprentice and opportunity for corrective action.

The UATC will secure competent instructors whose knowledge, experience, and ability to teach will be carefully examined and monitored by the UATC.

### **20. Safety and Health Training**

All apprentices will receive instruction in safe and healthful work practices both on-the-job and in related instruction that are in compliance with the Occupational Safety and Health Standards promulgated by the Secretary of Labor under 29 U.S.C. 651 et seq., as amended, dated December 29, 1970, and subsequent

amendments to that law, or State Standards that have been found to be at least as effective as the Federal Standards.

Certified apprenticeship and related instruction sites shall at all times provide safe equipment and facilities for on-the-job learning, adequate supervision to promote safe working conditions and safety training for apprentices. Apprentices shall be taught that accident prevention is very largely a matter of education, vigilance, and cooperation, and that they should strive at all times to conduct themselves in their work as to ensure their own safety and that of their fellow workers.

### **21. Supervision of Apprentices**

The sponsor will be responsible for the training of the apprentice on the job. Apprentices will be under the general supervision of the employer and under direct supervision of a journeyworker to whom they are assigned until trained and qualified. The supervisor of the apprentice(s) designated by the employer shall be responsible for the apprentice's work assignments ensuring the apprentice is working under the supervision of a skilled Security and Fire Alarm Systems Installer journeyworker, evaluation of work performance, and completion and submittal of progress reports to the sponsor.

All apprentices shall perform their on-the-job duties under the supervision of an experienced journeyworker. Direct supervision shall consist of, on average, at least two (2) hours of time spent daily working side by side with an experienced journeyworker learning the occupational skills in the accompanying Work Processes Schedule on the Exhibit A.

Apprentices shall be under indirect supervision for those jobs at which they have been trained and qualified. Indirect supervision is defined as having quick and easy access to a journey worker or qualified individual.

Under no circumstances shall apprentices supervise other apprentices.

### **22. Apprentice Record Keeping**

An individual record will be maintained by the sponsor and apprentice documenting status, progress and performance.

Apprentices shall be evaluated to determine their status and progress prior to the end of the probationary period and recommend any appropriate action to the UATC. Include a review of on-the-job training performance, course work, and attendance/participation of work and related instruction. This review should be in writing and discussed with the apprentice.

Thereafter, the UATC shall review and evaluate on-the-job performance on a regular basis, (at least and a minimum of two times during the term of the Apprentice Contract). A final review must be performed before recommending completion to the Department.

Apprentices will be responsible for maintaining a record of their work experience/training on-the-job and in related instruction and for having this record verified by their supervisor at the end of each week. The apprentice shall authorize an effective release of their completed related instruction records from any source to the sponsor. All data pertaining to the apprenticeship will be the property of the sponsor and will be included in each apprentice's record file maintained by the sponsor.

### **23. Maintenance of Records**

The UATC will maintain for a period of five (5) years from the date of last action, all records relating to apprentice applications (whether selected or not), the employment and training of apprentices, and any other information relevant to the operation of the program. This includes, but is not limited to, records on the recruitment, application and selection of apprentices, and records on the apprentice's job assignments, promotions, demotions, layoffs, terminations, rate of pay, or other forms of compensation, hours of work and training, evaluations, and other relevant data. The records will permit identification of minority and female (minority and non-minority) participants. These records will be made available on request to the Department.

### **24. Certificate of Apprenticeship**

Upon successful completion of the apprenticeship under these Standards, the UATC shall request the Department to issue the apprentice a Certificate of Completion of Apprenticeship. The Certificate shall be signed by the UATC and the Director of the Department of Workforce Development, State of Wisconsin.

### **25. Notice to Registration Agency**

The Department will be notified promptly of all new apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, modifications, completions, cancellations, and terminations of apprentice contracts and causes.

### **26. Registration, Cancellation and Deregistration**

These Standards will, upon adoption by the Sponsor, be submitted to the Department for approval. Such approval will be acquired before implementation of the program.

The UATC reserves the right to discontinue at any time the apprenticeship program set forth herein. The Department will be notified promptly in writing of any decision to cancel the program.

Deregistration of these Standards may be initiated by the Department for failure of the sponsor to abide by the provisions herein. Such deregistration will be in accordance with the Department's regulations and procedures. (DWD 296).

## **27. Cancellation of Apprenticeship Contract**

The Department requires that UATC maintain clear records to substantiate a recommendation for cancellation of an apprenticeship.

The UATC is required to provide a written cause for proposed termination of an apprentice. The UATC or apprentice may request cancellation of the Apprenticeship Contract after the probationary period has expired by making such requests with reasons to the Department, in writing.

The Department will consult with the UATC before taking final cancellation action.

## **28. Complaint Procedure**

The UATC shall have full authority to supervise the enforcement of these Standards under the regulation of the Department.

- A. The applicant or apprentice understands and agrees that the UATC manages the training outlined in the Standards and that the employer makes employment and termination decisions.
- B. The UATC shall hear and make recommendations to the Department to resolve all complaints and violations concerning the Apprenticeship Contract and the Apprenticeship Standards, for which written notification is received within fifteen (15) days of violations. The UATC shall make such recommendations as it deems necessary in each individual case and within thirty (30) days of receiving the written notification. Either party to the Apprenticeship Contract may consult with the Department for an interpretation of any provisions of these Standards over which differences occur.
- C. Any apprentice or applicant for the apprenticeship who believes that he/she has been discriminated against on the basis of race, color, religion, national origin, sex, age, creed, handicap, marital status, ancestry, sexual orientation, arrest record, conviction record, or membership in the military forces of the United States or this State with regard to the apprenticeship or that the equal opportunity standards with respect to his/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 Department or, at the apprentice's or applicant's election, with the private review body established by the UATC (if applicable).
- D. 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 UATC involved, and a brief description of the circumstances of the failure to apply equal opportunity standards.



- E. The complaint must be filed not later than one-hundred eighty (180) days from the date of the alleged discrimination or specified failure to follow the equal opportunity standards, and in the case of complaints filed directly with the review body designated by the UATC to review such complaints, any referral of such complaint by the complainant to the Department 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 Department for good cause shown.
- F. The UATC will provide written notice of their complaint procedure to all applicants for apprenticeship and all apprentices.

### **29. Appeal Process**

In the case of a dispute between the apprentice and the UATC with regard to an Apprentice Contract, either party may appeal to the Department in writing to adjust the matter.

The decision of the Department will be final.

### **30. Continuity of Employment**

If the assigned employer is unable to fulfill the training obligation due to lack of work or failure to conform to these Standards the UATC will make every effort to afford the apprentice an opportunity to continue employment and completion of the apprenticeship program. The UATC will provide the apprentice with a copy of his or her training record.

### **31. Transfer of Contract**

The transfer of an apprentice between apprenticeship programs and within an apprenticeship program/committee must be based on agreement between the apprentice and the affected apprenticeship committees or program sponsors and must comply with the following requirements:

- A. The transferring apprentice must be provided a transcript of related instruction and on-the-job learning by the current UATC;
- B. Transfer must be to the same occupation; and
- C. A new Apprentice Contract must be executed when the transfer occurs between apprenticeship committees or program sponsors.

### **32. Responsibilities of the Apprentice**

Apprentices, having read these Standards approved by the UATC and signed an Apprentice Contract with the UATC, agree to all the terms and conditions contained herein. Apprentices agree to abide by the UATC's rules and policies, including any amendments, serve such time, perform such manual training, and study such subjects as the UATC may deem necessary to become a Security and Fire Alarm Systems Installer.

In signing the Apprentice Contract, the apprentices assume the following responsibilities and obligations under the apprenticeship program.

- A. Perform diligently and faithfully the work of a Security and Fire Alarm Systems Installer and other pertinent duties assigned by the UATC in accordance with the provisions of these Standards.
- B. Attend and satisfactorily complete the required hours of OJL and in related instruction in subjects related to the occupation as provided under these Standards.
- C. Maintain and make available such records of work experience and training received on-the-job and in related instruction as may be required by the UATC.
- D. Develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of fellow workers.
- E. Respect the property of the employer and abide by the working rules and regulations of the employer and the UATC.
- F. Work for the employer to whom the apprentice is assigned for the completion of apprenticeship, unless reassigned to another employer or the Apprentice Contract is cancelled by Department.

#### **34. Amendments and Modifications**

These Standards may be amended or modified at any time by the UATC provided that no amendment or modification adopted shall alter any Apprentice Contract in force at the time without the consent of all parties. Such an amendment or modification shall be approved by the Department prior to being placed in effect. A copy of each amendment or modification adopted will be furnished to each apprentice to whom the amendment or modification applies.