

BULLETIN 2000 - 04**Date: December 16, 1999**

U.S. Department of Labor Employment and Training Administration Office of Apprenticeship Training, Employer and Labor Services (OATELS) Washington, D.C. 20210	<u>Distribution:</u> A-541- Headquarters A-544-All Field Techs A-547-SD+RD+SAC+: Lab. Com.	<u>Subject:</u> Grinnell Fire Protection Systems Company National Guidelines for Apprenticeship Standards <u>Code:</u> 400
Symbols: DSNIP/BLT		Action: Immediate
<p><u>PURPOSE:</u> To transmit certified Grinnell Fire Protection Systems Company's National Guidelines for Apprenticeship Standards.</p> <p><u>BACKGROUND:</u> Grinnell Fire Protection Systems approached the Bureau of Apprenticeship and Training seeking <u>standardization</u> of their Apprenticeship Standards across the nation. As a result, Grinnell Fire Protection Systems Company finalized National Guidelines for Apprenticeship Standards for the occupation of Sprinkler Fitter for its <u>striker replacement apprentices only</u> (see attached letter). They were certified by the Bureau of Apprenticeship and Training on December 16, 1999. These National Guidelines for Apprenticeship Standards are to be used for developing local apprenticeship programs registered with the Bureau of Apprenticeship and Training or State Apprenticeship Agencies. There should be very little deviation of the Apprenticeship Standards (except for wages and the journeyman rate) when they are developed locally by BAT staff. These Guideline Standards had input from all Regional Directors. State Registration Agencies may have additional requirements that must be addressed.</p> <p>Please note that the Affirmative Action Plan will require the identification of a "<u>specific outreach and recruitment</u>" steps Grinnell Fire Protection Systems Company will undertake to address their equal employment opportunity efforts. These specific efforts must be outlined on the <u>blank page</u> which is part of the Affirmative Action Plan prior to submission for registration.</p> <p>NOTE: Bureau State Directors should provide copies to their SAC customers as appropriate.</p> <p>The Bureau's National Office contact is Betty Lucero-Turner.</p> <p>Attachment</p>		

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



OCT 3 1999

William J. Osborne, Jr.
Osborne Law Offices
One Thomas Circle, NW
Suite 1150
Washington, D.C. 20005

Re: Grinnell Fire Protection Systems Applications for Apprenticeship Training Programs

Dear Mr. Osborne:

I am writing in response to the objection you submitted on behalf of Road Sprinkler Fitters Local Union 669 ("Local 669") to the registration of unilateral apprenticeship programs for Grinnell Fire Protection Systems ("Grinnell").

On May 18, 1999, the United States District Court for the District of Columbia, in accordance with the February 16, 1999 opinion of the United States Court of Appeals for the District of Columbia Circuit, in Associated Builders and Contractors v. Herman, 166 F.3d 1248 (D.C. Cir. 1999), and its subsequent April 19, 1999 order, remanded this case to the Department of Labor to address Grinnell's request for registration of new apprenticeship programs. The D.C. Circuit directed the Department to determine whether Local 669 is exercising its participation in the substantive matters of the joint apprenticeship training program, as provided by 29 C.F.R. § 29.3(h).

The Department provided both Local 669 and Grinnell the opportunity to submit comments concerning the issues on remand. Local 669 submitted comments on June 7, 1999, and June 18, 1999, and Grinnell submitted its comments on June 18, 1999. Both Local 669 and Grinnell submitted responses to each other's comments on July 2, 1999.

To date, the parties and the Department have proceeded on the assumption that the regulation at 29 C.F.R. § 29.3(h) is the controlling provision. That regulation provides that:

Under a program proposed for registration by an employer or employers' association, where the standards, collective bargaining agreement or other instrument, provides for participation by a union in any manner in the operation of the substantive matters of the apprenticeship program, and such participation is exercised, written acknowledgment of union agreement or no objection to the registration is required. Where no such participation is evidenced and practiced, the employer or employers' association shall simultaneously furnish to the union, if any, which is the collective bargaining agent of the employees to be trained, a copy of its application for registration and of the apprenticeship program.

-2-

The registration agency shall provide a reasonable time period of not less than 30 days nor more than 60 days for receipt of union comments, if any, before final action on the application for registration and/or approval.

29 C.F.R. § 29.3(h).

From the time the collective bargaining agreement expired in 1994, and throughout the subsequent litigation, the Department has operated on the assumption that pursuant to the National Labor Relations Act (NLRA), under appropriate circumstances, Grinnell's obligation to adhere to the terms and conditions of the collective bargaining agreement, and more precisely, Grinnell's obligations under section 29.3(h) with respect to the joint apprenticeship program, might be found to have continued after the expiration of the collective bargaining agreement. Recent events, however, have required us to consider this premise.

Under the current circumstances, the Department has determined that the appropriate regulatory provision governing the registration of the apprenticeship programs requested by Grinnell is 29 C.F.R. § 29.3(i), which provides:

Where the employees to be trained have no collective bargaining agent, an apprenticeship program may be proposed for registration by an employer or group of employers. (emphasis supplied)

Although Grinnell's applications for apprenticeship programs do not explicitly limit those programs to the striker replacement workers, Grinnell has stated repeatedly in its submissions to DOL that the programs are intended for the exclusive training of striker replacement apprentices. In its March 15, 1999 decision in Detroit Newspaper Agency, 326 NLRB No. 64, the National Labor Relations Board dealt directly with the question of an employer's obligations with respect to striker replacement workers during an unfair labor practice strike. That decision stated:

We decline to overrule the *Service Electric* rule to the extent that it permits an employer unilaterally to set different terms and conditions for striker replacement workers during a strike. We adhere to the Board's well-established doctrine that an employer need not bargain with a union with regard to the terms and conditions of employment for strike-replacements hired during a strike. [footnotes omitted]

Since, under Detroit Newspaper, Grinnell is under no obligation to bargain with the union over the terms of employment for these replacement workers, it would be anomalous for the Department to rely on the terms of 29 C.F.R. § 29.3(h) to deny registration to Grinnell's program on the premise that Grinnell was legally required to bargain with the union over apprenticeship terms applicable to such workers. With respect to the Grinnell strike replacement apprentices to be trained in the proposed Grinnell apprenticeship programs, it appears that Local 669 is not, at this time, the collective bargaining agent for these workers in so far as Grinnell has no duty to

-3-

bargain with the union over the terms and conditions of their employment. Since Grinnell's program is limited to these strike-replacement workers, it is unnecessary for the Department to address the issue dealt with in the Court of Appeals opinion concerning whether the Union "is participating" in the joint apprenticeship program.

Therefore, the Department has determined that, subject to Grinnell establishing appropriate apprenticeship standards, Grinnell's requests for the registration of apprenticeship programs for the training of only its striker replacement apprentices will be granted. Our approval of Grinnell's request is predicated on the facts as they exist at the present time. As noted in footnote one in Detroit Newspapers, a number of legal issues concerning the status of replacement workers remain unresolved. Therefore, subsequent events including a decision by the Court of Appeals enforcing the Board's decision in Grinnell Fire Protection Systems Company, 328 NLRB No. 76 (May 28, 1999) and/or the termination or the conclusion of the strike, may require the Department to reassess its position.

If you have any questions regarding this response, please call me at (202) 219-5921, or Gary Bernstecker of the Office of the Solicitor at (202) 219-7843, x148.

Sincerely,



ANTHONY SWOORE
Director, Bureau of Apprenticeship
and Training
Employment and Training Administration
U.S. Department of Labor

cc: Kenneth P. Forget
Secretary-Treasurer
Local 669

Michael Friedman
Grinnell Fire Protection Systems

Maurice Baskin
Venable, Baetjer, Howard & Civeletti, L.L.P.

**NATIONAL
GUIDELINES FOR
APPRENTICESHIP STANDARDS**

developed by

GRINNELL FIRE PROTECTION SYSTEMS COMPANY
National Headquarters: Houston, Texas

for the occupation of
SPRINKLER FITTER

Developed in cooperation with the
Bureau of Apprenticeship and Training
U. S. Department of Labor

APPROVED AND CERTIFIED BY THE
UNITED STATES DEPARTMENT OF LABOR
BUREAU OF APPRENTICESHIP AND TRAINING

BY: 
Anthony Swoope, Administrator
Apprenticeship Training, Employer and Labor Services

CERTIFICATION DATE: December 16, 1999

APPRENTICESHIP STANDARDS

Grinnell Fire Protection Systems Company has developed these National Guidelines for Apprenticeship Standards and had them **certified** by the Bureau of Apprenticeship and Training, U. S. Department of Labor, for use by Grinnell Fire Protection Systems Company facilities in states where the Bureau of Apprenticeship and Training is the Registration Agency.

It will be the responsibility of Grinnell Fire Protection Systems Company to work with the Registration Agency at the local level to develop local Apprenticeship Standards substantially based on these National Guideline Standards and register the Standards with the Registration Agency.

AFFIRMATIVE ACTION PLAN AND SELECTION PROCEDURES

Equal employment opportunity is required of every registered apprenticeship program. Such requirements apply to the recruitment, selection, employment and training of apprentices throughout their apprenticeship.

Those local programs with five or more apprentices, or where there is a likelihood of five or more apprentices, must have a written Affirmative Action Plan and Selection Procedure that is approved by the Registration Agency as part of the Standards of Apprenticeship.

The local Affirmative Action Plan and Selection Procedure should be substantially based as presented in the attached. Local programs should be specific regarding outreach efforts to be undertaken. These are to be identified in the Affirmative Action Plan, Section IV.

Representatives of the local Registration Agency are available to assist in finalizing the Standards of Apprenticeship, Affirmative Action Plan and Selection Procedures. Once developed, they should be submitted to the local Registration Agency for approval and registration.

GRINNELL FIRE PROTECTION SYSTEMS COMPANY:

M. L. A. B. [Signature]

Signature

October 28th, 1999

Date

President – US Operations

Title

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
	FOREWORD	1
	DEFINITION	2
I	QUALIFICATIONS FOR AND SELECTION OF APPRENTICES	2
II	EQUAL EMPLOYMENT OPPORTUNITY PLEDGE	3
III	APPRENTICESHIP AGREEMENT	3
IV	RATIO OF APPRENTICES TO JOURNEY WORKER	3
V	TERM OF APPRENTICESHIP	4
VI	PROBATIONARY PERIOD	4
VII	HOURS OF WORK	4
VIII	APPRENTICE WAGE SCHEDULE	5
IX	CREDIT FOR PREVIOUS EXPERIENCE	5
X	WORK EXPERIENCE	5
XI	RELATED INSTRUCTION	5
XII	SAFETY AND HEALTH TRAINING	6
XIII	SUPERVISION OF APPRENTICES	6
XIV	RECORDS AND PERIODIC EXAMINATION	7
XV	CONTINUITY OF EMPLOYMENT	7
XVI	MAINTENANCE OF RECORDS	8
XVII	CERTIFICATE OF COMPLETION	8
XVIII	NOTICE TO REGISTRATION AGENCY	8
XIX	CONSULTANTS	8
XX	REGISTRATION/CANCELLATION/DEREGISTRATION	8
XXI	AMENDMENTS OR MODIFICATIONS	9
XXII	ADJUSTING DIFFERENCES	9
XXIII	EEO COMPLAINT PROCEDURE	10
XXIV	OFFICIAL ADOPTION OF STANDARDS	10
	ATTACHMENTS:	
	TRADE SCHEDULE(S)/RELATED INSTRUCTION.....	14
	APPRENTICESHIP AGREEMENT (SAMPLE)	20
	AFFIRMATIVE ACTION PLAN.....	22
	QUALIFICATION/SELECTION PROCEDURES	29

FOREWORD

Experience has demonstrated that the most practical and sound method of preparing workers for employment in skilled occupations is through planned apprenticeship--a training concept which provides for employment and training under actual job conditions supervised by skilled journey workers and at wages commensurate with the apprentice's skill. In addition, the apprentice's knowledge and understanding of the occupation is enhanced through participation in approved courses of related and supplemental instruction.

Grinnell Fire Protection Systems Company recognizes this need for continuous training to maintain the high level of skill and competence demanded by this industry. Further, recognizing that the responsibility for training rests with those in industry who are the benefactors of a skilled workforce, Grinnell Fire Protection Systems Company has formulated and adopted these Apprenticeship Standards for the training of apprentices.

DEFINITIONS

APPRENTICE: Shall mean a person meeting the qualifications described in Section I of these Standards who has entered into a written Apprenticeship Agreement providing for learning and acquiring the skills of a recognized occupation under the provisions of these Standards and who is registered with the Registration Agency.

APPRENTICESHIP AGREEMENT: The written agreement shall mean the written document between the Apprentice and Grinnell Fire Protection Systems Company setting forth the responsibilities and obligations of both with respect to the Apprentice's employment and training under these Standards. Each Apprenticeship Agreement shall be registered with the Registration Agency.

COMPLETION CERTIFICATE: The Certificate of Completion issued by the Registration Agency to those registered apprentices certified and documented as successfully completing the apprentice training requirements outlined in the Standards of Apprenticeship.

PROGRAM SPONSOR: Grinnell Fire Protection Systems Company (List City and State)

REGISTRATION AGENCY: Shall mean the Bureau of Apprenticeship and Training, U.S. Department of Labor or the recognized State Apprenticeship Agency (as appropriate).

STANDARDS or STANDARDS OF APPRENTICESHIP: Shall mean this entire document, including the attached "Trade Schedule(s)" and other attachments hereto, and any future modifications or additions approved by the Registration Agency.

I. QUALIFICATIONS FOR APPRENTICESHIP - 29.5(b)(10)

Qualifications: Applicants accepted and registered as apprentices shall meet the following basic qualifications:

1. Age: Shall be at least 18 years of age.
2. Physical: Shall be physically capable of performing the essential functions of the apprenticeship program without posing a direct threat to the health or safety of the individual or others.
3. Education: Shall possess a high school diploma or GED equivalency.

II. EQUAL EMPLOYMENT OPPORTUNITY PLEDGE - (29.5(b)(20)

The recruitment, selection, employment, and training of Apprentices during their apprenticeship, shall be without discrimination because of race, color, religion, national origin, or sex. The sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29, Code of Federal Regulations, Part 30.

III. APPRENTICESHIP AGREEMENT - 29.5(b)(11)

After an applicant for apprenticeship has been selected, but before employment as an apprentice or enrollment in related instruction, the apprentice shall be covered by a written Apprenticeship Agreement signed by Grinnell Fire Protection Systems Company and the apprentice. Such Agreement shall contain a statement making the terms and conditions of these Standards a part of the Agreement, as if expressly written therein. A copy of each Agreement shall be furnished to the apprentice, to Grinnell Fire Protection Systems Company, and to the Registration Agency. The Registration Agency will be advised promptly of the execution of each Apprenticeship Agreement and will be given all the information required for registering the apprentice. (See attached Sample Apprenticeship Agreement.)

IV. RATIO OF APPRENTICES TO JOURNEYWORKERS - 29.5(b)(7)

Only that number of apprentices will be employed as can be given proper supervision and training and can be assured of reasonable opportunity for employment on the completion of the apprenticeship. Grinnell Fire Protection Systems Company worksite ratio shall be as stated on the applicable "Trade Schedule" attached to and made a part of these Standards.

V. TERM OF APPRENTICESHIP - 29.5(b)(2)

The term of apprenticeship shall be a period of reasonably continuous employment, including the probationary period, as stated on the applicable "Trade Schedule" attached to and made a part of these Standards; plus the required hours per year of related instruction. In the event the apprentices are required to work overtime, they shall receive credit on the term of apprenticeship for only the actual hours worked, although their pay may be calculated at overtime rates.

The apprentice's progress in each phase of apprenticeship may be determined on an actual hour basis. Therefore, an Apprentice who, by unusual aptitude or past education and/or practical experience, achieves the desired level in a phase of the apprenticeship in less than the time designated, may be advanced to the next phase. The determination of such advancement is the responsibility of Grinnell Fire Protection Systems Company.

VI. PROBATIONARY PERIOD - 29.5(b)(8), (b)(19)

The first 6 months (approximately 1,000 hours) of employment for the apprentice, after signing the Apprenticeship Agreement, shall be a probationary period. During this probationary period, either party may terminate the Apprenticeship Agreement without stated cause. After the probationary period, the Agreement may be cancelled for cause, with written notice to the Apprentice and after a reasonable opportunity for corrective action. Those completing the probationary period shall be given full credit for such period towards the completion of the apprenticeship.

The Registration Agency shall be advised promptly of all cancellations and terminations of Apprenticeship Agreements, whether during or after the Probationary Period.

VII. HOURS OF WORK

Apprentices will be employed under the supervision of a competent journey worker at all times, and the hours of work and other conditions shall be the same as for journey workers within Grinnell Fire Protection Systems Company's workforce doing comparable work.

VIII. APPRENTICE WAGE SCHEDULE - 29.5(b)(5)

Apprentices shall be paid a progressively increasing schedule of wages for each hour spent on the job during their apprenticeship based on the acquisition of increased skill and competence as the training progresses.

The wage schedule for each trade covered in these Standards is stated on the applicable "Trade Schedule" attached to these Standards. At no time will the starting wage rate be less than that required by any minimum wage law which may be legally applicable.

IX. CREDIT FOR PREVIOUS EXPERIENCE - 29.5(b)(12)

Grinnell Fire Protection Systems Company 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. Apprentices will be granted credit for previously acquired experience, training or skills in an equal manner. Apprentices receiving credit for previous experience will be paid the wage rate of the period to which such credit advances them.

X. WORK EXPERIENCE - 29.5(b)(3)

The apprentices shall be given work experience and training in the trade to assure them the skill and proficiency which characterize a qualified journey worker within the industry. Such on-the-job training shall be carried on under the direction and guidance of a qualified journey worker in the trade. The applicable "Trade Schedule" is attached to and forming a part of these Standards.

XI. RELATED INSTRUCTION - 29.5(b)(4)

All apprentices shall be required to attend classes in subjects related to the trade as part of their Apprenticeship Agreement. A minimum of one hundred forty-four (144) hours per year is required. These classes may be given during or outside the regular working hours, depending upon available facilities. All time spent in such classes after regular working hours shall not be considered as hours of work. If required to attend classes during the regular working hours, the apprentices shall be compensated at their regular hourly rate. If, for any reason, classroom instruction is not available, the related training may be conducted by means of correspondence or home study upon approval by the Registration Agency.

To the extent possible, related instruction shall be closely correlated with the on-the-job training.

Failure on the part of the apprentices to fulfill their obligation as to the related training studies and/or attendance, or their failure to maintain passing grades therein, shall constitute adequate

cause for cancellation of their Apprenticeship Agreement. Grinnell Fire Protection Systems Company shall monitor and document the apprentices' progress in the related instruction.

XII. SAFETY AND HEALTH TRAINING - 29.5(b)(9)

Grinnell Fire Protection Systems Company shall instruct the apprentice in safe and healthful work practices and shall ensure that the apprentice is training in facilities and other environments that are in compliance with either the Occupational Safety and Health Standards promulgated by the Secretary of Labor under Public Law 91-596, dated December 29, 1970, and subsequent amendments to the Public Law, or State Standards that have been found to be at least as effective as the Federal Standards. Safety in the use of tools and equipment and in job conduct shall be stressed in related training and on-the-job training throughout the term of apprenticeship.

Apprentices shall be provided with initial indoctrination and instruction in order to enable them to perform their work in a safe manner. Initial indoctrination shall include instruction relative to pertinent company safety requirements, reporting of accidents, and availability of first aid medical facilities.

XIII. SUPERVISION OF APPRENTICES - 29.5(b)(14)

Grinnell Fire Protection Systems Company shall designate a person who shall be known as the Supervisor of apprentices (this may be the Employer, Superintendent, Foreman or a qualified journey worker). It shall be the Supervisor's responsibility to assign the apprentices work in accordance with the predetermined schedule of work processes and to ensure the apprentice is working under the supervision of a skilled journey worker.

XIV. RECORDS AND PERIODIC EXAMINATION - 29.5(b)(6)

Each apprentice shall be responsible for maintaining a record of his/her work experience/training on the job and in related technical instruction and for having this record verified by his/her supervisor at the end of each month. This record will be included in each apprentice's record file maintained by Grinnell Fire Protection Systems Company.

Before each period of advancement, or at any other time when conditions may warrant, Grinnell Fire Protection Systems Company or an authorized representative may examine the apprentices to determine whether they have made satisfactory progress. If the apprentices' related training or work progress is found unsatisfactory, they may be permitted to continue in a probationary status, or be required to repeat a process or series of processes in which they are deficient, before advancing to the next wage classification.

Should it be found that the apprentice does not have the ability or desire to continue the training to become a qualified journey worker, the Supervisor should recommend to Grinnell Fire Protection Systems Company that the agreement be terminated after the apprentice has been given adequate assistance and opportunity for corrective action. Such a finding shall be deemed adequate cause for the cancellation of the Apprenticeship Agreement. The Registration Agency shall be notified in writing of any such cancellation.

XV. CONTINUITY OF EMPLOYMENT

Grinnell Fire Protection Systems Company intends and expects to give the apprentice continuous employment. Grinnell Fire Protection Systems Company reserves the right, however, to suspend apprentices whenever conditions of business make it necessary. If an apprentice is suspended because of lack of work, an opportunity will be given for reinstatement before any other person is employed as an apprentice.

XVI. MAINTENANCE OF RECORDS - 29.5(b)(22)

Grinnell Fire Protection Systems Company shall maintain complete records on each apprentice, covering all details of their apprenticeship, including OJT reports, attendance, and written progress in related instruction for a period of five (5) years from the date of last action.

Grinnell Fire Protection Systems Company will also maintain complete records of the selection process applied to each applicant for apprenticeship for at least five (5) years from the date of the application.

The records shall be made available upon request to the Registration Agency.

XVII. CERTIFICATE OF COMPLETION - 29.5(b)(15)

Upon satisfactory completion of the requirements of the apprenticeship as established herein, Grinnell Fire Protection Systems Company shall certify in writing the name of the completing apprentice to the Registration Agency and recommend that a Certificate of Completion of Apprenticeship be awarded to the completing apprentice.

XVIII. NOTICE TO REGISTRATION AGENCY - 29.5(b)(18)

The Registration Agency shall be notified promptly of all new apprentices registrations, credit granted, suspensions for any reason, reinstatements, extensions, cancellations, and completions.

XIX. CONSULTANTS

Advice and assistance in the successful operation of this Apprenticeship Program will be available at any time, upon request by Grinnell Fire Protection Systems Company, from representatives of the Registration Agency.

XX. REGISTRATION/CANCELLATION/DEREGISTRATION

These Standards of Apprenticeship will, upon adoption by Grinnell Fire Protection Systems Company, be promptly registered with, and copies thereof filed with, the Registration Agency.

Grinnell Fire Protection Systems Company reserves the right to discontinue at any time the Apprenticeship Program as set forth herein, including any modifications or amendments thereto. The Registration Agency shall be notified promptly of any decision to cancel the Program.

Deregistration of the Apprenticeship Program may be effected by the Registration Agency for

failure of Grinnell Fire Protection Systems Company to abide by the provisions herein. Such deregistration will be in accordance with the Registration Agency's regulations and procedures. Within fifteen (15) days of cancellation of the apprenticeship program, Grinnell Fire Protection Systems Company will notify each apprentice of the cancellation and the effect of same. This notification will conform to the requirements of Title 29, CFR Part 29.7

XXI. AMENDMENTS OR MODIFICATIONS - 29.5(b)(17)

These Standards of Apprenticeship may be amended at any time by Grinnell Fire Protection Systems Company provided that no amendment or modification adopted shall alter any Apprenticeship Agreement in force at the time of such change without the consent of the apprentice involved, and provided further that such amendment shall be submitted to the Registration Agency for approval and registration prior to being placed into effect. A copy of each amendment adopted will also be furnished to each apprentice employed by Grinnell Fire Protection Systems Company.

XXII. ADJUSTING DIFFERENCES - 29.5(b)(21)

Apprentices are encouraged to take up individual problems or grievances with their supervisor and/or the designated persons administering this program. The name and address of the appropriate authority under the program to receive, process and make disposition of complaints will be provided to all apprentices. Either Grinnell Fire Protection Systems Company or the apprentice may request advice and assistance from the Registration Agency on problems or in adjusting any differences that may arise during the term of apprenticeship.

XXIII. EEO COMPLAINT PROCEDURE - 29.5(b)(20)

Any apprentice or applicant for apprenticeship who believes that he or she has been discriminated against on the basis of race, color, religion, national origin, or sex, with regard to apprenticeship or that the equal opportunity standards with respect to his or her selection have not been followed in the operation of an apprenticeship program, may personally or through an authorized representative, file a complaint with the U.S. Department of Labor. The complaint must be filed not later than 180 days from the date of the alleged discrimination or specified failure to follow the equal opportunity standards. The 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.

Each applicant and apprentice shall be provided with the EEO complaint procedure and the names and addresses of the local, State, and Federal contacts to receive complaints.

XXIV. OFFICIAL ADOPTION OF STANDARDS

The foregoing Standards of Apprenticeship are hereby officially adopted this ____ day
of ____ 1999.

GRINNELL FIRE PROTECTION SYSTEMS COMPANY:

Signature of Authorized Representative _____ **Date**

Typed Name

Title

TRADE SCHEDULE FOR: SPRINKLER O*NET/SOC CODE: 47-2152.01 RAIS CODE: 0414S

This trade schedule supplement is attached to and a part of the Apprenticeship and Training Standards for the above identified occupation.

1. TERM OF APPRENTICESHIP (Section V)

The term of apprenticeship shall be a period of not less than 8000 hours of reasonably continuous employment and training on the job, supplemented by the required hours of related technical instruction.

2. RATIO OF APPRENTICES TO JOURNEY WORKERS (Section IV)

The ratio shall be one apprentice to each journey worker on the job site. No apprentices may be employed on a jobsite where there is no journey workers employed. Only that number of apprentices will be employed as can be given proper supervision, training, continuity of employment and provided a safe and healthful work place.

3. APPRENTICE WAGE SCHEDULE (Section VIII)

Wage increases will be granted upon the successful completion of both the on-the-job training and the related instruction. Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current journey worker wage rate, as follows:

1st period	- (1000 hrs) - <u>50%</u>	5th period - (1000 hrs) - <u>75%</u>
2nd period	- (1000 hrs) - <u>55%</u>	6th period - (1000 hrs) - <u>80%</u>
3rd period	- (1000 hrs) - <u>60%</u>	7th period - (1000 hrs) - <u>85%</u>
4th period	- (1000 hrs) - <u>70%</u>	8th period - (1000 hrs) - <u>90%</u>

Current Journey Worker Wage Rate \$_____ per hour.

4. SCHEDULE OF WORK EXPERIENCE (Section X)

(See attached Trade Schedule.)

5. SCHEDULE OF RELATED INSTRUCTION (Section XI)

(See attached Course Outline.)

SCHEDULE OF WORK EXPERIENCE (Section X)

<u>WORK PROCESSES</u>		<u>APPROX. HRS</u>
1.	Plan reading and interpretation (a) Reading Shop Drawings (b) Symbols and abbreviations (c) Familiarization with NFPA=s #13, #14, #20, and #24	750
2.	Care of tools, materials, and equipment (a) Identifying materials, grades and types of pipe, fittings, valves, hose and equipment, and sprinkler heads (b) Use and operation of trade tools (c) Maintaining and servicing of tools and equipment	800
3.	Preparation of tools, material and equipment (a) selection of pipe, fittings, hangers and devices for rough and distribution and finish work (b) loading of required materials and equipment (c) unloading of material and equipment at jobsite using safety precautions and care in not damaging materials or equipment (d) set-up and use of rigging, scaffolding and mechanical lifts and platforms	800
4.	Pipe cutting, threading, reaming and welding (a) Use of hand cutters (b) Use of dies and reamer (c) Set up and operation of power threading machine (d) Operation of power drills (e) Operation of torch and welder	1,250
5.	Installation of special piping and accessories (a) Installation of cast iron pipe (b) Installation of plastic pipe and all types of fittings (c) Installation of copper piping (d) Installation of valves, post indicators, hydrants, and backflow precentors (e) Flushing and testing	650
6.	Wet pipe Systems Company (a) Distribution of system (b) Installation of feed main and cross main, grooved, screwed and welded 1. Branch line installation on exposed Systems Company 2. Hanger types and installation 3. Branch line installation for concealed piping with drop nipples 4. Trimming of valves including Siamese connection installation 5. Set up and testing of system	1,600

7.	Dry pipe Systems Company	
	1. Distribution of system	
	2. Installation of feed main and cross main, grooved, screwed and welded	
	3. Branch line installation on exposed Systems Company	
	4. Hanger types and installation	
	5. Trimming of valves including Siamese connection installation	
	6. Set up and testing of Systems Company	
8.	Standpipe Systems Company	500
	1. Distribution of system	
	2. Pipe installation	
	3. Cabinet installation	
	4. Installation of hose, hose VA=s, nozzles & accessories	
	5. Testing procedures	
9.	Special hazard installation	200
	1. Installation of deluge Systems Company	
	2. Installation of pre-action Systems Company	
	3. Installation of halon Systems Company	
	4. Installation of cardox Systems Company	
	5. Installation of fire extinguishers	
10.	Installation of fire pumps and accessories	350
	1. Setting of fire pumps and jockey pumps	
	2. Alignment of fire pump and driver	
	3. Trimming of fire pump, jockey pump and controllers	
	4. Start up and testing of fire pumps and equipment	
11.	Maintenance and repairs	600
	(a) Fabrication and installation of pipe on job site	
	(2) Care in cutting and patching walls and ceilings	
	(3) Repair and replacement of system components	
	(4) Restoring system to service	
	(5) Notifying owner, fire department, insurance company of impairment of system	
12.	TOTAL HOURS	8000

5.

SCHEDULE OF RELATED INSTRUCTION (Section XI)

NATIONAL CENTER FOR CONSTRUCTION EDUCATION AND RESEARCH
WHEELS OF LEARNING
RELATED INSTRUCTION CURRICULUM
SPRINKLER FITTER

Related Instruction will be conducted either through classroom or correspondence, but the National Center for Construction Education and Research Curriculum will be utilized.

1st Year	Approx. Hrs.
Basic Safety Provides comprehensive overview of safety rules and precautions for working on construction job sites	15
Basic Math Provides refresher practice in addition, subtraction, multiplication, and division of whole, decimal, and fractional numbers	15
Introduction to Hand Tools Covers the selection, inspection, use and maintenance of common hand tools	10
Introduction to Power Tools Covers the selection, inspection, use and maintenance of common power tools	5
Introduction to Blueprints Covers the basic components of blueprints, including title blocks, lines, symbols, and revision symbols	7.5
Basic Rigging	20
Introduction to Trade Explains importance of having goals and maintaining good working relationships on the job. Introduces workplace safety, material handling, and common tools	6
Hangers, Supports, Restraints and Guides Describes types of pipe hangers, supports, restraints, and guides found at the job site and shows apprentices how to determine their field placement. Hanger installation and earthquake bracing are also covered.	12
Threaded Steel Pipe Identifies various materials used in threading piping systems, and explains the types of uses of various screwed fittings. Covers steps for threading steel pipe and determining lengths.	15
Flanged, Grooved, and Plain End Fittings Identifies and describes flanged, grooved, and plain-end fittings, and explains how to groove pipe and install fittings. Covers procedures for determining correct pipe	15

lengths.

Plastic Pipe	9
Provides the size classifications, fitting and joining methods, and handling and storage requirements of CPVC and polybutylene. Tools used to assemble CPVC and polybutylene systems as well as hanger requirements are covered.	
Copper Tube Systems	9
Identifies the types of copper tube and fittings approved for use in fire sprinkler fittings approved for use in fire sprinkler systems. Explains how to solder and braze joints, and describes support spacing requirements.	
Underground Pipe	12
Discusses properties and classifications of soils, sloping requirements, excavation support systems, and backfilling requirements. Provides the size classifications, fittings, joining methods, and handling and storage requirements of underground pipe.	
<u>First Year Total</u>	150.5

<u>2nd Year</u>	<u>Approx. Hours</u>
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Introduction to Sprinklers	9
Introduces various types of sprinklers used in fire protection industry. Identifies and explains fusing elements, sprinkler orientation, spray patterns, and finishes of various sprinklers.	
Standard Sprinklers	21
Identifies and explains standard sprinklers and differences in water distribution patterns between sprinkler spray upright and sprinkler spray pendent sprinklers. Location, area of coverage, spacing, and positioning requirements for standard sprinklers are also covered.	
Special Sprinklers and Nozzles	24
Introduces special sprinklers and nozzles, and their limitations. Addresses area of coverage, positioning, and obstruction requirements for special sprinklers and nozzles. Electrical safety with nozzles is also discussed	
General Purposes Valves	15
Covers the various types of valves used in the sprinkler industry and their applications. Explains the function, use, and operation of various types of valves used in sprinkler system installations. Offers practice in maintaining and installing valves.	
Wet Fire Sprinkler Systems	36
Explains the purpose, function, and operation of components used in wet fire sprinkler systems. Simplified and/or nonstandard risers and trim, flow switches and pressure switches, fire department connections, hose stations, inspector's test connections and auxiliary drains are also covered.	

Dry-Pipe Systems	45
Explains the purpose, function, and operation of components used in dry-pipe systems. Differential dry-pipe valves and their requirements are discussed and apprentices are taught how to calculate system volume and capacity. Air and nitrogen supplies for dry-pipe systems and air pressure precautions are also covered	
<u>2nd Year Total</u>	150
3rd Year	Approx. Hrs.
General Trade Math	33
Math used to perform sprinkler system design, layout, and installation. Describes the use of English, Metric, and SI systems of measurement, and identifies the similarities and differences in the units of measurement.	
Construction and Plans	33
Describes the types of construction and plans used for the installation of sprinkler systems. Special attention is given to types of drawings, sprinkler system symbols, sprinkler system layout, and building codes and standards that must be followed.	
Water Supplies	15
Identifies the chemical and physical properties of water and covers the different water supplies available for automatic sprinkler systems. Describes the types of tanks, water main configurations, flow test procedures, system meters, fire department connections, and split pit requirements.	
Standpipes	24
Identifies and explains wet and dry standpipes, describes standpipe sizing, classification and building codes, and reviews standards that must be followed for installation. Fire department connections, sleeves, bracing, and fire stopping are also explained.	
Preaction/Deluge Systems	39
Covers different types of preaction/deluge systems. Special attention is given to deluge valves, auxiliary detection systems, release systems, and hydraulic and pneumatic activation. Installation and troubleshooting techniques are also discussed.	
3rd Year Total	144

4th Year	Approx. Hrs.
Fire Pumps Identifies and explains various fire pump systems, pumps and drivers, controllers, and sensing line. Describes supervision and project requirement checklists. Testing, maintenance, and troubleshooting are discussed as well as inspection and maintenance in existing pump rooms and frequently encountered problems.	36
Special Extinguishing Systems Identifies and explains exposure systems, water spray systems, foam systems, carbon dioxide systems, Halon systems, auxiliary and local alarm systems. Limited water systems, fire extinguishers and water mist suppression systems are also covered.	42
System Design Identifies and explains basic hydraulic concepts and selection of hydraulic design methods. System configuration, design criteria, discharge characteristics, and types of pressure loss are explained. Performing fire sprinkler hydraulic calculations is covered.	36
Inspection and Maintenance Identifies and explains inspection and maintenance of wet pipe systems, dry pipe systems, preaction/deluge systems, and special systems.	15
Foremanship Introduces apprentice to foremanship and covers responsibilities, leadership, and safety. Also explains project documentation and reports related to materials tracking and labor tracking.	15
<u>4th Year Total</u>	144
TOTAL RELATED INSTRUCTION HOURS	588.5

SAMPLE

APPRENTICESHIP AGREEMENT

(Please Attach)

Apprenticeship Agreement
Bureau of Apprenticeship and Training

U.S. Department of Labor
Employment and Training Administration

ETIN 2000-04



Warning: This agreement does not constitute a certification under Title 29, CFR, Part 5 for the employment of the apprentice on Federally financed or assisted construction projects. Current certifications must be obtained from the Bureau of Apprenticeship and Training or the recognized State Apprenticeship Agency shown below. (Item 22)

OMB No. 1205-0223
Expires: 11/30/99

Privacy Act Statement: The information requested herein is used for apprenticeship program statistical purposes and will only be disclosed in accordance with the provisions of the Privacy Act, as amended. (Privacy Act of 1974) (P.L. 93-579).

The program sponsor and apprentice agree to the terms of Apprenticeship Standards incorporated as part of this Agreement. The sponsor will not discriminate in the selection and training of the apprentice in accordance with the Equal Opportunity Standards in Title 29 CFR Part 30.3, and Executive Order 11246. This agreement may be terminated by either of the parties, citing cause(s), with notification to the registration agency, in compliance with Title 29, CFR, Part 29.6.

Part A: To be completed by sponsor

1. Sponsor (Name and address) Program No. _____

2a. Trade (The work processes listed in the standards are part of this agreement) _____

2b. DOT symbol _____ 3. Term (Hrs., Mos., Yrs.) _____ 4. Probationary period (Hrs., Mos., Yrs.) _____

5. Credit for previous experience (Hrs., Mos., Yrs.) _____ 6. Term remaining (Hrs., Mos., Yrs.) _____ 7. Date apprenticeship begins (Indenture date) _____

8. Related instruction a. Number of hours per year _____ b. Method Classroom Shop Correspondence c. Source Voc. Ed. Sponsor Other d. Apprentice wages for related instruction Will be paid Will not be paid

9. Apprenticeship wages: The apprentice schedule of pay shall be listed for each advancement period.

	Period 1	2	3	4	5	6	7	8	9	10
a. Term (Hrs., Mos., Yrs.)										
b. Percent										

c. Journeyperson's Wage as of _____ is _____ per hour.

10a. Signature of committee (If applicable) _____ Date Signed _____

10b. Signature of committee (If applicable) _____ Date Signed _____

11. Signature of authorized representative (Employer/Sponsor) _____ Date Signed _____

12. Name and address of sponsor designee to receive complaints (if applicable) _____

Part B: To be completed by apprentice. Note to Sponsor: Part B should only be filled out by apprentice.

13. Name (Last, first, middle), and address (No., Street, City, County, State, Zip Code) _____ *Social Security number _____

14. Date of birth (Mo., Day, Yr.) _____ 15. Sex (X one) Male Female 16. Apprenticeship school linkage Yes No

17. a. Race (X one) Am. Indian or Alaska Native Asian or Pacific Islander Black White b. Ethnic Group (X one) Hispanic origin Not of Hispanic origin

18. Veteran Status Vietnam era veteran (8/15/64 to 5/7/75) Other veteran C # _____ Non Veteran

19. Highest education level (X one) 8th grade or less 9th to 12th grade GED High School Graduate

20. Signature of apprentice _____ Date _____ 21. Signature of parent/guardian (if minor) _____ Date _____

Part C: To be completed by registration agency

22. Registration agency and address _____ 23. Signature (Registration agency) _____ 24. Date registered _____

* The submission of your social security number is voluntary. Failure to disclose your social security number on this form will not affect your right to be registered as an apprentice.

AFFIRMATIVE ACTION PLAN

ADOPTED BY

GRINNELL FIRE PROTECTION SYSTEMS COMPANY
(Location: _____)

**AS REQUIRED UNDER TITLE 29, CODE OF FEDERAL REGULATIONS, PART 30
AMENDED MAY 12, 1978**

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

**APPROVED BY _____
REGISTRATION AGENCY**

DATE APPROVED: _____

SECTION I - INTRODUCTION

Grinnell Fire Protection Systems Company enters this Plan with good faith for the purpose of promoting equality of opportunity into its registered apprenticeship program. Grinnell Fire Protection Systems Company seeks to increase the recruitment of qualified women and minorities for possible selection into the apprenticeship program in the event females and/or minorities are underutilized in the apprenticeship program. Grinnell Fire Protection Systems hereby adopts the following nondiscriminatory pledge and Affirmative Action Plan.

This Plan is a supplement to the Apprenticeship Standards. Any changes made by the Program Sponsor shall become part of this written Plan, once approved by the Bureau of Apprenticeship and Training, U. S. Department of Labor.

SECTION II - EQUAL OPPORTUNITY PLEDGE

Grinnell Fire Protection Systems Company commits to the following Equal Opportunity Pledge:

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 and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, Part 30.3

SECTION III - UTILIZATION AND ANALYSIS, GOALS AND TIMETABLES

In order to allow positive recruitment and full utilization of minorities and women in the apprenticeship program, Grinnell Fire Protection Systems Company pledges to identify outreach efforts under Section IV which will be undertaken. The purpose of the analysis is to determine the minority and women's labor force in Grinnell Fire Protection Systems Company's labor market area. Once the labor force is determined, Grinnell Fire Protection Systems Company can determine if deficiencies exist in terms of underutilization of minorities and/or women in the occupations registered with the Registration Agency.

(1) Labor Market Area: _____

(2) Statistical Labor Force Analysis for Labor Market Area

Total Work Force: _____"
 Minorities in Work Force: _____"
 Work Force Population Percentage of Minorities: _____"
 Women in Work Force: _____"
 Work Force Population Percentage of Women: _____"

" (See the Standard Metropolitan Statistical Analysis (SMSA) for current figures)

(3) Sponsor's Statistical Data

Total Number of Journeyworkers employed by sponsor is _____.
 Total percentage of minority and women Journeyworkers employed by sponsor are ____ and ____.
 Total Number of women Journeyworkers in the sponsor=s labor market area is _____
 or _____%.
 Total Number of Minority Journeyworkers in the sponsor=s labor market area is _____ or _____%.

Total Number of Apprentices in Apprenticeship Program is _____.
 Total Number of Minority Apprentices is _____ or _____ %.
 Total Number of Women Apprentices is _____ or _____ %.

Total Number of Journey Workers and Apprentices is _____.
 Total Number of Minority Journey Workers + Minority Apprentices = _____ or _____ % of total.
 Total Number of Women Journey Workers + Women Apprentices = _____ or _____ % of total.

(4) General Availability of Minorities With Present or Potential Capacity for Apprenticeship in the Labor Market Area: _____ %.
 General Availability of Women With Present or Potential Capacity for Apprenticeship in the Labor Market Area: _____ %.

(5) Determination of Underutilization
 Minority Underutilization _____ Yes _____ No
 Women Underutilization _____ Yes _____ No

(6) The goal shall be to select a number of minority applicants equal to _____ percent” and to select a number of women applicants equal to _____ percent “(of the total number selected during each calendar year. These percentages are based on the current women and minority workforce population residing within the standard metropolitan statistical area.)

SECTION IV - OUTREACH AND POSITIVE RECRUITMENT

Grinnell Fire Protection Systems Company’s affirmative action plan includes the following “checked” outreach and positive recruitment efforts that would reasonably be expected to increase minority and women’s participation in apprenticeship by expanding the opportunity of minorities and women to become eligible for apprenticeship selection. **Once those efforts have been checked, Grinnell Fire Protection Systems shall set forth the specific steps they intend to take under each identified effort.** Grinnell Fire Protection will identify a **significant number of activities** in order to enable it to meet its obligation under Title 29, CFR Part 30.4(c).

- A. An announcement of apprenticeship openings must be disseminated thirty (30) days in advance of the earliest date for application at each interval to the following agencies/organizations:
- Registration Agency
 - Women’s Organizations/Centers
 - Local Schools
 - S Employment Service Centers
 - One Stop Centers
 - Vocational Education Schools
 - Other Organizations/Centers (which can effectively reach minorities and women)
 - Newspapers (which are circulated in the minority community and among women)

The announcement shall include the nature of the apprenticeship, requirements for admission to apprenticeship, availability of apprenticeship opportunities, sources of apprenticeship applications, and Grinnell=s equal opportunity policy. Applications will be taken for no less than a two (2) week period.

- B. Participation in annual workshops conducted by employment service agencies for the purpose of familiarizing school, employment service and other appropriate personnel with the apprenticeship program and current opportunities.
- C. Cooperation with local school boards and vocational educational systems to develop programs for preparing students to meet the standards and criteria required to qualify for entry into the apprenticeship program.
- D. Internal communication of Grinnell Fire Protection System Company=s equal opportunity policy should be conducted in such a manner to foster understanding, acceptance, and support among the sponsor=s various officers, supervisors, employees, and members and to encourage such persons to take the necessary action to aid Grinnell Fire Protection Systems in meetings its obligation under Title 29, CFR Part 30.
- E. Engaging in programs such as outreach for the positive recruitment and preparation of potential applicants for apprenticeships; where appropriate and feasible, such programs shall provide for pretesting experience and training. In initiating and conducting these programs, Grinnell Fire Protection Systems may be required to work with other sponsors and appropriate community organizations. Grinnell Fire Protection Systems shall also initiate programs to prepare women and encourage women to enter traditionally male programs.
- F. Encouraging the establishment and utilization of programs of pre-apprenticeship, preparatory trade training, or others designed to afford related work experience or prepare candidates for apprenticeship; Grinnell Fire Protection Systems shall make appropriate provisions in its affirmative action plan to assure that those who complete such programs are afforded full and equal opportunity for admission into the apprenticeship program.
- G. Utilizing journey persons to assist in the implementation of affirmative action in the apprenticeship program.
- H. Granting advance standing or credit on the basis of previously acquired experience, training, skills, or aptitude for all applicants equally.

- I. □ Other appropriate action to ensure 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 (e.g., general publication of apprenticeship opportunities and advantages in advertisements, industry reports, articles, etc.; use of present minority and female apprentices and journey workers as recruiters; career counseling; development of reasonable procedures to ensure employment opportunity, including reporting systems, on-site reviews, briefing sessions)

(Identify Action :)

SECTION V - ANNUAL REVIEW OF AFFIRMATIVE ACTION PLAN

Grinnell Fire Protection Systems will make an annual review of its current Affirmative Action Plan and its overall effectiveness and institute any revisions or modifications warranted. The review shall analyze (independently and collectively) the affirmative action steps taken by Grinnell for evaluating the positive impact, as well as the adverse impact in the areas of Outreach and Recruitment, Selection, Employment, and Training. They will work diligently to identify the cause and affect that result from their affirmative action measures. Grinnell Fire Protection Systems will continually monitor these processes in order to identify the need for a new affirmative action effort and/or deletion of ineffective existing activity (ies). All changes to the Affirmative Action Plan must be submitted to the Registration Agency for registration. Grinnell Fire Protection Systems will continually monitor the participation rates of minorities and women in the apprenticeship program in an effort to identify any type of underutilization. If underutilization exists, corrective action will be immediately implemented.

The goals and timetables also will be reviewed annually and updated where necessary.

SECTION VI - OFFICIAL ADOPTION

This Affirmative Action Plan is officially adopted by Grinnell Fire Protection Systems Company:

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(PRINTED NAME)

(TITLE)

(DATE)

SECTION I - MINIMUM QUALIFICATIONS

Applicants accepted and registered as apprentices must meet the following minimum qualifications:

- **Age:** Shall be at least 18 years of age
- **Education:** A high school diploma or GED equivalency is required.
- **Physical:** Shall be physically capable of performing the essential functions of the apprenticeship program without posing a direct threat to the health or safety of the individual or others.

SECTION II - APPLICATION PROCEDURES

- A. All persons requesting an application shall have one made available upon signing the applicant log.
- B. All applications shall be identical in form and requirements. The application form shall be numbered in sequence corresponding with the number appearing on the applicant log so that all applications can be accounted for. Columns will be provided on the applicant log to show race/ethnic and sex identification and the progress by dates and final disposition of each application.
- C. Before completing the application, each applicant will be required to review the Apprenticeship Standards and will be provided information about the program. If the applicant has any additional questions on the qualifications or needs additional information to complete the application, it will be provided by Grinnell Fire Protection Systems Company.
- D. Receipt of the properly completed application form, along with required supporting documents (proof of age – driver's license, birth certificate or other acceptable documentation; copy of high school diploma, GED Certificate or other acceptable documentation) will constitute the completed application.
- E. Completed applications will be checked for minimum qualification. Applicants deficient in one or more qualifications or requirements or making false statements on their application will be notified in writing of their disqualification. The applicant will also be notified of the appeals right available to them. No further processing of the application will be taken.
- F. Applicants meeting the minimum qualifications and submitting the required documents will be notified where and when to appear for the interview.

SECTION III - SELECTION PROCEDURES

- A. The Program Sponsor shall schedule the interview and evaluation session. All applicants who have met the basic qualifications and have submitted the required documents must be notified of the date, time, and place to appear.
- B. The interviewer(s) will rate each applicant during the interview on each of the factors on the Applicant Rating Form taking into account the information on the application, required documents, if applicable, and the judgment derived from the interview.

- C. After completing the interview and evaluation of the applicants, the individual rating scores of the interviewer(s) will be added together and averaged to determine the applicant's final rating.
- D. Applicants will be placed on a "Ranking List" according to their scores at the evaluation session, with the applicant having the highest score being at the top of the list, and all applicants then listed in descending order based on score.
- E. As openings for the registration of new apprentices occur, the highest ranked applicant will be notified of selection by telephone. It shall be the responsibility of the applicant to keep the Program Sponsor informed of their current mailing address and phone number.
- F. Selected applicants must respond to the notice of selection within forty-eight (48) hours of notice. If applicants cannot be reached by telephone, their names will be passed and notice sent to their address by "Certified Mail-Return Receipt Requested", to determine if the applicants are still interested. If no response is received in fifteen (15) working days from the written notice, the applicants name will be removed from the list. Only one certified notice will be mailed.
- G. Qualified applicants remaining on a preceding ranking list will automatically be carried forward on the new ranking list and slotted in wherever their rating score placed them for a period of two (2) years, unless the applicant has been removed from the list by their own written request or following failure to respond to an apprentice opening. Applicants who were not placed during the two (2) year period they were on the ranking list will be required to reapply.
- H. During the two-year period, applicants who feel that their qualifications have improved since their original rating may submit documented evidence of such additional experience or training and request reevaluation and rating at the next regular processing cycle.

SECTION IV - COMPLAINT PROCEDURE

Any apprentice or applicant for apprenticeship who believes that he or she has been discriminated against on the basis of race, color, religion, national origin, or sex, with regard to apprenticeship or that the equal opportunity standards with respect to his or her selection have not been followed in the operation of an apprenticeship program, may personally or through an authorized representative, file a complaint with the U. S. Department of Labor or, at the apprentice or applicant's election, with the private review body established by the program sponsor (if applicable).

The complaint shall be in writing and shall be signed by the complainant. It must include the name, address, and telephone number of the person allegedly discriminated against, the program sponsor involved, and a brief description of the circumstances of the failure to apply equal opportunity standards.

The complaint must be filed not later than 180 days from the date of the alleged discrimination or specified failure to follow the equal opportunity standards, and, in the case of complaints filed directly with the review bodies designated by the program sponsor to review such complaints, any referral of such complaint by the complainant to the Department must occur within the time limitation stated above or 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. Complaints of sexual harassment in the workplace may be filed and processed under Title 29, CFR Part 30, and the procedures as set forth above. Grinnell Fire Protection Systems Company will provide written notice of their complaint procedure to all applicants for apprenticeship and all apprentices.

SECTION V - MAINTENANCE OF RECORDS

Grinnell Fire Protection Systems will keep adequate records including a summary of the qualifications of each applicant, the basis for evaluation and for selection or rejection of each applicant, the records pertaining to interviews of applicants, the original application for each applicant, information relative to the operation of the apprenticeship program, including but not limited to job assignment, promotion, demotion, layoff, or termination, rates of pay or other forms of compensation or conditions of work, hours including hours of work and, separately, hours of training provided, and any other records pertinent to a determination of compliance with these regulations, as may be required by the Department. The records pertaining to individual applicants, selected or rejected, shall be maintained in such manner as to permit the identification of minority and female (minority and non-minority) participants.

In addition to the above requirements, adequate records shall include a brief summary of each interview and the conclusions on each of the specific factors, e.g., motivation, ambition, and willingness to accept direction which are part of the total judgment. Records shall be maintained for 5 years and made available upon request to the Department of Labor or other authorized representative.

SECTION VI - OFFICIAL ADOPTION OF SELECTION PROCEDURES

The foregoing Selection Procedures are hereby officially adopted by Grinnell Fire Protection Systems Company:

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

Printed/Typed Name

Title