

# **Agricultural & Specialty Equipment Repair Technician Apprenticeship and Employer Partners**

## **Policies and Procedures**

### **Table of Contents**

|  |           |
|--|-----------|
| <b>Affirmative Action.....</b>                             | <b>2</b>  |
| <b>General Requirements.....</b>                           | <b>2</b>  |
| <b>Employer Duties and Responsibilities.....</b>           | <b>4</b>  |
| <b>Selection Procedures.....</b>                           | <b>6</b>  |
| <b>Apprentice Duties and Responsibilities.....</b>         | <b>8</b>  |
| <b>Attendance Requirements – Related Instruction.....</b>  | <b>10</b> |
| <b>Work Attendance and Punctuality Requirements.....</b>   | <b>10</b> |
| <b>Scholastic Requirements.....</b>                        | <b>10</b> |
| <b>College Certificate or Equivalent Requirements.....</b> | <b>12</b> |
| <b>Monthly Activity Reporting Cards.....</b>               | <b>13</b> |
| <b>Schedule of Wages.....</b>                              | <b>13</b> |
| <b>Signed Statement of Understanding .....</b>             | <b>15</b> |

## **Affirmative Action**

The Agricultural and Specialty Equipment Repair Technician Apprenticeship Committees, composed of local industry, have joined together to promote apprenticeship within their area. This Committee shall assume the obligation, duty, and responsibility of the prompt achievement of full and equal opportunity in apprenticeship. To this extent, the Committee shall recommend such steps and actions as are feasible and proper to achieve an improvement and an increase in the number of minority apprentices employed in the occupations listed in the standards. The Coordinator shall participate in workshops with school advisory boards, employment services, outreach programs, and other agencies for the purpose of familiarizing them with the current opportunities in the apprenticeship program.

The sponsors subscribe to the principle of equal employment opportunity. Accordingly, the Employer shall not discriminate, nor cause, nor attempt to cause the other to discriminate against any individual with respect to such individual's compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, gender, national origin, ancestry, physical handicap, or age in accordance with Federal and State laws.

State and Federal laws give employees the right to work in an environment that is free from all forms of unlawful discrimination, including sexual harassment. Sexual harassment is a form of sex discrimination that is prohibited by Title VII of the Civil Rights Act of 1964 and the California Government Code Section 12940.

## **General Requirements**

### **Purpose and Policy**

The Satellite Committee (A-SERT Committee) declares it to be its purpose and policy to establish an organized, planned system of apprenticeship conducted as an industry undertaking. These policies and procedures have been adopted and agreed upon under the latest edition of the Shelley-Maloney Apprentice Labor Standards Act to govern the employment and training of apprentices within the agricultural and specialty equipment repair trades.

Therefore:

The A-SERT Committee is authorized to administer and enforce these Apprenticeship Policies and Procedures. It may make use of any person or persons in such administration and enforcement or in the execution of its duties, responsibilities, and functions.

1. To adapt changes when necessary to these policies and procedures subject to the approval of the parties hereto.
2. It is the basic policy of the A-SERT Committee that in any matters not covered in these policies and procedures, the interests of the apprenticeship program will be of primary consideration.
3. The A-SERT Committee is authorized to adopt such Policies and Procedures as are necessary for the purpose of an effective training program providing, however, that such rules and regulations do not conflict with the Apprenticeship Office of the U.S. Department of Labor
4. The A-SERT Committee is authorized to register each apprentice.
5. The A-SERT Committee is authorized to enforce these Policies and Procedures, including the power to suspend an apprentice's employment for a fixed period not to exceed one period for failure to fulfill the obligations on the job, in related instruction, or for good and sufficient reasons to take steps in recommending that the Apprentice Agreement be canceled.
6. The A-SERT Committee is authorized to review the training facilities and educational materials provided to apprentices and take appropriate action with the community college or school district to maintain an adequate training program.
7. The A-SERT Committee or employer is authorized to terminate Apprentice Agreements, of their own volition, during the probationary period of 120 calendar days of employment or at the request in writing of either party or the Apprenticeship Coordinator. After such probationary period, Apprentice Agreements may be recommended for cancellation by mutual agreement of all the parties thereto for good and sufficient reason.
8. The A-SERT Committee is authorized to see that there is provided, insofar as possible, continuous employment to all apprentices as well as the required diversified training in all the job processes of the industry, and to that end, to transfer apprentices from one employer to another.

9. It is required by the A-SERT Committee that an apprentice complete a minimum of two years in the apprenticeship program. If an employer wishes to grant more than two years (24 up to 42 months) credit to an apprentice upon registration, the employer and the apprentice may appeal to the A-SERT Committee and submit documentation verifying the apprentice's past related work experience and completion of related training classes from an academic institution (approved by the A-SERT Committee) to qualify for additional credit.
10. The A-SERT Committee shall participate with local school advisory Committees within the A-SERT Committee's jurisdiction.
11. Apprentices who have been advanced by their employers to journey person without the recommendation of the A-SERT Committee or for more than one period (12-1/2% maximum 1000hr) of the remaining qualified period of training shall not be eligible for recommendation from the A-SERT Committee to receive a trade certificate without receiving prior approval of the A-SERT Committee.
12. Any apprentice who has been out of work without employment for a period of three (3) months or more is to have his/her Apprentice Agreement recommended for cancellation by the A-SERT Committee. The apprentice may petition the A-SERT Committee to continue attending school and be classified as a "hold" status by the A-SERT Committee.
13. Those apprentices who have been dropped by the A-SERT Committee due to being out of work shall be required to meet all existing rules and regulations of the selection procedures for reclassification as an apprentice applicant.

### **Employer Duties and Responsibilities**

The Employers participating in the Agricultural & Specialty Equipment Repair Technician Apprenticeship acknowledge that this program is a joint industry enterprise, and each accepts the following responsibilities:

1. To see that all apprentices are employed, registered, and trained in accordance with the provisions of these policies and procedures.
2. To see that each apprentice is provided with continuous employment as is reasonably possible.

3. To see that each apprentice under their supervision receives full on-the-job training as defined in the apprenticeship standards for their job classification. Insofar as practical, they shall follow the work schedule recorded in the apprenticeship standards.
4. To see that apprentices are assigned to work so that they can obtain diversified experiences and training in all phases of the trade on the job. Insofar as practical, attempt to marry on-the-job training with class work taken by the apprentice.
5. To see that apprentices work with and under the direction of qualified journeyman who will devote the necessary time and interest to the apprentice's training.
6. To see that a record of each apprentice's monthly progress is maintained (workhands), and that the Monthly Activity Report Card is signed and forwarded to the A-SERT Committee in a timely manner as required.
7. To comply with the rules, regulations, and decisions of the A-SERT Committee and cooperate with the A-SERT Committee in the Apprenticeship Training Program
8. To immediately report to the A-SERT Committee either outstanding or substandard effort on the part of any apprentice in their employ.
9. To adhere to the apprentice wage scale shown in the subscription agreement. Nothing prevents an employer from paying above scale. However, in accordance with Federal regulations, the apprentice may not be paid more than one cent under journeyman scale while remaining in the apprenticeship program.
10. To provide the necessary health and safety training for each apprentice prior to the apprentice's use of any equipment or performance of any job operation.
11. It is the policy of the A-SERT Committee that employers will facilitate apprentice's attendance at RSI classes and shall not penalize apprentices for attending classes.
12. To apply to the A-SERT Committee for approval to train apprentices.

### **Lay-offs or Discharge**

The employer shall notify the A-SERT Committee of lay-offs or discharge within two business days.

### **Disciplinary Action or Discharge**

The employer reserves the right to discipline or discharge an apprentice employee for just and legal cause as defined by the subscription agreement.

The authority vested in the A-SERT Committee to adjust or determine all disputes and complaints having to do with these policies and procedures, apprenticeship agreements, and the employment and training of apprentices is subject to the appeal procedures.

Any decision of the A-SERT Committee made under these provisions shall be final and binding on all parties' subject to a further determination by the Administrator of Apprenticeship. All controversies or differences concerning apprentice agreements, which cannot be adjusted locally by the A-SERT Committee or otherwise, shall be submitted to the Administrator of Apprenticeship for final determination .

### **Changes in Subscription Agreement**

Whenever changes are made in the Subscription Agreement that alters the wages, hours, or occupation working conditions, such changes shall be made a part of these policies and procedures and any apprentice agreements hereunder. The A-SERT Committee has the right to approve or disapprove such changes under the direction of the U. S. Department of Labor Office of Apprenticeship.

### **Ratio of Apprentices to Journeymen**

1. A qualified employer may employ one apprentice when at least one (1) journeyperson is regularly employed in the shop.
2. After the first apprentice the ratio of additional apprentices shall not exceed one (1) apprentice to four (4) journeymen; the employer can have 2 apprentices with 5 journeymen, 3 apprentices with 9 journeymen, etc. The apprentices in any shop shall be allowed to work on any job provided the apprentice ratio in the shop is maintained. The A-SERT Committee may provide special dispensation to exceed this ratio if petitioned by an employer

## **Selection Procedures**

### **Pledge**

1. The signatory employer affirms that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or gender. The employer will take affirmative action to provide equal opportunity in apprenticeship for both minorities and women.

2. The employer shall uniformly align rules and regulations concerning apprentices, including, but not limited to, equality of wages, periodic advancement, promotion, assignment of work, job performance, rotation among all work processes of the trade, imposition of penalties, or other disciplinary action and all other aspects of the apprenticeship program administered by the program sponsor.

### **Affirmation Action Plan**

1. The employer shall encourage all members of the A-SERT Committee to solicit the active participation of their parent organizations regarding its equal opportunity policy so as to foster understanding, acceptance, and support among the sponsors, various officers, supervisors, employees, and members, and to encourage the necessary action to aid the sponsor in meeting its obligations.

### **Selection of Apprentices**

1. Be employed by a signatory employer
2. Submit need forms to the A-SERT Committee
3. Enroll in LEA for required RSI
4. Applications and pre-employment qualifications shall be based on current employer standards.
5. Hiring procedures are at each signatory employer's discretion.

### **Process for School Assignment**

Each LEA will have its own process. The A-SERT COMMITTEE will follow each LEA's process for assigning apprentices to their classes. In general, assignment of classes should be prior to next semester start. The A-SERT Committee will:

1. Print a list of apprentices assigned to each LEA;
2. Compare and reconcile the list with the previous semester list;
3. Review courses offered by the LEA;
4. Determine which classes are needed by each apprentice;

5. Assign necessary classes to apprentices and update spreadsheet;
6. Send notification of necessary classes to apprentices and copies to employer
7. Send all updated apprentice information to the LEA for proper enrollment.

## **Apprentice Duties and Responsibilities**

1. Every apprentice shall perform diligently and faithfully during the entire period of apprenticeship, complying with the training program as administered by the A-SERT Committee. The apprentice shall satisfactorily perform the learning and work tasks assigned, both on the job and in related educational instruction, and shall comply with the rules, regulations, and decisions of the A-SERT Committee.
2. Each apprentice must assume the responsibility of keeping the A-SERT Committee informed of any residence status changes.
3. It is the responsibility of the apprentice to be punctual, respectful, attentive, dependable, and neat in appearance with regard to on-the-job and classroom conduct.
4. An apprentice who attends on-the-job work training or related educational training instruction under the influence of alcohol or narcotics shall not be tolerated and shall be cited before the A-SERT Committee to show cause why they should not be canceled from the apprenticeship program.
5. Any request by an apprentice to appear before the A-SERT Committee shall be made in writing, stating the reason and directed to the A-SERT Committee.
6. An apprentice will not be permitted to change his/her place of employment unless approved by the A-SERT Committee prior to any change of employment. In the event that a change of employment is approved, he/she must first clear it through the A-SERT Committee by bringing a letter of hire from the new employer.
7. Where an apprentice who has completed the initial 120-day probationary period transfers from one employer to another during the term of his/her agreement, the apprentice must complete the probationary period as stated in the subscription agreement of the new employer.



8. Any apprentice who jumps training (quits) shall not be eligible for further employment in any classification within the apprenticeship program during the term of his/her agreement without prior approval of the A-SERT Committee.
9. Any apprentice removed from the job for cause by the A-SERT COMMITTEE will not be eligible for reinstatement in the apprenticeship program without prior approval of the A-SERT Committee.

### **Leaves of Absence**

1. Upon request, the A-SERT Committee shall grant leaves of absence to apprentices entering into the Armed Forces.
2. The A-SERT Committee will consider granting a leave of absence for just reason other than for military service for up to six (6) months. A leave of absence will be granted only with the signatory employer's permission. Special consideration will be made on an individual basis with the A-SERT Committee and employers' approval.

### **Apprentices Retained**

All apprentices who are retained in their present apprenticeship periods and/or wage schedule for failure to comply with these policies and procedures, such as maintaining attendance, achieving scholastic requirements, forwarding work progress reports, etc., may be recommended for advancement to the next period non-retroactively as soon as they successfully meet the minimum requirements. Such advancements are to be made only after proper notification in writing to the A-SERT Committee and the employer.

### **Request for Re-evaluation**

During the probationary period, an apprentice may be re-evaluated by the employer with written confirmation to the A-SERT Committee for approval. After the probationary period, no re-evaluation will be considered.

### **Report of Termination**

The apprentice has the responsibility to report any change of status, whether a termination, a lay-off, resignation or disability, to the A-SERT Committee immediately, and to notify the A-SERT Committee of his/her return to work.

# Attendance Requirements – Related Instruction

## Attendance and Punctuality Requirements for Classroom – Related Educational Instruction

1. Each apprentice is required to attend school classes of related instruction in accordance with the directions and instructions of the A-SERT Committee. Failure to attend and pass classes with a “B” or better grade will subject an apprentice to disciplinary action as described by the A-SERT Committee, including permanent removal from the apprenticeship program.
2. Violations of the rules on school attendance and grade requirements which will warrant progressive penalties being imposed by the A-SERT Committee are:
  - a. Two times late to class during a semester or quarter
  - b. Two times “no show” to class during a semester or quarter
  - c. Failure to pass class with a “B” or better. The failure to pass class with a “B” or better may result in the A-SERT Committee requiring holding the apprentice back six months in their wage progression.
3. An apprentice may be granted a portion of their related supplemental instruction (RSI) for prior completion of relevant and related academic courses or other forms of training with approval from the A-SERT Committee.

This includes but is not limited to:

1. Relevant Military Training
  2. Course work recognized by the LEA to count toward the related certificate programs
4. Periodically, the LEA may change their curriculum which may change the requirements for apprentices, but will not increase the original number of instructional hours as defined in the apprenticeship agreement.
  5. School instructors are not authorized to excuse any apprentice from school or give credit to an apprentice unless it has been approved by the A-SERT Committee office. They are not authorized to advise any apprentice of the status or completion of his/her apprenticeship. This information may only be obtained at the A-SERT Committee office.

# Work Attendance and Punctuality Requirements

## Hours of Work and Working Conditions

1. The work day, work week, and other working conditions for apprentices shall conform with all laws and regulations governing employment and shall not be greater than those scheduled for journeymen. Overtime shall not interfere with scheduled classes of related educational instruction and shall not be detrimental to the health and safety of the apprentice.
2. Hours of work, working conditions, overtime, health and welfare, vacation, and pension provisions are those agreed to in the subscription agreements and shall be equal to or greater than those defined in the standards.
3. The work training program requirement for an apprentice in the equipment repair and service industry is the laboratory where he/she can learn working skills. The employers are also obligated to the apprentice and the equipment repair and service industry to make certain that the apprentices under their supervisory staff are provided with quality training of all major work processes to develop each apprentice into a proficient, skilled craftsman.

It is the responsibility of each apprentice to be punctual and ready to work at the agreed starting time. The apprentice is responsible for reporting of any absence from work and training to the employer.

## Work Training

1. Employers shall see that all apprentices are under the direction of a qualified journeyman and shall provide each apprentice with the necessary diversified experience and training in order to train and develop each apprentice into a skilled craftsman proficient in all the job processes of the trade.
2. Each employer shall provide necessary health and safety training to each apprentice prior to the apprentice's use or operation of any equipment and job performance.
3. Apprentices shall perform all the duties and tasks on the job that are associated with the apprenticeship.

## **Scholastic Requirements**

### **Minimum Hours**

Upon recommendation of the A-SERT Committee, a Certificate of Completion shall be issued to each apprentice upon evidence of satisfactory completion of the following:

1. All major work processes totaling the adjusted hours of on-the-job work training of which the 90 calendar days of employment shall be a probationary period.
2. All apprentices are required to achieve a passing grade of “B” or better in the prescribed courses.
3. Any grade issued by the instructor reflects a total grade, including and not limited to class attitude, participation, conduct, punctuality, and the apprentice’s retentive knowledge. Any apprentice receiving a grade of “C” or lower, will be penalized under the disciplinary action policy established by the A-SERT Committee which will be submitted to the apprentice at the beginning of his/her apprenticeship period. The failure to pass a class may, at the determination of the A-SERT Committee, result in holding the apprentice back one six-month period.

### **Apprentice Responsibility to Keep Records**

1. Each apprentice shall be responsible for maintaining a record of the time spent by him/her on each major work process and in related educational instruction and kept current pursuant to the rules of the A-SERT Committee.
2. Apprentice records shall be made available for inspection by the A-SERT Committee or their designee.

## **College Certificate or Equivalent Requirements**

Each apprentice will be required to complete the college certificates as specified in the individual Job Classifications within the Apprenticeship Standards. In general, the standards require the apprentice to complete the College Certificates tied to their related and supplemental instruction per their Job Classification.

The apprentice will be given a letter at the time he/she signs the apprenticeship agreement that will specify which College Certificates or equivalents will be required, and how to

report successful completion of those requirement back to the A-SERT Committee office. The letter may also specify the given period of time within the apprenticeship program the apprentice has to complete their College Certificates.

## **Monthly Activity Reporting Cards**

Each apprentice will be required to submit monthly activity reporting cards to the A-SERT Committee office.

1. The monthly activity reporting card is the responsibility of the apprentice, and he/she shall see that all information required by this report is completed and current so that the A-SERT Committee can maintain accurate and timely records of the apprentice's on-the-job training and school attendance. Failure to submit the monthly activity reporting card on time will subject the apprentice to the disciplinary action policy established by the A-SERT Committee which is submitted to the apprentice at the beginning of his/her apprenticeship period. The monthly reporting can be done via an online program developed specifically for this apprenticeship program by WorkHands.
2. Careful maintenance of the monthly activity reporting card is important to assure that the apprentice receives the total training required to advance the apprentice to the position of journeyman in the occupation selected, and to assure proper rotation.
3. The insurance of the "Certificate of Completion of Apprenticeship" attesting to the completion of the entire apprenticeship program may be made on the recommendation of the A-SERT Committee office, validating that the apprentice's records are current and timely.

## **Schedule of Wages**

### **Apprentice Wage Scale**

Apprentices should refer to the apprenticeship wage schedule in their subscription agreement.

### **Schedule Wage Increases**

If the subscription agreement doesn't specify the apprenticeship date, the apprenticeship pay increases for the apprentices shall be on the six-month anniversary date of apprenticeship as defined in the standards.

Prior to each wage progression the A-SERT Committee will provide the employer with an apprentice evaluation form that is to be completed, signed, reviewed with apprentice with their signature and returned to the A-SERT Committee office before the upgrade period. In the evaluation the employer is required to recommend or not to recommend the apprentice to be upgraded. If the employer recommends to be upgraded the apprentice is automatically upgraded and the employer must make sure the apprentice receives the proper wage based on their upgrade period. If the employer recommends not to upgrade the apprentice both the apprentice and the employer will be required to attend the next A-SERT Committee period to discuss the reason for not recommending the upgrade. The A-SERT Committee will have the final determination if the apprentice will be upgraded. If the A-SERT Committee determines the Apprentice is to be upgraded the employer will be responsible for paying any back pay based on the beginning of the wage upgrade period. If no evaluation is provided by the employer stating a recommendation for upgrade the apprentice should receive the proper upgrade wage at the start of the upgrade period.

# Signed Statement of Understanding

Name: \_\_\_\_\_

I HAVE ON THIS DATE RECEIVED THIS Apprenticeship Guide of the Agricultural and Specialty Equipment Repair Technician Apprenticeship, outlining the rules for active apprentices which could affect both my employment and apprenticeship. To this extent, I shall read this document along with other documents I received during the orientation period outlining my requirements, and follow the procedures therein.

- Supply of monthly reporting cards or applied to the online application
- Disciplinary action policy and any explanation letters.
- Licensing requirements for completion of the program
- Explanation of School requirements.

Assigned to \_\_\_\_\_

For classes beginning next semester \_\_\_\_\_

Apprentice is currently attending \_\_\_\_\_

Apprentice will write a letter requesting permission to attend:

\_\_\_\_\_

- Apprentice will send transcript of past schooling.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_