



SEIU/AFSCME National Center for Healthcare Apprenticeships Standards

ApprenticeshipUSA

**NATIONAL CENTER FOR HEALTHCARE APPRENTICESHIPS
STANDARDS OF APPRENTICESHIP**

Developed by

**SEIU/AFSCME National Center for Healthcare Apprenticeships -
National Joint Apprenticeship Training Committee (NJATC)**

For the occupations of

<i>Occupation(s)</i>	<i>O*Net Code</i>	<i>RAPIDS Code</i>
Hospital Coder (Existing Title – Health Information Management Hospital Coder)	29-2071.00	2029CB
Community Health Worker	29-1091.00	2002HY
Medical Assistant	31-9092.00	1085CB
Support and Retention Coordinator 1(Existing Title – Home Health Director)	11-9111.00	1108CB
Support and Retention Coordinator 2(Existing Title – Home Health Director)	11-9111.00	1108CB
Emergency Medical Technician (EMT)	29.2041.00	0730CB
Ambulatory Coder (Existing Title-Medical Coding)	29-2071.00	1114CB
Central Sterile Processing Technician	31-9093.00	1133 CB
Home Health Aide (HHA) Peer Trainer Specialty Care Transitions Specialty Dementia Specialty Geriatric Specialty Hospice/Palliative Care Specialty Advanced Home Health Aide	31-1011.0	1086 CB
Surgical Technologist	29-2055.00	1051 CB

APPROVED BY

**U.S. DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP**

**Registered as part of the National Apprenticeship Program in accordance with the basic
Standards of Apprenticeship by the Secretary of Labor**

**JOHN V. LADD, ADMINISTRATOR
Office of Apprenticeship
National Registration Number: ZA004168566**

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SEIU/AFSCME National Center for Healthcare Apprenticeships Standards

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FOREWORD

SEIU and AFSCME, the two largest healthcare unions in the nation, have joined forces with healthcare employers, local unions, and partners across the country to create the National Center for Healthcare Apprenticeships, hereafter referred to as the NCHA. The primary goal of the NCHA is to utilize the collective strength of healthcare union and employer partnerships as a means for building targeted workforce solutions – through Registered Apprenticeship – that effectively address industry workforce challenges while improving job quality and developing career advancement opportunities for workers.

In order to register healthcare apprenticeships nationally and to bring to scale Registered Apprenticeships in the healthcare industry, the NCHA has established a labor-management body known as the National Joint Apprenticeship Training Committee (NJATC) for the purpose of developing, registering, and implementing national apprenticeship standards in healthcare across the country. The NCHA through the NJATC and administered by the Healthcare Career Advancement Program (H-CAP), itself a national labor management collaborative workforce organization will serve as the sponsor for Nationally Registered Apprenticeships in Healthcare.

Registered Apprenticeship require a well-developed on-the-job learning combined with related instruction, which are reflected within these standards and are in accordance with the basic standards recommended by the U.S. Department of Labor, Office of Apprenticeship. They are the basis from which the Sponsor can establish Registered Apprenticeship programs that meet the needs of the healthcare industry nationally and regionally.

SECTION I – PROGRAM ADMINISTRATION

The roles and responsibilities of the NCHA/NJATC are set forth below.

A. Program Purpose

The purpose of the NCHA is to facilitate and accelerate the registration of healthcare apprenticeships nationally and regionally, where needed, and bring healthcare apprenticeships to scale. NCHA together with its NJATC is the Program Sponsor.

B. Administration

The NCHA/NJATC is responsible for registering and overseeing a set of national apprenticeship standards and work processes that are registered with the US Department of Labor Office of Apprenticeship and that will lead to nationally recognized credentials. It will carry out the responsibilities and duties required of an apprenticeship Program Sponsor as described in the Standards of Apprenticeship. Administrative



support for these functions will be shared with local program implementers and with H-CAP as noted above.

C. Membership Structure

1. Membership: The NJATC is comprised of an equal number of union and employer representatives from across healthcare sectors and systems.
2. Members of the NJATC are elected by the groups they represent and are voting members.
3. Sub-Committees: Sub-committees may be formed by the NJATC (and may include members as well as non-members) as needed to address the development and oversight of different occupational apprenticeships and/or in various geographical locations and jurisdictions.
4. Technical Assistance - such as that from the U.S. Department of Labor, Office of Apprenticeship, State Apprenticeship Agencies, regional training partnerships and intermediaries, and vocational schools - may be requested to advise the NJATC.

D. Administrative Procedures

1. Leadership: The NJATC will elect Union and Employer Co- Chairpersons and Union and Employer Co-Secretaries to serve as officers of the committee. Officers will serve for a period to be decided by the NJATC. At all times each of these described co-positions will be held by one employer representative and one labor representative. Chairs and Secretaries will have the power to vote on all matters before the NJATC.
2. Meetings: The Co-Chairs and Co-Secretaries will determine the time and place for regular meetings. Meetings will be held as frequently as needed to effectively manage the program. At a minimum, the NJATC will meet on a quarterly basis either virtually through electronic communication or in person. Minutes will be kept at all meetings.
3. NJATC Support: The NJATC will be supported by the staff of H-CAP.

E. Responsibilities

The NCHA/NJATC may delegate some of its responsibilities to sub-committees as formed by the NJATC, local training funds, local employers or partnerships, local program staff, and/or H-CAP as needed and agreed upon but in all instances will retain oversight and responsibility for the following functions:



1. Establish national standards for apprenticeships in healthcare that support industry needs and represent the highest quality of job related training and register these apprenticeships with the appropriate registration agency;
2. Create and/or approve relevant policies and procedures for administering the national programs;
3. Cooperate in the selection of apprentices and provide guidelines for local implementers;
4. Ensure that apprentices are under written Apprenticeship Agreements;
5. Review and recommend apprenticeship activities in accordance with this program;
6. Establish the minimum standards of education and experience required of apprentices;
7. Review records and progress of each apprentice in training and recommend improvement or modification in training schedules, schooling, and other training activities;
8. Determine the quality and quantity of experience on the job, which apprentices should have, and to make every effort toward their obtaining it;
9. Hear and resolve all complaints of violation of Apprenticeship Agreements;
10. Arrange tests or evaluations for determining the apprentice's progress in manipulative skills and technical knowledge;
11. Maintain a record of all apprentices, showing their education, experience, and progress in learning the occupation;
12. Certify that apprentices have successfully completed their apprenticeship program;
13. Notify, within 45 days, the Registration Agency 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 Apprenticeship Agreements;
14. Supervise all the provisions of the national standards and be responsible, in general, for the successful operation of the standards by performing the duties here listed;
15. Cooperate with public and private agencies, which can be of assistance by obtaining publicity to develop public support of apprenticeship. Keep in contact with all parties concerned; apprentices, unions, employers and journeyworker/mentors;
16. Provide apprentices with a copy of the written rules and policies and ensure that the apprentice will sign an acknowledgment receipt of same. This procedure will be followed whenever revisions or modifications are made to the rules and policies;
17. When notified that an apprentice's related instruction or on-the-job progress is found to be unsatisfactory, the sponsor will determine whether the apprentice should continue in a probationary status or require the apprentice to repeat a process or series of processes before advancing to the next wage classification. Should it be found in the course of this determination that the apprentice does



- not have the ability or desire to continue the training to become a journeyworker, the sponsor will, after the apprentice has been given adequate assistance and opportunity for corrective action, terminate the Apprenticeship Agreement.
18. Connect apprenticeships to long term career pathways through collaboration with colleges and/or other educational providers including labor/management training partnerships, vocational schools, etc.;
 19. Conduct evaluations (or delegate such evaluations) of apprentices' progress in competencies, skills, and technical knowledge;
 20. Ensure that records are maintained of all apprentices, showing their education, experience, and progress in learning the occupation;
 21. Mandate that all local partners advise apprentices on the need for accident prevention and provide instruction with respect to safety in the workplace;
 22. Oversee apprentice's related instruction or on-the-job progress, advance them when successful or decide on a course of action when progress is unsuccessful; and
 23. Meet at least every 3 months 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 these meeting will be kept.

SECTION II - EQUAL OPPORTUNITY PLEDGE - 29 CFR §§ 29.5(b) (21) and 30.3 (b)

SEIU/AFSCME National Center for Healthcare Apprenticeships will not discriminate against apprenticeship applicants or apprentices based on race color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years or older. SEIU/AFSCME National Center for Healthcare Apprenticeships 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.

SECTION III - AFFIRMATIVE ACTION PLAN AND SELECTION PROCEDURES - 29 CFR §§ 29.5(b)(21), 30.4, and 30.5

Sponsors with 5 or more registered apprentices are required to adopt an affirmative action plan (Appendix C) and selection procedures (Appendix D), which will become part of these standards of apprenticeship. The Office of Apprenticeship encourages the development of these two plans for all programs regardless of apprentice numbers.



For programs with fewer than 5 apprentices, these plans are not required, and the sponsor may continue to select apprentices in conformance with its current human resources and equal employment opportunity hiring policies.

SECTION IV - QUALIFICATIONS FOR APPRENTICESHIP - 29 CFR § 29.5(b)(10)

Requirements may vary depending on occupation, local laws, CBAs and other governing requirements. Specific qualifications for each occupation will be outlined in Appendix A.

A. Age

The NJATC will establish any additional age qualifications regarding minimum age limits. Apprentices must not be less than 16 years of age.

B. Education

A high school diploma or equivalency may be required but may be waived by the NJATC approved local subcommittee or labor/management partnership, and is applied to all applicants for that local program, as long as the apprentice meets the entry standards of the local employer. Applicants must submit a DD-214 to verify military training and/or experience if they are a veteran and wish to receive consideration for such training/experience.

C. Physical

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.

Applicants may need to pass a physical agility test, fitness test, or screen for current illegal use of drugs in order to apply for the apprenticeship, on acceptance into the program and/or prior to being employed.

D. Aptitude Test

None required at this time.

E. Others

None required at this time.



SECTION V - APPRENTICESHIP AGREEMENT - 29 CFR §§ 29.3(d), 29.3(e), and 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 will be covered by a written apprenticeship agreement (Appendix B) which can be submitted electronically through the RAPIDS, using the Apprentice Electronic Registration process by the sponsor and the apprentice and approved by and registered with the Registration Agency. Such agreement will contain a statement making the terms and conditions of these standards a part of the agreement as though expressly written therein. The sponsor shall provide a copy of the apprenticeship agreement to the apprentice, the Registration Agency, the employer, and the union. An additional copy will be provided to the veteran's state approving agency for those veteran apprentices desiring access to any benefits to which they are entitled.

Prior to signing the apprenticeship agreement, each selected applicant will be given an opportunity to read and review these standards, the sponsor's written rules and policies, the apprenticeship agreement, and the sections of the collective bargaining agreement (CBA) that pertain to apprenticeship.

The Registration Agency will be advised within 45 days of the execution of each apprenticeship agreement and will be given all the information required for registering the apprentice.

SECTION VI - SUPERVISION OF APPRENTICES AND RATIOS - 29 CFR § 29.5(b)(14) and 29 CFR § 29.5(b)(7)

The NJATC will be responsible for the training of the apprentice on the job. Apprentices will be under the general supervision of the NJATC and under the direct supervision of the journeyworker or mentor to whom they are assigned. The supervisor of apprentice(s) designated by the employer will be responsible for the apprentice's work assignments, and will ensure the apprentice is working under the supervision of a skilled journeyworker/mentor. The supervisor will also ensure there is an evaluation of work performance, and completion and submittal of progress reports to the NJATC.

No apprentice will be allowed to work without proper or adequate supervision of the journeyworker/mentor.

For the purpose of these apprenticeship standards, adequate or proper supervision of the apprentice means the apprentice is under the supervision of a fully qualified journeyworker/mentor or supervisor at all times who is responsible for making work assignments, providing OJL, and ensuring safety at the worksite.



To adequately or properly supervise an apprentice does not mean the apprentice must be within eyesight or reach of the supervisor, but that the supervisor knows what the apprentice is working on; is readily available to the apprentice; and is making sure the apprentice has the necessary instruction and guidance to perform tasks safely, correctly, and efficiently.

The sponsor shall establish a numeric ratio of apprentices to fully proficient workers (journeyworkers) consistent with proper supervision, training, safety, continuity of employment, and applicable provisions in CBAs, except where such ratios are expressly prohibited by the CBAs.

The ratio language must be specific and clearly described as to its application to the jobsite, workforce, department, or plant. The ratio of apprentices to fully proficient workers (journeyworkers) will be as noted in Appendix A.

SECTION VII - TERM OF APPRENTICESHIP - 29 CFR § 29.5(b)(2)

The term of the occupation will be competency-based or a hybrid that is both time and competency based supplemented by the required hours of related instruction as stated on the Work Process Schedule and Related Instruction Outline (Appendix A).

SECTION VIII - PROBATIONARY PERIOD - 29 CFR §§ 29.5(b)(8), and 29.5(b)(20)

Every applicant selected for apprenticeship will serve a probationary period unless waived by the union and employer partners or NJATC sub-committee that is implementing the program at a local level. The probationary period for the apprenticeship will be 25 percent of the apprenticeship period or 3 months, whichever is shorter.

During the probationary period, either the apprentice or the sponsor may terminate the apprenticeship agreement, without stated cause, by notifying the other party in writing. The records for each probationary apprentice will be reviewed prior to the end of the probationary period. Records may consist of periodic reports regarding progression made in both the OJL and related instruction, and any disciplinary action taken during the probationary period.

Any probationary apprentice evaluated as satisfactory after a review of the probationary period will be given full credit for the probationary period and continue in the program.

After the probationary period, the apprenticeship agreement may be cancelled at the request of the apprentice or may be suspended or cancelled by the sponsor for reasonable cause after documented due notice to the apprentice and a reasonable opportunity for



corrective action. In such cases, the sponsor will provide written notice to the apprentice and to the Registration Agency of the final action taken.

SECTION IX - HOURS OF WORK

Apprentices will generally work the same hours as fully proficient workers (journeyworkers), except that no apprentice will be allowed to work overtime if it interferes with attendance in related instruction classes.

Apprentices who do not complete the required hours of OJL or demonstrate competencies during a given segment will have the term of that segment extended until they have accrued the required number of hours of training or all competencies are demonstrated.

SECTION X - APPRENTICE WAGE PROGRESSION - 29 CFR § 29.5(b) (5)

Apprentices will be paid a progressively increasing schedule of wages and fringe benefits during their apprenticeship based on the acquisition of increased skill and competence on the job and in related instruction. Before an apprentice is advanced to the next segment of training or to fully proficient or journeyworker status, the sponsor will evaluate all progress to determine whether advancement has been earned by satisfactory performance in OJL and in related instruction courses. In determining whether satisfactory progress has been made, the sponsor will be guided by the work experience and related instruction records and reports.

The progressive wage schedule and fringe benefits will be an increasing percentage of the fully proficient or journeyworker wage rate as established in the CBA. The percentages that will be applied to the applicable fully proficient or journeyworker rate are shown on the attached Work Process Schedule and Related Instruction Outline (Appendix A). In no case will the starting wages of apprentices be less than that required by any minimum wage law that may be applicable.

SECTION XI - CREDIT FOR PREVIOUS EXPERIENCE - 29 CFR §§ 29.5(b)(12) and 30.4(c)(8)

The sponsor may grant credit toward the term of apprenticeship to new apprentices. Credit will be based on demonstration of previous skills or knowledge equivalent to those identified in these standards.



The NJATC and/or its local subcommittees 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.

Apprentice applicants seeking credit for previous experience gained outside the supervision of the NJATC must submit the request at the time of application or within 3 months of starting the apprenticeship or as determined by the NJATC or its subcommittees and furnish such records, affidavits, and other items as determined by the NJATC to substantiate the claim.

An applicant who is a veteran and who wishes to receive consideration for military training and/or experience must submit a DD-214. Applicants requesting credit for previous experience who are selected into the apprenticeship program will start at the beginning wage rate. The request for credit will be evaluated and a determination made by the sponsor during the probationary period, when actual on-the-job and related instruction performance can be examined. Prior to completion of the probationary period, the amount of credit to be awarded will be determined after review of the apprentice's previous work and training/education record and evaluation of the apprentice's performance and demonstrated skill and knowledge during the probationary period.

An apprentice granted credit will be advanced to the wage rate designated for the period to which such credit accrues. The Registration Agency will be advised of any credit granted and the wage rate to which the apprentice is advanced.

The granting of advanced standing will be uniformly applied to all apprentices.

SECTION XII - WORK EXPERIENCE - 29 CFR § 29.5(b)(3)

During the apprenticeship, the apprentice will receive OJL and related instruction in all phases of the occupation necessary to develop the skill and proficiency of a skilled Journeyworker. The OJL will be under the direction and guidance of the apprentice's supervisor.

SECTION XIII - RELATED INSTRUCTION - 29 CFR § 29.5(b)(4)

Every apprentice is required to participate in coursework related to the job as outlined in Appendix A. A minimum of 144 hours of related instruction is recommended for each year of the apprenticeship. Apprentices agree to take such courses as the sponsor deems advisable. The sponsor will secure the instructional aids and equipment it deems necessary to provide quality instruction. In cities, towns, or areas having no vocational schools or other schools that can furnish related instruction, the sponsor may require



apprentices to complete the related instruction requirement through electronic media or other instruction approved by the Registration Agency.

Apprentices may or may not be paid for hours spent attending related instruction classes. This decision will be made by the CBA or other local or regional agreements, and will be applied consistently to all apprentices (in that region and/or covered by that CBA).

The sponsor will inform each apprentice of the availability of college credit.

Any apprentice who is absent from related instruction will satisfactorily complete all coursework 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 sponsor will take appropriate disciplinary action and may terminate the apprenticeship agreement after due notice to the apprentice and opportunity for corrective action.

To the extent possible, related instruction will be closely correlated with the practical experience and training received on the job. The sponsor will monitor and document the apprentice's progress in related instruction classes.

The sponsor will secure competent instructors whose knowledge, experience, and ability to teach will be carefully examined and monitored. The sponsor may require the instructors to attend instructor training to meet the requirements of 29 CFR § 29.5(b) (4) (i) (ii) or state regulations.

SECTION XIV - SAFETY AND HEALTH TRAINING - 29 CFR § 29.5(b) (9)

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 Administration standards promulgated by the Secretary of Labor under 29 U.S.C. 651 et seq., as amended, or state standards that have been found to be at least as effective as the federal standards.

SECTION XV - MAINTENANCE OF RECORDS - 29 CFR §§ 29.5(b)(6), 29.5(b)(23), and 30.8

The NJATC is responsible for maintaining, at a minimum, the following records:

- summary of the qualifications of each applicant;
- basis for evaluation and for selection or rejection of each applicant;
- records pertaining to interview;
- the original application;



- records of each apprentice's OJL;
- related instruction reviews and evaluations;
- progress evaluations;
- record of job assignments, promotions, demotions, layoffs, or terminations, rates of pay; and
- any other actions pertaining to the apprenticeship

The NJATC will also maintain all records relating to apprenticeship applications (whether selected or not), including, but not limited to, the sponsor's outreach, recruitment, interview, and selection process. Such records will clearly identify minority and female (minority and nonminority) applicants and must include, among other things, the basis for evaluation and for selection or rejection of each applicant. For a complete list of records that each sponsor is required to maintain under 29 CFR § 30, please refer to 29 CFR § 30.8.

All such records are the property of the sponsor and will be maintained for a period of 5 years from the date of last action. They will be made available to the Registration Agency upon request.

SECTION XVI - CERTIFICATE OF COMPLETION OF APPRENTICESHIP - 29 CFR § 29.5(b)(15)

Upon satisfactory completion of the requirements of the apprenticeship program as established in these Standards, the sponsor will so certify the completion to the Registration Agency and request the awarding of a Certificate of Completion of Apprenticeship to the completing apprentice(s). Such requests may be completed electronically using the Registered Apprenticeship Partners Information Data System (RAPIDS).

SECTION XVII - NOTICE TO REGISTRATION AGENCY - 29 CFR §§ 29.3(d), 29.3(e), and 29.5(b)(19)

The Registration Agency must be notified within 45 days of any apprentice action - e.g., registered, reinstated, extended, modified, granted credit, completed, transferred, suspended, canceled - and a statement of the reasons therefor.

SECTION XVIII - REGISTRATION, CANCELLATION, AND DEREGISTRATION - 29 CFR §§ 29.5(b)(18), 29.8(a)(2), and 29.8(b)(8)

These standards will, upon adoption by the sponsor, be submitted to the Registration Agency for approval. Such approval will be acquired before implementation of the program.



The sponsor reserves the right to discontinue at any time the apprenticeship program set forth herein. The sponsor will notify the Registration Agency within 45 days in writing of any decision to cancel the program.

The Registration Agency may initiate deregistration of these standards for failure of the sponsor to abide by the provisions herein. Such deregistration will be in accordance with the Registration Agency's regulations and procedures.

The sponsor will notify each apprentice of the cancellation of the program and the effect of same. If the apprenticeship program is cancelled at the sponsor's request, the sponsor will notify the apprentice(s) within 15 days of the date of the Registration Agency's acknowledgment of the sponsor's request. If the Registration Agency orders the deregistration of the apprenticeship program, the sponsor will notify the apprentice(s) within 15 days of the effective date of the order. This notification will conform to the requirements of 29 CFR § 29.8.

SECTION XIX - AMENDMENTS AND MODIFICATIONS - 29 CFR § 29.5(b)(18)

These standards may be amended or modified at any time by the Sponsor provided that no amendment or modification adopted will alter any apprenticeship agreement in force at the time without the consent of all parties. Such amendment or modification will be submitted to the Registration Agency for approval and registration 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.

SECTION XX - ADJUSTING DIFFERENCES; COMPLAINT PROCEDURE - 29 CFR §§ 29.5(b)(22), 29.7(k), and 30.11

The sponsor will have full authority to enforce these standards. Its decision will be final and binding on the employer, the local NJATC subcommittee, and the apprentice, unless otherwise noted below.

If an applicant or an apprentice believes an issue exists that adversely affects his/her participation in the apprenticeship program or violates the provisions of the apprenticeship agreement or standards, the applicant or apprentice may seek relief through one or more of the following avenues, based on the nature of the issue:



29 CFR § 29.7(k)

For issues regarding wages, hours, working conditions, and other issues covered by the CBA, apprentices may seek resolution through the applicable grievance and arbitration procedures contained in the CBA.

The Sponsor will hear and resolve all complaints of violations concerning the apprenticeship agreement or standards for which written notification is received within 15 days of the alleged violations. The sponsor will make such rulings as it deems necessary in each individual case within 30 days of receiving the written notification. Either party to the apprenticeship agreement may consult with the Registration Agency for an interpretation of any provision of these standards over which differences occur. The name and address of the appropriate authority to receive, process, and dispose of complaints is: SEIU/AFSCME National Center for Healthcare Apprenticeships – National Joint Apprenticeship Training Committee, Daniel Bustillo, Director, Daniel.Bustillo@1199funds.org C/O H-CAP, 330 W. 42nd Street, Suite 900, New York, NY 10036

29 CFR § 30.11

Any apprentice or applicant for apprenticeship who believes that he/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/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 Registration Agency or, at the apprentice or applicant's election, with the private review body established by the program sponsor or the local NJATC (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 the equal opportunity standards provided in 29 CFR § 30.

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 body designated by the program sponsor to review such complaints, any referral of such complaint by the complainant to the Registration Agency 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 Registration Agency for good cause shown.



Complaints of discrimination and failure to follow equal opportunity standards in the apprenticeship program may be filed and processed under 29 CFR § 30 and the procedures set forth above.

The sponsor shall provide written notice of its complaint procedure to all applicants for apprenticeship and all apprentices.

SECTION XXI - COLLECTIVE BARGAINING AGREEMENTS – 29 CFR § 29.11

Nothing in this part or in any apprenticeship agreement will operate to invalidate:

- (a) Any apprenticeship provision in any CBA between employers and employees establishing higher apprenticeship standards; or
- (b) Any special provision for veterans, minority persons, or women in the standards, apprentice qualifications or operation of the program, or in the apprenticeship agreement, which is not otherwise prohibited by law, executive order, or authorized regulation.

SECTION XXII - TRANSFER OF AN APPRENTICE AND TRAINING OBLIGATION – 29 CFR § 29.5(13)

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

- i. The transferring apprentice must be provided a transcript of related instruction and OJL by the committee or program sponsor;
- ii. Transfer must be to the same occupation; and
- iii. A new apprenticeship agreement must be executed when the transfer occurs between employers.

The apprentice must receive credit from employer or subcommittee for the training already satisfactorily completed.

SECTION XXIII - RESPONSIBILITIES OF THE APPRENTICE

Apprentices, having read these standards formulated by the sponsor, agree to all the terms and conditions contained herein and agree to abide by the sponsor's rules and policies, including any amendments, and to serve such time, perform such manual training, and



study such subjects as the sponsor may deem necessary to become a skilled journeyworker.

In signing the apprenticeship agreement, apprentices assume the following responsibilities and obligations under the apprenticeship program:

- A. 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 sponsor.
- B. Develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of fellow workers.
- C. Perform diligently and faithfully the work of the occupation and other pertinent duties assigned by the NJATC and the employer in accordance with the provisions of these Standards.
- D. Respect the property of the employer and abide by the working rules and regulations of the employer, union and the NJATC.
- E. Attend and satisfactorily complete the required hours in the OJL and in related instruction in subjects related to the occupation as provided under these Standards.

SECTION XXIV - TECHNICAL ASSISTANCE

Technical assistance, such as that from the U.S. Department of Labor's Office of Apprenticeship, recognized state apprenticeship agencies, and vocational schools, may be requested to advise the sponsor.

The sponsor is encouraged to invite representatives from industry, education, business, private organizations, and public agencies to provide consultation and advice for the successful operation of its training program.

SECTION XXV - CONFORMANCE WITH FEDERAL LAWS AND REGULATIONS

No Section of these Standards of Apprenticeship shall be construed as permitting violation of any Federal Law or Regulation.



SECTION XXVI - DEFINITIONS

APPRENTICE: Any individual employed by the employer meeting the qualifications described in the standards of apprenticeship who has signed an apprenticeship agreement with the sponsor providing for training and related instruction under these standards and who registers with the Registration Agency.

APPRENTICE ELECTRONIC REGISTRATION (AER): An electronic tool that allows for instantaneous transmission of apprentice data for more efficient registration of apprentices and provides program sponsors with a faster turnaround on their submissions and access to their apprenticeship program data.

APPRENTICESHIP AGREEMENT: The written agreement between the apprentice and the sponsor setting forth the responsibilities and obligations of all parties to the apprenticeship agreement with respect to the apprentice's employment and training under these standards. Each apprenticeship agreement must be registered with the Registration Agency.

APPRENTICESHIP COMMITTEE (COMMITTEE): Those persons designated by the sponsor to act as agents for the sponsor in the administration of the program. A joint committee is composed of an equal number of representatives of the employer(s) and of the employees represented by a bona fide collective bargaining agent(s).

CERTIFICATE OF COMPLETION OF APPRENTICESHIP: The credential issued by the Registration Agency to those registered apprentices certified and documented as having successfully completed the apprentice training requirements outlined in these standards of apprenticeship.

COLLECTIVE BARGAINING AGREEMENT (CBA): The negotiated agreement between the signatory union and signatory employer(s) that sets forth the terms and conditions of employment.

COMPETENCY-BASED OCCUPATION: An occupation using an apprenticeship approach that requires the attainment of manual, mechanical, or technical skills and knowledge, as specified by an occupation standard and demonstrated by an appropriate written and hands-on proficiency measurement.

ELECTRONIC MEDIA: Media that utilize electronics or electromechanical energy for the end user (audience) to access the content. Includes, but is not limited to, electronic storage media, transmission media, the Internet, extranets, lease lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic media and/or interactive distance learning.



EMPLOYER: Any person or organization employing an apprentice, whether or not such person or organization is a party to an apprenticeship agreement with the apprentice. A person, business, or company signatory to this sponsor's standards that is responsible for providing hours of work, supervision, wages, and/or benefits to apprentices in its employ as registered under these standards.

HYBRID OCCUPATION: An occupation using an apprenticeship approach that measures the individual apprentice's skill acquisition through a combination of a specified minimum number of hours of on-the-job learning and the successful demonstration of competency as described in a work process schedule.

JOB CORPS CENTER: Any of the federally funded Job Corps centers throughout the U.S. and Puerto Rico. Job Corps serves youths and young adults 16-24 years of age. Sponsors that wish to hire Job Corps graduates who are trained in any occupation covered under these standards and who meet the minimum qualifications for apprenticeship may do so via the direct entry provision described in Appendix D: Qualifications and Selection Procedures.

JOURNEYWORKER: A worker who has attained a level of skills, abilities, and competencies recognized within an industry as mastery of the skills and competencies required for the occupation. The term may also refer to a mentor, technician, specialist, or other skilled worker who has documented sufficient skills and knowledge of an occupation, either through formal apprenticeship or through practical on-the-job experience and formal training.

O*NET-SOC CODE: The Occupational Information Network (O*NET) codes and titles are based on the new Standard Occupational Classification (SOC) system mandated by the federal Office of Management and Budget for use in collecting statistical information on occupations. The O*NET classification uses an 8-digit O*NET-SOC code. Use of the SOC classification as a basis for the O*NET codes ensures that O*NET information can be readily linked to labor market information such as occupational employment and wage data at the national, state, and local levels.

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.

PROVISIONAL REGISTRATION: The 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 Registration Agency, as provided for in 29 CFR § 29.3(g) and (h).

REGISTERED APPRENTICESHIP PARTNERS INFORMATION DATA SYSTEM (RAPIDS): A federal system that provides for the automated collection, retention, updating, retrieval, and summarization of information related to apprentices and apprenticeship programs.



REGISTRATION AGENCY: The U.S. Department of Labor’s Office of Apprenticeship and/or a recognized State Apprenticeship Agency that has responsibility for registering apprenticeship programs and apprentices, providing technical assistance, conducting reviews for compliance with 29 CFR §§ 29 and 30, and conducting quality assurance assessments.

RELATED INSTRUCTION: An organized and systematic form of instruction designed to provide the apprentice with knowledge of the theoretical and technical subjects related to the apprentice’s occupation. Such instruction may be given in a classroom, through occupational or industrial courses, or by correspondence courses of equivalent value, electronic media, or other forms of self-study approved by the Registration Agency.

SPONSOR: Any person, association, committee, or organization that operates an apprenticeship program and in whose name the program is registered. That assumes the full responsibility for administration and operation of the apprenticeship program.

STANDARDS OF APPRENTICESHIP: This entire document, including all appendices and attachments hereto, and any future modifications and additions approved by the Registration Agency.

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

TRANSFER: A shift of apprenticeship registration from one program to another or from one employer within a program to another employer within that same program, where there is agreement between the apprentice and the affected apprenticeship committees or program sponsors.

UNION: The signatory union and any of its affiliated local unions party to a labor agreement with the signatory employer(s). SEIU (Service Employees International Union) and/or AFSCME (American Federation of State, County and Municipal Employees) and their affiliated local union(s) participating under these Standards of Apprenticeship.



SECTION XXVII - OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS

The National Center for Healthcare Apprenticeships' SEIU/AFSCME Joint Apprenticeship and Training Committee (NJATC), hereby adopts these Standards of Apprenticeship on this 25th Day August of 2017.

Jeff Cohen

Signature of Management

RM

Signature of Labor

Jeff Cohen

Printed Name

Rebecca Miller

Printed Name

Daniel Bustillo

Daniel Bustillo, Director of National Center for Healthcare Apprenticeships