

## Registered Apprenticeship Standards



**APPRENTICESHIP STANDARDS**  
**DEVELOPED IN COOPERATION**  
**WITH:**

CONNECTICUT STATE DEPARTMENT OF EDUCATION &  
NATIONAL CENTER FOR GROW YOUR OWN (NCGYO)

**FOR THE OCCUPATION OF**  
**TEACHER**

**O\*NET-: 25-3099.00 RAPIDS Code: 3024 CB**

**REGISTERED AND CERTIFIED BY:**  
**Connecticut Department of Labor (CTDOL)**  
**Office of Apprenticeship & Training (OAT)**

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**CONNECTICUT STATE APPRENTICESHIP DIRECTOR**

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**COMMISSIONER / CHAIR**  
**CONNECTICUT STATE APPRENTICESHIP COUNCIL**

**REGISTERED AS PART OF THE NATIONAL APPRENTICESHIP SYSTEM IN**  
**ACCORDANCE WITH THE BASIC STANDARDS OF APPRENTICESHIP**  
**ESTABLISHED BY THE SECRETARY OF LABOR**

**REGISTRATION DATE:**

**MOST RECENT UPDATE:**

*The legal requirements relevant to registered apprenticeships are contained in 29 CFR §§ 29 and 30, Regulations of Connecticut State Agencies 31-5d-1 et seq., CGS 22m et seq., and all relevant guidance issued by the USDOL and CTDOL Offices of Apprenticeship*

## FOREWORD

The objective, design, and utilization of these Standards of Apprenticeship, as an onboarding program, is intended for individuals to be hired and trained as a Registered Apprentice in the occupation of **Teacher**. The **Connecticut State Department of Education (CSDE) and/or those that are subject to the participation agreement as members of the Joint Apprenticeship Training Committee (JATC)**, and the labor management partnership with the respective collective bargaining entity, have mutually agreed that in order to accomplish this, there must be well-structured, mentored, on-the-job learning combined with occupationally specific related instruction. Registered Apprenticeship, as an agreed upon structured workforce development program, is designed to augment an individual's skillset to full occupational proficiency via mentoring. The approved job title/classifications respective Employer is accountable for delivering on-the-job training in occupational skill sets necessary for mastering the skills to perform at the highest level of proficiency upon completion of the apprenticeship. The classification is specifically designed so that an apprentice will be assigned increasingly difficult and skilled tasks to perform, under close supervision. These Standards of Apprenticeship were developed in accordance with the basic standards recommended by the U.S. Department of Labor Office of Apprenticeship in conjunction with the State of Connecticut Department of Labor Office of Apprenticeship Training, which is the only USDOL authorized State Apprenticeship Agency for the State of Connecticut.

In furtherance of this objective, a Joint Apprenticeship Training Committee (JATC) shall be established to implement these Standards of Apprenticeship outlining all the terms and conditions for the qualification, recruitment, selection, employment, and training of apprentices. These standards will, upon adoption by the JATC, be submitted to the CTDOL OAT for approval. Such approval will be acquired before implementation of the program. The JATC reserves the right to discontinue at any time the apprenticeship program set forth herein. The JATC will notify the CTDOL OAT within 45 days in writing of any decision to cancel the program. The CTDOL OAT may initiate deregistration of these standards for failure of the JATC to abide by the provisions herein. Such deregistration will be in accordance with the CTDOL OAT regulations and procedures. The JATC will notify each apprentice of the cancellation of the program and the effect of the same. If the apprenticeship program is canceled at the JATC's request, the JATC will notify the apprentice(s) within 15 days of the date of the CTDOL OAT acknowledgment of the JATC request.

### **The below information shall also be listed in Appendix D**

#### **Program JATC Primary Contact**

NAME – TITLE – CONTACT INFO

#### **Designated Person to Receive, Process, and Dispose of Complaints to the JATC**

NAME – TITLE – CONTACT INFO

#### **Designated Person to Oversee Equal Opportunity Efforts and Affirmative Action Plan of the JATC**

NAME – TITLE – CONTACT INFO

LABOR/MANAGEMENT NAMES have elected to establish a Joint Apprenticeship and Training Committee to carry out the responsibilities and duties required of a Program Sponsor as described in these Standards of Apprenticeship on behalf of the DISTRICT, the respective Employer listed in Appendix D, and UNION, the respective union listed in Appendix D.

### **Structure of the Joint Apprenticeship and Training Committee (JATC)**

- A. Members of the JATC will be selected by the groups they represent.
- B. Membership will be composed of a non-equal number of representatives of the employer(s) and of the employees. JATC representatives shall include at minimum:
  - 2– Connecticut State Department of Education Representatives (Commissioner or designee, and Director of Talent)
  - 1- Connecticut Education Association Representative (president or designee)
  - 1– American Federation of Teachers - Connecticut Representative (president or designee)
  - 1 – Connecticut Association of Public-School Superintendent's Representative (president or designee)
  - 1 – American Association of Colleges of Teacher Education – Connecticut Representative (president or designee)
  - 1- Current Teacher Apprentice Representative, or Representative that has completed a Connecticut-based Teacher Apprenticeship program within the last two (2) years
  - 1-Connecticut Office of Apprenticeship Training (OAT) State Director, who shall serve as a non-voting advisory member of the JATC
- C. As the administrative agent for the JATC and these Standards of Apprenticeship, the role of recording secretary shall be performed by a person selected to serve the committee. The JATC Recording Secretary shall be appointed by the JATC Chairperson.
- D. Technical Assistance such from CT Department of Labor Office of Apprenticeship Training and/or other related instruction providers may be requested to advise the JATC.

### **Administrative Procedures**

- A. The JATC Chairperson shall be formally selected by a majority of JATC members. A new Chairperson shall be selected by the JATC at least every two (2) years. The Chairperson will determine the time and place of regular meetings in conjunction with the Recording Secretary, and the JATC shall meet at the call of the Chairperson.
- B. The Chairperson will have the power to vote on all questions affecting the apprenticeship described in these Standards of Apprenticeship.
- C. The JATC shall ensure all administrative actions taken by the JATC are in compliance with the CTDOL Office of Apprenticeship, including the coordination of individual Apprentices as they progress through the program as outlined by these Standards and Appendix A.

### **Responsibilities of the Joint Apprenticeship and Training Committee**

For issues regarding wages, hours, working conditions, and other issues covered by the CBA, non-probationary apprentices may seek resolution through the applicable grievance and arbitration procedures contained in the articles of the CBA. Nothing contained in these Standards shall supersede any provision of a CBA. The JATC will hear and resolve all complaints of violations concerning the apprenticeship agreement and the registered apprenticeship standards for which written notification is received. The JATC will make such rulings as it deems necessary in each individual case within 30 days of receiving the written notification. Any party of an apprenticeship agreement may consult with the CTDOL OAT 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 as listed in these Standards or in Appendix D. The JATC shall:

- A. Cooperate in the selection of apprentices as outlined in this program.
- B. Ensure that all apprentices are under written apprenticeship agreements registered with the CTDOL Office of Apprenticeship Training.
- C. Review and recommend apprenticeship activities in accordance with this program and ensure these Standards of Apprenticeship remain up to date in partnership with the CTDOL/OAT.

- D. Establish the minimum standards of education and OJT experience required of apprentices.
- E. Meet every three (3) month(s), as a recommendation, to review records and progress of each apprentice in training and recommend improvement or modification in training schedules, schooling, and other training activities. Written minutes of the meeting will be kept.
- F. Hear and resolve all complaints of violations of apprenticeship agreements.
- G. Ensure evaluations of apprentices' progress towards competencies as well as OJL/T and educational process experience of apprentices.
- H. Maintain records of all apprentices, showing their education, experience, and progress in learning the occupation. The JATC 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

Programs will also maintain all records relating to apprenticeship applications (whether selected or not), including, but not limited to, the JATC 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 JATC is required to maintain under 29 CFR 30, please refer to 29 CFR 30.12 All such records are the property of the JATC and respective agency and will be maintained for a period of 5 years from the date of last action. They will be made available to the CTDOL OAT upon request.

- I. Certify to the CTDOL OAT when apprentices have successfully completed their apprenticeship program. Upon satisfactory completion of the requirements of the apprenticeship program as established by these Standards, the JATC will so certify to the CTDOL OAT and request the awarding of a Certificate of Completion of Apprenticeship to the completing apprentice(s) contained in Appendix B. Such requests should use the "Certify Apprentice Completion" form AT-22 provided accompanied by the appropriate documentation for both on-the-job learning and the related instruction completion.
- J. Notify, within 45 days, the CTDOL OAT of all new apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, completions, and cancellations with explanation of causes. Apprentices subject to licensing law and prevailing wage law must be registered prior to being on the job.
- K. Supervise all the provisions of these Standards of Apprenticeship and be responsible, in general, for the successful operation of the standards by performing the duties here listed. Cooperate with public and private agencies, which can be of assistance in obtaining publicity to develop public support of apprenticeship. Keep in contact with all parties concerned, including apprentices, employers, and journey workers.
- L. Provide each apprentice with a copy of these standards, along with any applicable written rules/policies and require the apprentice to sign a acknowledgment receipt of same. This includes informing apprentices if any program costs, such as enrolling in required related instruction, will be their financial responsibility. This procedure will be followed whenever revisions or modifications are made to the rules and/or policies.
- M. If/when notified that an apprentice related instruction or on-the-job progress is found to be unsatisfactory, the JATC will determine whether the apprentice should continue in a probationary status and may require the apprentice to repeat a process or series of processes before advancing. 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 journey worker, the JATC will, after the apprentice has been given

adequate assistance and opportunity for corrective action, terminate the apprenticeship agreement and forward to the Connecticut OAT the appropriate form AT-9 located in Appendix B

### **Responsibilities of the Registered Apprentice**

Apprentices, having read these standards formulated by the JATC, agree to all the terms and conditions contained herein and agree to abide by the JATC 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 journey worker.

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. Work for the employer to whom the apprentice is assigned for the duration of the apprenticeship, unless the apprentice is reassigned to another employer, or the apprenticeship agreement is terminated by the sponsor.
- D. Agree to be represented by the applicable exclusive collective bargaining agent regarding wages, hours and working conditions.
- E. Attend all required related instruction. Any apprentice who was 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, the CTDOL OAT, and the respective union (if applicable and in accordance with any applicable CBA) with a plan and/or opportunity for corrective action.

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### **SECTION I – STANDARDS OF APPRENTICESHIP 29 CFR § 29.5**

- 1. Responsibilities of the sponsor: CSDE, respective district and union as listed in Appendix A and D** must conduct, operate, and administer this program in accordance with all applicable provisions of Title 29 Code of Federal Regulations (CFR) part 29, subpart A and part 30, and all relevant guidance issued by the Federal and State Office of Apprenticeship. The sponsor must fully comply with the requirements and responsibilities listed below and with the requirements outlined in the document “Requirements for Apprenticeship Sponsors Reference Guide.”

#### **Sponsors shall:**

- Ensure adequate and safe equipment and facilities for training and supervision and provide safety training for apprentices on-the-job and in related instruction. 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.
- Ensure there are qualified training personnel and adequate supervision on the job for necessary instruction and guidance to perform tasks safely, correctly, and efficiently.
- Ensure that all apprentices are under written apprenticeship agreements incorporating, directly or by reference, these Standards and the document “Requirements for Apprenticeship Sponsors,” and that meets the requirements of 29 CFR § 29.7. 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) signed by the JATC and the apprentice and approved by and registered with the CTDOL OAT Form AT-5. Such agreement will contain a statement making the terms and conditions of these

standards a part of the agreement as though expressly written therein. A copy of each Apprenticeship Agreement will be furnished to the apprentice, the JATC, CTDOL OAT, 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 JATC written rules and policies, and the apprenticeship agreement.

- Register all apprenticeship Standards and amendments and modifications with the Connecticut Department of Labor (CTDOL). These standards may be amended or modified at any time by the 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 JATC and will then be submitted to the CTDOL OAT 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.
- Submit apprenticeship agreements within 45 days of enrollment of apprentices to the CTDOL Office of Apprenticeship Training (CTDOL/OAT).
- Arrange for periodic evaluation of apprentices' progress in skills and technical knowledge, shall maintain appropriate progress records.
- Notify the Connecticut Department of Labor Office of Apprenticeship Training (CTDOL/OAT) within 45 days of all suspensions for any reason, reinstatements, extensions, transfers, completions and cancellations with explanation of causes. Notification shall be made using the contact information and form AT-9 in Appendix B.
- Make a good faith effort to obtain approval for educational assistance for a veteran or other individual eligible under chapters 30 through 36 of title 38, United States Code, and will not deny the application of a qualified candidate who is a veteran or other individual eligible for educational assistance described in the above for the purpose of avoiding making a good faith effort to obtain approval.
- Employer is required to provide each apprentice with a copy of these Standards, Requirements for Apprenticeship Sponsors Reference Guide, Appendices any applicable written rules and policies, the applicable CBA between the employer and collective bargaining agent, and require apprentices to sign an acknowledgment of their receipt. If the sponsor alters these Standards or any Appendices to reflect changes it has made to the apprenticeship program, the sponsor will obtain approval of all modifications from the CTDOL/OAT, then provide apprentices a copy of the updated Standards and Appendices and obtain another acknowledgment of their receipt from each apprentice.
- Adhere to Federal, State, and Local Law Requirements -- The Office of Apprenticeship's registration of the apprenticeship program described in these Standards of Apprenticeship and the registration of individual apprentices under the same program, does not exempt the program sponsor,

and/or any employer(s) participating in the program, and/or the individual apprentices registered under the program from abiding by any applicable Federal, State, and local laws or regulations relevant to the occupation covered by these Standards, including those pertaining to occupational licensing requirements and minimum wage and hour requirements. The program's Standards of Apprenticeship must also conform in all respects with any such applicable Federal, State, and local laws and regulations. Any failure by the program to satisfy this requirement may result in the initiation of deregistration proceedings for reasonable cause by the Office of Apprenticeship under 29 CFR § 29.8.

**2. Minimum Qualifications - 29 CFR § 29.5(b)(10)**

Applicants will meet the minimum qualifications specified in Appendix A and other requirements that may be established by the Connecticut State Department of Education and/or those that are subject to the participation agreement as members of the JATC. These qualification standards must be directly related to job performance in the apprenticeship program.

An apprentice must be at least 16 years of age, except where a higher age is required by law, and must be employed to learn an apprenticeable occupation. Include any additional qualification requirements as appropriate in Appendix A and Appendix D:

There is an educational requirement of

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There is a physical requirement of

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The following aptitude test(s) will be administered

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Other

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*(List all other requirements)*

**3. Apprenticeship Approach and Term - 29 CFR § 29.5(b)(2)**

The JATC/Agency/Union will select an apprenticeship training approach. The approach is notated in Appendix A, APPRENTICESHIP APPROACH.

**4. Work Process Schedule and Related Instruction Outline - 29 CFR § 29.5(b)(4)**

Every apprentice is required to participate in related instruction in technical subjects related to the occupation. Apprentices  will x will not be paid for hours spent attending related instruction classes. The Work Process Schedule and Related Instruction Outline are outlined in Appendix A.

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.

The JATC will indicate in Appendix A, and also in each Apprenticeship Agreement, whether apprentices will or will not be paid for hours spent attending related instruction classes. Subject to the CBA, the cost of coursework may be paid by the



JATC or the Apprentice. The JATC will inform all applicants to apprenticeship of any responsibility, inclusive but not limited to, instructional costs such as course fees, tuition, books, and/or supplies that are not covered by or reimbursed through the CBA or the JATC.

The JATC will inform each apprentice of the availability of college credit, if applicable. Many colleges will grant credit for apprenticeship through their Credit for Prior Learning process making the apprenticeship part of a path to a college degree.

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 JATC will take appropriate disciplinary action and may terminate the apprenticeship agreement after due notice to the apprentice and opportunity for corrective action and in accordance with the terms of the CBA.

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

The JATC will be responsible for reviewing and approving all institutions that are designated to serve as related instruction providers. The JATC may require any instructors employed by an approved related instruction provider to attend instructor training to meet the requirements of 29 CFR 29.5(b)(4)(i)(ii) or state regulations.

#### **5. Credit for Previous Experience - 29 CFR § 29.5(b)(12)**

Apprentice applicants seeking credit for previous experience gained outside the apprenticeship program must furnish such transcripts, records, affidavits, etc. that may be appropriate to substantiate the claim. JATC/District/CSDE will evaluate the request for credit and make a determination during the apprentice's probationary period. Credit will be based on demonstration of previous skills or knowledge equivalent to those identified in these standards. An applicant who is a veteran and who wishes to receive consideration for military training and/or experience must submit a DD-214 and Joint Services Transcript (JST) to the CTDOL OAT for a recommendation to be issued. The request for credit will be evaluated and a determination made by the JATC 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. The CTDOL OAT 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.

#### **6. Probationary Period – 29 CFR § 29.5(b)(8) and (20)**

Every applicant selected for apprenticeship will serve a probationary period, which may not exceed 25 percent of the length of the program, or 1 year whichever is shorter. The probationary period is notated in Appendix A, PROBATIONARY PERIOD.

During the probationary period, either the apprentice or the JATC may terminate the apprenticeship agreement, without stated cause, by notifying the other party in writing. Terminations within the probationary period are not subject to recourse

through the CBA. 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 canceled at the request of the apprentice or may be suspended or canceled by the JATC for reasonable cause after documented due notice to the apprentice and a reasonable opportunity for corrective action. In such cases, the JATC will provide written notice to the apprentice and to the CTDOL OAT of the final action taken.

**7. Supervision of Apprentices and Ratio of Apprentices to Journeyworkers - 29 CFR § 29.5(b)(7), 29 CFR § 29.5(b)(14);**

No apprentice shall work without proper, adequate, and immediate supervision of the journeyworker at-will.

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 or supervisor at all times who is responsible for making work assignments, providing OJL, and ensuring safety at the worksite.

The supervisor must make sure that the apprentice has the necessary instruction and guidance to perform tasks safely, correctly, and efficiently. Whereas an Apprentice may at times work independently with students in an instructional setting as part of their participation in the apprenticeship program, the Apprentice must have access to their supervisor ("Mentor") at all times. In no way, shape or form may an apprentice serve as a teacher-of-record during their apprenticeship term. Unless conducting such duties directly alongside their supervisor and as a result of their supervisor being assigned such duties, Apprentices may not be independently assigned duties during the instructional day that do not align with the intent of the apprenticeship program or the role of an apprentice, including but not limited to lunchroom monitoring, substitute teaching, study hall, office duty, or in-school suspension supervision.

The JATC shall establish a numeric ratio of apprentices to fully proficient workers (journeyworkers) consistent with proper supervision, training, safety, and continuity of employment throughout the apprenticeship. This numeric ratio of apprentices to journeyworkers shall be consistent with proper supervision, training, safety, and continuity of employment and applicable provisions in collective bargaining agreements, except where such ratios are expressly prohibited by the collective bargaining agreements. 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.

**8. Apprentice Wage Schedule - 29 CFR § 29.5(b)(5)**

Apprentices must be paid in accordance with the CBA and/or agreement reached between the Employer/District and the Collective Bargaining Agent. The wage schedule subject to the respective CBA is notated in Appendix A, APPRENTICE WAGE SCHEDULE.

**9. Equal Employment Opportunity and Affirmative Action**

### **Equal Opportunity Pledge - 29 CFR §§ 29.5(b)(21) and 30.3(c)(1)**

JATC/District/CSDE will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, gender, (including pregnancy), gender identity or expression, sexual orientation, genetic information, or because they are an individual with a disability or a person 40-years old or older.

JATC/District/CSDE 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.

The equal opportunity pledge applies to any additional protected bases, as applicable per the State of Connecticut.

The employer will include the equal opportunity pledge in job posting, employee handbook, and other appropriate materials designed to be seen by apprentices. The pledge should be communicated during orientation and periodic information sessions to inform and remind people connected with the apprenticeship program of the employer's commitment to equal opportunity.

### **Affirmative Action Program - 29 CFR §§ 29.5(b)(21), 30.4-30.9**

JATC/District/CSDE acknowledges that it will adopt an affirmative action plan in accordance with Title 29 CFR §§ 30.4-30.9 (required for sponsors with five or more registered apprentices by two years from the date of the sponsor's registration or by two years from the date of registration of the program's fifth (5<sup>th</sup>) apprentice). Information and technical assistance materials relating to the creation and maintenance of an affirmative action plan will be made available on the Office of Apprenticeship's website. The purpose of an affirmative action plan is to ensure equal opportunity and prevent discrimination in apprenticeship programs. Equal employment opportunity is required of every Registered Apprenticeship program and the requirements apply to the recruitment, selection, employment, and training of apprentices. The apprenticeship JATC will take affirmative steps to encourage and promote equal opportunity in order to create a work environment free from discrimination, and to address any barriers to equal opportunity in apprenticeship. Affirmative action is not mere passive nondiscrimination. It includes procedures, methods, and programs for the identification, positive recruitment, training, and motivation of present and potential apprentices from under-represented populations, including the establishment of goals and timetables. It is this action which will equalize opportunity in apprenticeship as to allow full utilization of the work potential of under-represented populations which include minorities and women. The overall result to be sought is equal opportunity in apprenticeship for all individuals participating in, or seeking entrance to, the Nation's labor force.

The development of an affirmative action plan (Appendix C) is encouraged for all sponsors and required for sponsors with 5 or more registered apprentices. New sponsors with 5 or more apprentices have a grace period of two (2) years after

registration to submit their affirmative action plan. Existing sponsors must submit affirmative action plans in accordance with 29 CFR 30.4 - 30.9 within two (2) years. The following requirements apply to all sponsors:

- **Assignment of Responsibility.** The sponsor has designated a person with appropriate authority to be responsible for overseeing its commitment to equal opportunity in registered apprenticeship.
- **Non-Discrimination.** All sponsors shall recruit, select, employ, and train apprentices, without discrimination because of race, color, religion, national origin, age, disability, gender, gender identity, sexual orientation, or genetic information; and
- **Uniform Treatment.** All sponsors shall uniformly apply 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 administration by the program sponsor; and
- **Universal Outreach.** The sponsor will implement measures to ensure that outreach and recruitment efforts for apprentices extend to all persons available for apprenticeship within the sponsor's relevant recruitment area without regard to race, gender, ethnicity, or disability. In furtherance of this requirement, the sponsor must either develop and update annually a list of recruitment sources (with contact information) that will generate referrals from all demographic groups within the recruitment area; or provide advance notice, preferably 30 days, of apprenticeship openings so that the recruitment sources can notify and refer candidates. Such notification must include documentation of the sponsor's equal opportunity pledge.
- **Programs Free of Harassment, Intimidation, and Retaliation.** All sponsors must ensure that all individuals connected with the operation of the sponsor's apprenticeship program receive anti-harassment training. This includes all apprentices and journey workers who regularly work with the apprentices. The training sessions must involve active participation by trainees and must include communications to apprentices and journey workers that harassing conduct will not be tolerated, the definition of harassment, the types of conduct that constitute harassment, and the right to file a harassment complaint.

#### **10. Selection Procedures - 29 CFR § 30.10**

Applicants will meet the minimum qualifications specified in Appendix A and other requirements that may be established by job classification, district, CBA and or the JATC. Every sponsor and those subject to Appendix D will adopt selection procedures for their apprenticeship programs, consistent with the requirements set forth in 29 CFR § 30.10(b). The selection procedures for each occupation for which the sponsor and those subject to Appendix D intends to train apprentices are notated in Appendix A, SELECTION PROCEDURES and entered as selection procedures for each occupation for which the sponsor intends to train apprentices. JATCs have the flexibility to design selection procedures following the guidelines in 41 CFR part 60-3 as provided/described in Appendix A.

#### **11. Complaint Procedures - 29 CFR §§ 29.5(b)(22), 29.7(k), 29.12, and 29 CFR § 30.14**

If an applicant or an apprentice believes an issue exists that adversely affects the apprentice's participation in the apprenticeship program or violates the provisions of the apprenticeship agreement or Standards, the applicant or apprentice may seek relief. Nothing in these complaint procedures precludes an apprentice from pursuing any other

remedy authorized under another Federal, State, or local law.

Below are the methods by which apprentices may send a complaint:

**Complaints regarding discrimination.**

Complaints must contain the complainant name, address, telephone number, and signature, the identity of the respondent, and a short description of the actions believed to be discriminatory, including the time and place. Generally, a complaint must be filed within 300 days of the alleged discrimination. A phone call, letter or visit to any Connecticut Commission on Human Rights Regional Office starts the process. An interview with an Intake Officer will be scheduled to help you file your sworn complaint. Complaints must usually be filed within 300 days from the date of the alleged act of discrimination or from the time that you reasonably became aware of the discrimination. Many discrimination complaints are also jurisdictional under federal law, which has a longer, 300-day filing period. The Connecticut Commission on Human Rights and Opportunities can take a complaint under federal law and send it to the U.S. Equal Employment Opportunity Commission, even if the complaint would be untimely under state law.

Complaints of discrimination should be directed to:

Connecticut Commission on Human Rights and Opportunities  
450 Columbus Blvd. Hartford, Connecticut 06103  
860-541-3400  
Additional contact info can be found at [CT.GOV/CHRO](http://CT.GOV/CHRO)

**Other General Complaints.**

The JATC will hear and attempt to resolve the matter if written notification from the apprentice is received within 15 days of the alleged violation(s). The sponsor will make such rulings as it deems necessary in each individual case within 30 days of receiving the written notification to:

- Name: <TBD by JATC>
- Address: <TBD by JATC>
- Telephone Number: <TBD by JATC>
- Email Address: <TBD by JATC>

Any complaint described that cannot be resolved by the JATC to the satisfaction of all parties may be submitted to the Registration Agency provided below.

**Registration Agency General Contact Information 29 CFR § 29.5(b)(17)**

The Registration Agency is the Connecticut Department of Labor’s Office of Apprenticeship Training.

Except for matters concerning discrimination or other equal opportunity matters, any controversy or difference arising under an apprenticeship agreement which cannot be adjusted, and which is not covered by a collective bargaining agreement, may be submitted by an apprentice, or the apprentice's authorized representative, to the CTDOL

OAT for review (CFR 29.12). Matters covered by a collective bargaining agreement are not subject to such review. The complaint must be in writing and signed by the complainant, or authorized representative, and must be submitted within 60 days of the final JATC decision. It must set forth the specific matter(s) complained of, together with relevant facts and circumstances. Copies of pertinent documents and correspondence must accompany the complaint. The CTDOL OAT will render an opinion within 90 days after receipt of the complaint, based upon such investigation of the matters submitted as may be found necessary, and the record before it. During the 90-day period, the CTDOL OAT will make reasonable efforts to affect a satisfactory resolution between the parties involved. If so resolved, the parties will be notified that the case is closed. Where an opinion is rendered, copies will be sent to all interested parties.

For all issues covered by a Collective Bargaining Agreement (CBA), apprentices must seek resolution through the applicable procedures contained in the CBA (if applicable, see Requirements for Apprenticeship Sponsors Reference Guide)

General inquiries, notifications and requests for technical assistance may be submitted to the Registration Agency using the contact information below:

Name: Connecticut DOL Office of Apprenticeship Training  
Address: 200 Folly Brook Blvd, Wethersfield, CT 06109  
Telephone Number: 860-263-6085  
Email Address: dol.apprenticeship@ct.gov

## **12. Reciprocity of Apprenticeship Programs 29 CFR § 29.13(b)(7)**

States must accord reciprocal approval for Federal purposes to apprentices, apprenticeship programs and standards that are registered in other States by the Office of Apprenticeship or a Registration Agency if such reciprocity is requested by the apprenticeship program sponsor.

Program sponsors seeking reciprocal approval must meet the wage and hour provisions and apprentice ratio standards of the reciprocal State.

## **SECTION II - APPENDICES AND ATTACHMENTS**

- Appendix A** – *Work Process Schedule, Related Instruction Outline, Apprentice Wage Schedule, Ratio of Apprentices to Journeyworkers, Type of Occupation, Term of Apprenticeship, Selection Procedures, Probationary Period, and applicable CBA*
- Appendix B** – *AT-5 Apprenticeship Agreement, AT-22 Application for Certification of Completion of Apprenticeship, and AT-9 Apprentice Separation Form*
- Appendix C** – *CSDE and District's Affirmative Action Plan*
- Appendix D** – *Employer (District/Union) Acceptance Agreement*

**SECTION III - VETERANS' EDUCATIONAL ASSISTANCE AS MANDATED BY PUBLIC LAW 116-134 (134 STAT. 276)**

Pursuant to section 2(b)(1) of the Support for Veterans in Effective Apprenticeships Act of 2019 (Pub. L. 116-134, 134 Stat. 276), by signing these program Standards the program sponsor official whose name is subscribed below assures and acknowledges to the U.S. Department of Labor's Office of Apprenticeship the following regarding certain G.I. Bill and other VA-administered educational assistance referenced below (and described in greater detail at the VA's website at: <https://www.va.gov/education/eligibility>) for which current apprentices and/or apprenticeship program candidates may be eligible:

- (1) The program sponsor is aware of the availability of educational assistance for a veteran or other eligible individual under chapters 30 through 36 of title 38, United States Code, for use in connection with a registered apprenticeship program;
- (2) The program sponsor will make a good faith effort to obtain approval for educational assistance described in paragraph (1) above for, at a minimum, each program location that employs or recruits a veteran or other eligible individual for educational assistance under chapters 30 through 36 of title 38, United States Code; and
- (3) The program sponsor will not deny the application of a qualified candidate who is a veteran or other individual eligible for educational assistance described in paragraph (1) above for the purpose of avoiding making a good faith effort to obtain approval as described in paragraph (2) above.

**NOTE:** The aforementioned requirements of Public Law 116-134 shall apply to "any program applying to become a registered apprenticeship program on or after the date that is 180 days after the date of enactment of this Act" (i.e., September 22, 2020). Accordingly, apprenticeship programs that were registered by a Registration Agency before September 22, 2020, are not subject to these requirements.

**SECTION IV PART 1 – COLLECTIVE BARGAINING PROVISIONS**

The employer must furnish to any union that is a collective bargaining agent of the employees to be trained a copy of its application for registration and of these Standards, including all attachments. The Connecticut State Department of Education and/or District and \_\_\_\_\_ (*Union or Labor Organization*), as denoted in Appendix D, hereby adopt these Standards of apprenticeship on this \_\_\_\_\_ day of *Month Year*.

\_\_\_\_\_  
*Signature of CSDE Commissioner*

\_\_\_\_\_  
*Signature of Statewide Labor Representative*

\_\_\_\_\_  
*Printed Name and Title*

\_\_\_\_\_  
*Printed Name and Title*

\_\_\_\_\_  
*Signature of District Superintendent*

\_\_\_\_\_  
*Signature of District Labor Representative*

\_\_\_\_\_  
*Printed Name and Title*

\_\_\_\_\_  
*Printed Name and Title*

**SECTION IV PART 2 – SIGNATURES**

**OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS**

The undersigned sponsor hereby subscribes to the provisions of the foregoing Apprenticeship Standards formulated and registered by \_\_\_\_\_ (*CSDE Commissioner*), on this \_\_\_\_\_ day of (*Month/Year*).

The signatories acknowledge that they have read and understand the document titled “Requirements for Apprenticeship Sponsors Reference Guide” and that the provisions of that document are incorporated into this agreement by reference unless otherwise noted.

\_\_\_\_\_  
*Signature of Sponsor on behalf of the Connecticut State Department of Education*

\_\_\_\_\_  
*Printed Name and Title*

\_\_\_\_\_  
*Signature of Sponsor on behalf of the Collective Bargaining Entity*

\_\_\_\_\_  
*Printed Name and Title*



**SECTION V**

**DISCLOSURE AGREEMENT FOR NATIONAL PROGRAM STANDARDS AND LOCAL STANDARDS ONLY**

U.S. Department of Labor/Office of Apprenticeship (USDOL/OA) and the Connecticut Department of Labor Office of Apprenticeship Training (CTDOL/OAT) routinely makes public *general information* relating to Registered Apprenticeship programs. General information includes the name and contact information of the sponsor, the location of the program, and the occupation(s) offered. USDOL/OA routinely publicly releases the contents of applications for National Guidelines for Apprenticeship Standards.

In addition, sponsors submitting National Program Standards or Local Standards have the option of allowing USDOL/OA to share publicly the contents of a sponsor’s application for registration to assist in building a high-quality National Apprenticeship System. This may include a copy of the Standards, Appendix A, and Appendix D (as applicable), but not completed versions of CTDOL/OAT Form AT-5 or Appendix C “Affirmative Action Plan” because those documents are submitted after a sponsor’s application is approved and the program is registered. *Please note that OA will consider a sponsor’s application as releasable to the public unless the sponsor requests non-disclosure by signing below.*

We, \_\_\_\_\_ (*District/Union/JATC Representatives*), acting on behalf of CSDE, request that USDOL/OA nor CTDOL/OAT *not* publicly disclose this application, other than general information about the program, as described above as it is considered confidential commercial information and steps are taken to preserve it. Further, I understand that if USDOL/OA and CTDOL/OAT receives a request for this application pursuant to 5 U.S.C. 552, we may be contacted to support both OA’s withholding of the information, including in litigation, if necessary. I understand that my request that USDOL/OA and CTDOL/OAT not publicly disclose this application will remain in effect, including with respect to subsequent amendments to this application, unless and until I notify USDOL/OA and CTDOL/OAT otherwise.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Date*