

E. Apprenticeship Standards

**NATIONAL
STANDARDS OF APPRENTICESHIP
DEVELOPED BY THE
TIMBER FRAMERS GUILD**

FOR THE OCCUPATION

**TIMBER FRAMER
(ROUGH CARPENTER)**

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Approved by the
U.S. Department of Labor
Office of Apprenticeship

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

These Timber Framers Guild (the Sponsor) Apprenticeship Standards have as their objective, the training of timber framers skilled in all phases of the industry. The Sponsor recognizes that in order to accomplish this, there must be well-developed on-the-job learning combined with related instruction.

This recognition has resulted in the development of these Standards of Apprenticeship. They were developed in accordance with the basic standards recommended by the U.S. Department of Labor, Office of Apprenticeship, as a basis from which the Sponsor can work to establish apprenticeship training program that meets the particular needs of the timber frame industry.

Because timber framing is a small industry, the Sponsor hereby assumes the role of coordinating and administering this Apprenticeship program since individual shops spread across the country do not have the collective resources to do so. Also, the nature of the industry will require a mobile workforce that will benefit most from training at a variety of shops with different specialties and work environments. The Standards set forth here form the overall structure for the Apprenticeship, and have the following purposes:

- A. To encourage careful selection of persons entering the trade with due regard to health, physical fitness, aptitude, attitudes and personal characteristics.
- B. To provide an approved plan of training which will equip such persons for profitable employment
- C. To relate the future supply of skilled workers to profitable employment demands.
- D. To assure that the employer may obtain the services of proficient crafts workers.
- E. To provide the public with the highest possible grade of products and services in conformity with approved practices of safety and job skills.

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 for training and related instruction under these Standards, and who is registered with the Registration Agency.

APPRENTICE ELECTRONIC REGISTRATION (AER): Is 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.

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

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

EMPLOYER: Means any person or organization employing an apprentice whether or not such person or organization is a party to an Apprenticeship Agreement with the apprentice.

HYBRID OCCUPATION: In addition to time-based occupations which have a fixed set time for completion and competency/performance-based occupations, a third alternative has evolved which, in effect, is a "hybrid" of the two types of occupations previously mentioned. This third type of training method is basically a combination of time and performance considerations whereby work processes are developed with a minimum - maximum time/hours for each task or job requirement.

INDIRECT SUPERVISION: "Indirect supervision" means that the apprentice's work must be physically examined on a daily basis by a journeyworker or master for correctness, and that a journeyworker is always within close enough physical proximity to the apprentice to address any questions or problems that might

occur. This supervision must be maintained in both a shop and on-site work environment.

JOURNEYWORKER: A worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required for the occupation. (Use of 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.

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

REGISTRATION AGENCY: Means the U.S. Department of Labor, Office of Apprenticeship or a recognized State Apprenticeship Agency that has responsibility for registering apprenticeship programs and apprentices; providing technical assistance; conducting reviews for compliance with Title 29, CFR parts 29 and 30 and quality assurance assessments.

RELATED INSTRUCTION: An organized and systematic form of instruction designed to provide the apprentice with the 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: The Timber Framers Guild, in whose name the Standards of Apprenticeship will be registered, and which will have 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 or additions approved by the Registration Agency.

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

TRANSFER: A shift of apprenticeship agreement 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 committee or program sponsor.

SECTION I – PROGRAM ADMINISTRATION

An Apprenticeship Training Committee (ATC) will carry out the responsibilities and duties required of the Sponsor as described in these Standards of Apprenticeship. A list of the membership and the areas of expertise they represent must be provided to the Registration Agency. While the Office of Apprenticeship recommends that Program Sponsors utilize the services of an ATC, a sponsor may also elect to administer the program without the services of an ATC.

Structure of the Apprenticeship Program

- A. Membership will be composed of representatives appointed by the Sponsor. A minimum of two members must be journeyworkers in the timber framing trade.
- B. Technical Assistance - such as that from the U.S. Department of Labor, Office of Apprenticeship, State Apprenticeship Agencies, and vocational schools - may be requested to advise the sponsor.

Administrative Procedures:

- A. The sponsor will elect a Chairperson and a Secretary, and will determine the time and place of regular meetings which will take place every 6 (six) month(s).
- B. The Chairperson and Secretary will have the power to vote on all questions affecting apprenticeship

Responsibilities of the Sponsor:

- A. Cooperate in the selection of apprentices as outlined in this program.
- B. Ensure that apprentices are under written Apprenticeship Agreements and register the local apprenticeship standards and agreements with the appropriate Registration Agency.
- C. Review and recommend apprenticeship activities in accordance with this program.
- D. Establish the minimum standards of education and experience required of apprentices.
- E. Meet in person at least every 6 (six) month(s), and by conference call every two 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 the meeting will be kept.
- F. Determine the quality and quantity of experience on the job which apprentices should have and to make every effort toward their obtaining it.
- G. Hear and resolve all complaints of violation of Apprenticeship Agreements.
- H. Arrange tests or evaluations for determining the apprentice's progress in manipulative skills and technical knowledge.
- I. Maintain a record of all apprentices, showing their education, experience, and progress in learning the occupation.
- J. Determine the physical fitness of qualified applicants to perform the work of the occupation that may require a medical examination prior to their employment as apprentices.
- K. Advise apprentices on the need for accident prevention and provide instruction with respect to safety in the workplace.
- L. Certify that apprentices have successfully completed their apprenticeship program.
- M. Notify the appropriate 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.

- N. Supervise all the provisions of the standards and be responsible, in general, for the successful operation of the standards by performing the duties here listed by cooperating with public and private agencies which can be of assistance by obtaining publicity to develop public support of apprenticeship and by keeping in constant touch with all parties concerned; apprentices, employers and journeyworkers.

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

The recruitment, selection, employment, and training of apprentices during their apprenticeship, shall be without discrimination because of race, color, religion, national origin, or sex. The Sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations (CFR), part 30, as amended (insert state regulations here, if applicable).

SECTION III - AFFIRMATIVE ACTION PLAN – Title 29 CFR 29.5(b)(21) and 30.4

If the Timber Framers Guild (The Guild) employs five or more apprentices, the Guild will adopt an Affirmative Action Plan and Selection Procedures as required under Title 29, CFR part 30. It will be attached as Appendix C.

SECTION IV- QUALIFICATIONS FOR APPRENTICESHIP – Title 29 CFR 29.5(b)(10) (EXAMPLES)

Applicants will meet the following minimum qualifications:

A. Age

Apprentices must not be less than 18 years of age.

B. Education

Applicants shall be high school graduates or provide proof of equivalent educational attainment such as successful completion of the General Education Development (GED) tests. Each applicant shall submit, with the

completed application, a high school transcript or an official report of GED test results.

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 will pass a physical exam and pass a valid drug test upon acceptance into the program and prior to being employed. These tests will be paid for by the employer.

D. Aptitude Test

All applicants shall pass an examination designed to test the applicant's reading and math skills and aptitude for employment in the Timber Framing industry.

E. Resume'

All applicants must submit a resume'.

F. Interview

Applicants not eligible for Direct Entry are required to interview with the sponsor. This requirement may be waived at the sponsor's discretion.

G. Guild Membership

Applicants will be members in good standing of the Timber Framers Guild.

SECTION V - SELECTION OF APPRENTICES – Title 29 CFR 30.5

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

SECTION VI - APPRENTICESHIP AGREEMENT – Title 29 CFR 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) signed 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. A copy of each Apprenticeship Agreement will be furnished to the apprentice, the Sponsor, the Registration Agency, and the employer.

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 and the Apprenticeship Agreement.

The Registration Agency will be advised promptly of the execution of each Apprenticeship Agreement and will be given all the information required for registering the apprentice.

SECTION VII - RATIO OF APPRENTICES TO JOURNEYWORKERS – Title 29 CFR 29.5(b)(7)

Consistent with proper supervision, training, safety, and continuity of employment throughout the apprenticeship, the ratio of apprentices to journeyworkers will be one (1) apprentice to one (1) journeyworker. Only that number of apprentices will be employed as can be given proper supervision, training, and safe working conditions and can be assured of reasonable opportunity for employment on the completion of the apprenticeship.

SECTION VIII - TERM OF APPRENTICESHIP – Title 29 CFR 29.5(b)(2)

The term of the occupation will be three (3) years with an (OJL) attainment of 5000-7000 hours supplemented by the required hours of related instruction as stated on the Sample Work Process Schedule and Related Instruction Outline (Appendix A). Full credit will be given for the probationary period.

SECTION IX - PROBATIONARY PERIOD – Title 29 CFR 29.5(b)(8), (b)(19)

All applicants selected for apprenticeship will serve a probationary period of not less than six (6) months 1000 hours of OJL.

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 canceled at the request of the apprentice, or may be suspended or canceled 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 X - HOURS OF WORK

Apprentices will generally work the same hours as 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 during a given segment will have the term of that segment extended until the required number of hours of training are accrued.

SECTION XI - APPRENTICE WAGE PROGRESSION – Title 29 CFR 29.5(b)(5)

Apprentices will be paid a progressively increasing schedule of wages 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 journeyworker status, the Sponsor will evaluate all progress to determine whether advancement has been earned by satisfactory performance in their 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 will be an increasing percentage of the journeyworker wage rate. The percentages that will be applied to the applicable journeyworker rate are shown on the attached Sample 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 which may be applicable. In no case will the starting wages of apprentices be less than that required by any minimum wage law which may be applicable.

SECTION XII - CREDIT FOR PREVIOUS EXPERIENCE – Title 29 CFR 29.5(b)(12) and 30.4(c)(8)

The Sponsor 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 Sponsor must submit the request at the time of application and furnish such records, affidavits, and other information deemed appropriate by the Sponsor to substantiate the claim. Applicants requesting such credit 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 XIII - WORK EXPERIENCE – Title 29 CFR 29.5(b)(3) and 30.8

During the apprenticeship the apprentice will receive such 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 supervisor of the apprentice(s).

The amount of time recommended for each phase is shown in the Work Process Schedule in Appendix A. The order in which this training is given will be determined by the workflow on the job and will not necessarily be in the order listed. The times allotted to these various processes are estimated times that the average Apprentice will require to learn each phase of the trade. If the training required is not part of the expertise of the journeyworker or employer the Apprentices currently works with, then the Apprentice will be allowed to obtain that training at another company or under another journeyworker, provided that journeyworker is recognized as qualified by the Sponsor. The Apprentice will be paid at the appropriate scale as mentioned above in Section XI as it relates to the journeyworker rate at the new company.

Given the widely dispersed nature of the timber framing industry, the variety of timber framing work that shops specialize in, and the goal of transferring

knowledge among shops, Apprentices will not be required to fulfill their Apprenticeship requirements under the same journeyworker or at the same employer.

Apprentices will be assessed as successfully completing each phase of the Work Processes by both completion of the required hours of training and also by achieving the Goals as outlined in the Apprenticeship Curriculum published by the Timber Framers Guild.

SECTION XIV - RELATED INSTRUCTION – Title 29 CFR 29.5(b)(4)

During each segment of training each apprentice is required to participate in coursework related to the job as outlined in Appendix A. For each occupation, the recommended term of apprenticeship will include no less than 144 hours of related instruction for the Timber Framer 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 school or other schools that can furnish related instruction; the apprentice may be required to take an alternate form of instruction that meets the approval of the Sponsor and the Registration Agency.

Such related and supplemental instruction may be given by classroom instruction, correspondence course, home study, or other form of approved self-study. Apprentices will not be paid for hours spent in classes of related instruction, but this time shall be considered as hours of work except where classes are held during regular working hours. Safety shall also be taught in related classes.

Any apprentice who is absent from related instruction classes, unless officially excused, will satisfactorily complete all course work missed before being advanced to the next period of training. In cases of failure of an apprentice to fulfill the obligations regarding related instruction (or OJL) 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.

Apprentices will be assessed as successfully completing each module of Related Training by both completion of the required hours and also by achieving the Goals as outlined in the Apprenticeship Curriculum published by the Timber Framers Guild.

SECTION XV - SAFETY AND HEALTH TRAINING – Title 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 Standards promulgated by the Secretary of Labor under 29 U.S.C. 651 et seq., as amended, dated December 29, 1970, and subsequent amendments to that law, or State Standards that have been found to be at least as effective as the Federal Standards

Apprentices will be taught that accident prevention is very largely a matter of education, vigilance, and cooperation and that they should strive at all times to conduct themselves in their work to ensure their own safety and that of their fellow workers.

SECTION XVI - SUPERVISION OF APPRENTICES – Title 29 CFR 29.5(b)(14)

To assure complete all around training at the trade apprentices shall be assigned to competent journeyworker recognized by the Sponsor who will be responsible for the direct supervision and instruction of the apprentice's on-the-job learning consistent with the following practices:

Supervision Required

1. A qualified journeyworker must supervise the work of an apprentice in the proper ratio prescribed in this standard. Supervision means the following: A journeyworker or master must be assigned to the job site and be able to give direction and check the work of the apprentice except during absences as required in the scope of business and otherwise provided in this section.
2. Except as otherwise provided in this section, an apprentice may not work without supervision of a journeyworker while engaging in an activity covered by the apprenticeship agreement or registered apprenticeship standards of the Sponsor.
3. Employers may work an apprentice in areas of experience with indirect supervision based on prior performance and a demonstration of

competency. "Indirect supervision" means that the apprentice's work must be physically examined on a daily basis by a journeyworker or master for correctness, and that a journeyworker is always within close enough physical proximity to the apprentice to address any questions or problems that might occur. This supervision must be maintained in both a shop and on-site work environment.

4. An apprentice who has completed no less than 70% (4000-5000 hours) of the apprentice's required term and is completely current with related instruction may work with indirect supervision, as defined in the previous clause (Section XVI – 3).

SECTION XVII - RECORDS AND EXAMINATIONS – Title 29 CFR 29.5(b)(6)

Each apprentice may be responsible for maintaining a record of his/her work experience/training on-the-job and in related instruction and for having this record verified by his/her supervisor at the end of each week. The apprentice will authorize an effective release of their completed related instruction records from authorities at the source of said instruction to the Sponsor. The record cards and all data, written records of progress evaluations, corrective and final actions pertaining to the apprenticeship, will be maintained by and will be the property of the Sponsor. This record will be included in each apprentice's record file maintained by the Sponsor.

Before each period of advancement, or at any other time when conditions warrant, the Sponsor will evaluate the apprentice's record to determine whether he/she has made satisfactory progress. If an apprentice's related instruction or on-the-job progress is found to be unsatisfactory, the Sponsor may determine whether the apprentice will continue in a probationary status, or require the apprentice to repeat a process or series of processes before advancing to the next wage classification. In such cases, the Sponsor will initiate a performance improvement plan with the apprentice.

Should it be found 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.

SECTION XVIII - MAINTENANCE OF RECORDS – Title 29 CFR 29.5(b)(23)

The Sponsor will maintain for a period of five (5) years from the date of last action, all records relating to apprentice applications (whether selected or not), the employment and training of apprentices, and any other information relevant

to the operation of the program. This includes, but is not limited to, records on the recruitment, application and selection of apprentices, and records on the apprentice's job assignments, promotions, demotions, layoffs, terminations, rate of pay, or other forms of compensation, hours of work and training, evaluations, and other relevant data. The records will permit identification of minority and female (minority and non-minority) participants. These records will be made available on request to the Registration Agency.

SECTION XIX. - CERTIFICATE OF COMPLETION OF APPRENTICESHIP – Title 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 in writing to the Registration Agency and request that a Certificate of Completion of Apprenticeship be awarded to the completing apprentice(s).

SECTION XX - NOTICE TO REGISTRATION AGENCY – Title 29 CFR 29.3(2)(d) and (e) and 29.5(b)(19)

The Registration Agency will be notified within 45 days of all new apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, modifications, completions, cancellations, and terminations of Apprenticeship Agreements and causes.

SECTION XXI - CANCELLATION AND DEREGISTRATION – Title 29 CFR 29.5(b)(18)

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 Timber Framers Guild reserves the right to discontinue at any time the apprenticeship program set forth herein. The Registration Agency will be notified promptly in writing of any decision to cancel the program.

Deregistration of these Standards may be initiated by the Registration Agency 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.

Within fifteen (15) days of cancellation of the apprenticeship program (whether voluntary or involuntary), the *Sponsor* will notify each apprentice of the cancellation and the effect of same. This notification will conform to the requirements of Title 29, CFR part 29.7.

SECTION XXII - AMENDMENTS OR MODIFICATIONS – Title 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 XXIII - ADJUSTING DIFFERENCES/COMPLAINT PROCEDURE – Title 29 CFR 29.5(b)(22) and 30(11)

The Sponsor will have full authority to supervise the enforcement of these Standards. Its decision will be final and binding on the employer, the sponsor, 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, relief may be sought through one or more of the following avenues, based on the nature of the issue:

Title 29 CFR 29.7 (k)

The Sponsor will hear and resolve all complaints of violations concerning the Apprenticeship Agreement and the registered Apprenticeship Standards, for which written notification is received within fifteen (15) days of violations. The Sponsor will make such rulings as it deems necessary in each individual case and within thirty (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 make disposition of complaints is: Apprenticeship Training Committee, Timber Framers Guild, P.O. Box 60, Becket, MA 01223. Fax: 888-453-0879.

Title 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 the apprenticeship program, may contact directly the Federal Equal Employment Opportunity Commission (EEOC), and/or the Registration Agency.

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

The complaint must be filed not later than one hundred eighty (180) days from the date of the alleged discrimination or specified failure to follow the equal opportunity standards, and in the case of complaints filed directly with the review body designated by the 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 thirty (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 in the apprenticeship program may be filed and processed under Title 29, CFR part 30, and the procedures as set forth above.

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

SECTION XXIV - TRANSFER OF AN APPRENTICE AND TRAINING OBLIGATION – Title 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 committee or program sponsors, and must comply with the following requirements:

- i. The transferring apprentice must be provided a transcript of related instruction and on-the-job learning by the committee or program sponsor:
- ii. Transfer must be to the same occupation; and
- iii. New apprenticeship agreement must be executed when the transfer occurs between the program sponsors.

The Sponsor may transfer an apprentice from one employer to another to provide continuous employment and to assure the apprentice more complete OJL experience in all aspects of the trade.

If a Sponsor is unable to fulfill its training obligation due to lack of work or failure to conform to the standards of apprenticeship, the Sponsor, with the consent of the apprentice, may move the affected apprentice(s) to other participating employers. This will provide the apprentice an opportunity for continuous employment and completion of their apprenticeship program. The Sponsor will also make available to the apprentice and the receiving employer the apprentice's training record. The apprentice must receive credit from the new employer for the training already satisfactorily completed.

If for any reason a layoff of an apprentice occurs, the Apprenticeship Agreement shall remain in effect unless cancelled by the Sponsor or the apprentice. Credit for related instruction shall be given when the apprentice continues such instruction during the layoff.

SECTION XXV - RESPONSIBILITIES OF THE APPRENTICE

Apprentices, having read these Standards formulated by the Sponsor and signed an Apprenticeship Agreement with the Sponsor agree to all the terms and conditions contained therein and agree to abide by the Sponsor's rules and policies, including any amendments, serve such time, perform such manual training, and study such subjects as the Sponsor may deem necessary to become a skilled Timber Framer.

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

Perform diligently and faithfully the work of the occupation and other pertinent duties assigned by the Sponsor and the employer in accordance with the provisions of these Standards.

Respect the property of the employer and abide by the working rules and regulations of the employer.

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.

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.

Develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of other fellow workers.

Conduct him/herself at all times in a creditable and ethical manner.

SECTION XXVI - TECHNICAL ASSISTANCE

Technical Assistance such as that from the U.S. Department of Labor, Office of Apprenticeship, 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 and/or public agencies to provide consultation and advice for the successful operation of their training program.