



**APPRENTICESHIP PROGRAM STANDARDS**  
**adopted by**

**HEAT AND FROST INSULATOR WORKERS JOINT APPRENTICESHIP TRAINING  
PROGRAM**

(sponsor name)

Occupational Objective(s):

SOC#

Term [WAC 296-05-015]

**ASBESTOS WORKER**

**47-2132.00**

**10,000 HOURS**



**APPROVED BY**  
**Washington State Apprenticeship and Training Council**  
**REGISTERED WITH**  
**Apprenticeship Section of Fraud Prevention and Labor Standards**  
Washington State Department Labor and Industries  
Post Office Box 44530  
Olympia, Washington 98504-4530

**APPROVAL:**

N/A

Provisional Registration

JULY 18, 2019

Standards Last Amended

JANUARY 28, 1956

Permanent Registration

By: MARK RIKER  
Chair of Council

By: CHRIS BOWE  
Secretary of Council

# **HEAT AND FROST INSULATOR WORKERS JOINT APPRENTICESHIP TRAINING PROGRAM**

## **INTRODUCTION**

This document is an apprenticeship program standard. Apprenticeship program standards govern how an apprenticeship works and have specific requirements. This document will explain the requirements.

The director of the Department of Labor and Industries (L&I) appoints the Washington State Apprenticeship and Training Council (WSATC) to regulate apprenticeship program standards. The director appoints and deputizes an assistant director to be known as the supervisor of apprenticeship who oversees administrative functions through the apprenticeship section at the department.

The WSATC is the sole regulatory body for apprenticeship standards in Washington. It approves, administers, and enforces apprenticeship standards, and recognizes apprentices when either registered with L&I's apprenticeship section, or under the terms and conditions of a reciprocal agreement. WSATC also must approve any changes to apprenticeship program standards.

Apprenticeship programs have sponsors. A sponsor operates an apprenticeship program and declares their purpose and policy herein to establish an organized system of registered apprenticeship education and training. The sponsor recognizes WSATC authority to regulate and will submit a revision request to the WSATC when making changes to an apprenticeship program standard.

Apprenticeships are governed by federal law (29 U.S.C 50), federal regulations (29 CFR Part 29 & 30), state law (49.04 RCW) and administrative rules (WAC 296-05). These standards conform to all of the above and are read together with federal and state laws and rules

Standards are changed with WSATC approval. Changes are binding on apprentices, sponsors, training agents, and anyone else working under an agreement governed by the standards. Sponsors may have to maintain additional information as supplemental to these standards. When a standard is changed, sponsors are required to notify apprentices and training agents. If changes in federal or state law make any part of these standards illegal, the remaining parts are still valid and remain in force. Only the part made illegal by changes in law is invalid. L&I and the WSATC may cooperate to make corrections to the standards if necessary to administer the standards.

Sections of these standards identified as bold **“insert text”** fields are specific to the individual program standards and may be modified by a sponsor submitting a revised standard for approval by the WSATC. All other sections of these standards are boilerplate and may only be modified by the WSATC. See WAC 296-05-003 for the definitions necessary for use with these standards.

Sponsor Introductory Statement (Required):

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The following Standards have been developed by the Western Insulation Contractors Association and the Asbestos Workers Local No. 7, and assisted by the Apprenticeship Section, Washington State Department of Labor and Industries.

### **I. GEOGRAPHIC AREA COVERED:**

The sponsor must train inside the area covered by these standards. If the sponsor wants to train outside the area covered by these standards, the sponsor must enter a portability agreement with a sponsor outside the area, and provide evidence of such an agreement for compliance purposes. Portability agreements permit training agents to use apprentices outside the area covered by the standards. Portability agreements are governed by WAC 296-05-009.

The area covered by these Standards shall be the counties of Chelan, Clallam, Douglas, Grays Harbor, Island, Jefferson, King, Kitsap, Kittitas, Lewis, Mason, Okanogan, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Whatcom and Yakima in the State of Washington. Rand and McNally's map shall be considered the official map of the trade.

### **II. MINIMUM QUALIFICATIONS:**

Minimum qualifications must be clearly stated and applied in a nondiscriminatory manner [WAC 296-05-015(17)].

Age: **Minimum age of 18.**

Education: **None**

Physical: **Must be able to perform the work of the trade.**

Testing: **Each applicant must submit to a test given by the Apprenticeship Committee. The test consists of basic trade related math and the ability to read and follow directions. The minimum passing score is 70%.**

Other:

- a. Applicant must possess a valid driver's license.**
- b. Applicant must provide documentation to verify employment eligibility (to fulfill I-9 requirements.)**
- c. Applicant must have dependable transportation to jobsites within the geographic area of these standards.**

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## **III. CONDUCT OF PROGRAM UNDER WASHINGTON EQUAL EMPLOYMENT OPPORTUNITY PLAN:**

Sponsors with five (5) or more apprentices must adopt an Equal Employment Opportunity (EEO) Plan and Selection Procedure (chapter 296-05 WAC and 29 CFR Part 30).

The recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of race, sex (including pregnancy and gender identity), sexual orientation, color, religion, national origin, age, genetic information, disability or as otherwise specified by law. The sponsor shall take positive action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required by the rules of the Washington State Apprenticeship and Training Council and Title 29, Part 30 of the Code of Federal Regulations.

### **A. Selection Procedures:**

- 1. Applications will be available to anyone who is interested and may be obtained in person at the local Apprenticeship Committee office Monday through Friday between 7 am and 3 pm. Applications will also be available at other places and times designated by the local Apprenticeship Committee, as needed.**

**Seattle Heat Frost/Firestop Workers  
Renton Technical College  
3000 NE 4th Street  
Building L, Room 101  
Renton, WA 98056**

- 2. Completed applications must be returned to the Apprenticeship Committee office and must be accompanied by documents to verify the applicant meets the minimum qualifications in Section II of these standards of apprenticeship. Applicants must provide a valid driver's license, proof of employment eligibility (such as Social Security Card), and proof of dependable transportation (such as vehicle registration) at time of application. Applicants must pass the basic trade related math test with a score of 70% or higher at the time the application is submitted. Applicants are encouraged to provide a resume and letters of recommendation from previous or current employers. Individuals fulfilling all requirements stated herein will be informed of their status as an eligible applicant.**
- 3. Interviews will be conducted at intervals designated by the Apprenticeship Committee. Demand for apprentices will be considered when scheduling interviews. It is the responsibility of each applicant to keep the Apprenticeship Committee informed of current contact information. Applicants scoring less than 70% at the interview will not be considered for apprenticeship. Failure to appear for a scheduled interview will result in removal from consideration of placement in the apprenticeship program.**

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Eligible applicants will be notified by first class mail of the interview date and location and given thirty (30) days to respond. The notice will state that failure to respond in writing or in person will result in removal from the list of eligible applicants and that further consideration will require reapplication.

Additionally, all applicants on the ranked list will be notified by first class mail of the interview date and location and given thirty (30) days to respond. This is an opportunity to improve their ranked score. The purpose includes purging the ranked list to retain those who demonstrate a continued interest in being considered for the apprenticeship program. Those who respond to the notice but provide a reason not to appear for another interview will retain their score. The notice will state that failure to respond in writing or in person will result in removal from the list of ranked applicants and that further consideration will require reapplication.

Each response will be date and time stamped. There will be thirty (30) interview slots available for each session. All applicants that responded to the written notice but are not scheduled for the current interview session will be sent notice by first class mail of the date and location of next interview session.

4. Each interview session shall be scheduled to provide enough time to interview each applicant notified to be present at the given sessions. Each applicant shall be interviewed by members of the Apprenticeship Committee Interviewers shall have available for review with regard to each applicant the following: application form, documentation verifying that all minimum qualifications were met, and other documentation the applicant has provided.

After a brief introduction, the Apprenticeship Committee will ask questions of the applicant with the purpose of finding out as much as possible about the applicant as an individual and about their capacity to participate in apprenticeship. Evaluations will be based on a standard of industry needs, and not by a comparison with other applicants. Questions for the interview and for purposes of evaluation will be on topics related to suitability for apprenticeship including:

- Work experience
- Mechanical abilities
- Willingness to accept direction
- Ambition and motivation

All applicants will be asked the same questions.

Applicants who have graduated from a Committee approved pre-apprenticeship program such as ANEW, SVI PACT, or other verifiable pre-apprenticeship programs, will be granted ten (10) additional points toward

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their total interview score. Proof of graduation is required to be provided at time of interview.

5. Following the interview session applicants with a score of 70% or better will be placed on the ranked list in order of score. Applicants will be selected for apprenticeship in descending order of ranked score. All applicants interviewed will be sent written notification of their ranked score.
6. Exceptions (Direct Entry):
  - a. An individual who signs an authorization card during an organizing effort wherein fifty percent (50%) or more of the employees have signed, whether or not the employer becomes signatory, an individual not qualifying as a journey-level worker shall be evaluated by the sponsor and registered at the appropriate period of apprenticeship based on previous work experience and related training. Minimum qualifications will be waived.
  - b. An employee of a non-signatory employer not qualifying as a journey-level worker when an employer becomes signatory shall be evaluated by the sponsor using constant standard non-discriminatory means and registered at the appropriate period of apprenticeship based on previous work experience and related training. Minimum qualifications will be waived.
  - c. A current or previous employee of a non-signatory employer, not qualifying as journey level who makes application as the result of organizing efforts, whether or not an employer becomes signatory, shall be evaluated by the committee and registered at the appropriate period of apprenticeship based on previous work experience and related training. Applicants must be at least 18 years of age and possess a valid driver's license. All remaining minimum qualifications will be waived.
  - d. An employer who has not signed a collective bargaining agreement and wishes to have their employees trained in the occupation covered by these standards of apprenticeship may enter into an agreement whereby the rate paid for apprenticeship training is equivalent to that which current employers pay. The employer's employees may receive direct entry into the apprenticeship program provided the employer sign a Training Agent agreement and each employee not qualified as a journey level worker meets the minimum qualifications.
  - e. Applicants who have graduated from a Committee approved accredited technical training school, may be given direct entry into the apprenticeship program. Entry of technical training school graduates

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shall be done without regard to race, color, religion, national origin, or sex.

- f. Military veterans may be given direct entry into the apprenticeship program. Such applicants must provide a DD-214. The Apprenticeship Committee shall evaluate the military training received for the purpose of granting appropriate credit toward the term of apprenticeship and registration at the appropriate wage step. Entry of military veterans shall be done without regard to race, color, religion, national origin, or sex.
- g. US Military Veterans with documented proof of being a Helmets to Hardhats participant may be given direct entry into this program. Such applicants must provide a DD-214.
- h. Consideration may be given to grant direct entry to those who meet criteria for "Local Hire" requirements in distressed areas, and to meet affirmative action and similar goals in Community Workforce Agreements, Project Labor Agreements, and Memorandums of Understanding provided the employer is an approved training agent.

**B. Equal Employment Opportunity Plan:**

**Nondiscrimination statement:**

The commitments contained in this Affirmative Action Program are not intended and shall not be used to discriminate against any qualified applicant or apprentice on the basis of race, color, religion, national origin, or sex. The sponsor shall take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under applicable law and lawful regulations issued there under.

The local Apprenticeship Committee shall:

- 1. Participate in workshops conducted by school districts, community based organizations and others in increase awareness of apprenticeship opportunities available.
- 2. Use minority and women (minority and non-minority) journey-level workers and apprentices to promote the Equal Employment Opportunity Plan.
- 3. Select from list of qualified applicants for apprenticeship, in other than ranked order so as to reach women (minority and non-minority) and minorities to meet goals and timetables set by the WSATC Compliance Review and Retention Subcommittee.
- 4. Grant credit for previous trade experience or trade-related courses for all applicants equally.

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### **C. Discrimination Complaints:**

Any apprentice or applicant for apprenticeship who believes they have been discriminated against may file a complaint with the supervisor of apprenticeship (WAC 296-05-443).

### **IV. TERM OF APPRENTICESHIP:**

The term of apprenticeship for an individual apprentice may be measured through the completion of the industry standard for on-the-job learning (at least two thousand hours) (time-based approach), the attainment of competency (competency-based approach), or a blend of the time-based and competency-based approaches (hybrid approach) [WAC 296-05-015].

**The term of apprenticeship shall be 10,000 hours of reasonably continuous employment, but in no case less than 5 years.**

### **V. INITIAL PROBATIONARY PERIOD:**

An initial probationary period applies to all apprentices, unless the apprentice has transferred from another program. During an initial probationary period, an apprentice can be discharged without appeal rights. An initial probationary period is stated in hours or competency steps of employment. The initial probationary period is not reduced by advanced credit or standing. During an initial probationary period, apprentices receive full credit for hours and competency steps toward completion of their apprenticeship. Transferred apprentices are not subject to additional initial probationary periods [WAC 296-05-003].

The initial probationary period is [WAC 296-05-015(22)]:

- A. the period following the apprentice's registration into the program. An initial probationary period must not be longer than twenty percent of the term of the entire apprenticeship, or longer than a year from the date the apprenticeship is registered. The WSATC can grant exemptions for longer initial probationary periods if required by law.
- B. the period in which the WSATC or the supervisor of apprenticeship may terminate an apprenticeship agreement at the written request by any affected party. The sponsor or the apprentice may terminate the agreement without a hearing or stated cause. An appeal process is not available to apprentices in their initial probationary period.

**The initial probationary period shall not exceed the first 2000 hours of employment as an apprentice.**



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### **VI. RATIO OF APPRENTICES TO JOURNEY LEVEL WORKERS**

Supervision is the necessary education, assistance, and control provided by a journey-level employee on the same job site at least seventy-five percent of each working day, unless otherwise approved by the WSATC. Sponsors ensure apprentices are supervised by competent, qualified journey-level employees. Journey level-employees are responsible for the work apprentices perform, in order to promote the safety, health, and education of the apprentice.

- A. The journey-level employee must be of the same apprenticeable occupation as the apprentice they are supervising unless otherwise allowed by the Revised Code of Washington (RCW) or the Washington Administrative Code (WAC) and approved by the WSATC.
- B. The numeric ratio of apprentices to journey-level employees may not exceed one apprentice per journey-level worker [WAC 296-05-015(5)].
- C. Apprentices will work the same hours as journey-level workers, except when such hours may interfere with related/supplemental instruction.
- D. Any variance to the rules and/or policies stated in this section must be approved by the WSATC.
- E. The ratio must be described in a specific and clear manner, as to the application in terms of job site, work group, department or plant:

**The ratio of apprentices shall equal a minimum ratio of one (1) apprentice to three (3) Local #7 or journey-level workers mechanics employed in each shop.**

### **VII. APPRENTICE WAGES AND WAGE PROGRESSION:**

- A. Apprentices must be paid at least Washington's minimum wage, unless a local ordinance or a collective bargaining agreement require a higher wage. Apprentices must be paid according to a progressively increasing wage scale. The wage scale for apprentices is based on the specified journey-level wage for their occupation. Wage increases are based on hours worked or competencies attained. The sponsor determines wage increases. Sponsors must submit the journey-level wage at least annually or whenever changed to the department as an addendum to these standards. Journey-level wage reports may be submitted on a form provided by the department. Apprentices and others should contact the sponsor or the Department for the most recent Journey-level wage rate.
- B. Sponsors can grant advanced standing, and grant a wage increase, when apprentices demonstrate abilities and mastery of their occupation. When advanced standing is granted, the sponsor notifies the employer/training agent of the wage increase the apprenticeship program standard requires.

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### **C. Wage Progression Schedules**

Step	Hour Range or competency step	Percentage of journey-level wage rate*
<b>1</b>	<b>0 – 2000 hours (0 – 12 months)</b>	<b>45%</b>
<b>2</b>	<b>2001 – 4000 hours (13 – 24 months)</b>	<b>55%</b>
<b>3</b>	<b>4001 – 6000 hours (25 – 36 months)</b>	<b>65%</b>
<b>4</b>	<b>6001 – 8000 hours (37 – 48 months)</b>	<b>75%</b>
<b>5</b>	<b>8001 – 10,000 hours (49 – 60 months)</b>	<b>85%</b>

**Fringe rates and wages shall be paid as a percentage of the Base journeymen Wage Rate that has the lowest benefit contribution and thus the highest on the check amount. This calculated Journey-Level Wage Rate will be submitted to the Department annually or as changed.**

**No apprentice shall be paid more than the wage rate (including vacation) applicable to his/her rank in the trade.**

**The apprentice is eligible for consideration of advancement to the next wage step at the end of a 12 month period if a minimum of 1600 hours of on-the-job training (OJT) is accumulated within that period.**

### **VIII. WORK PROCESSES:**

The apprentice shall receive on the job instruction and work experience as is necessary to become a qualified journey-level worker versed in the theory and practice of the occupation covered by these standards. The following is a condensed schedule of work experience, which every apprentice shall follow as closely as conditions will permit. The following work process descriptions pertain to the occupation being defined.

- A. To prevent accidents and to observe the state safety law and orders of the Division of Occupational Safety and Health applying to the industry and orders of industry, each employer will provide necessary safety training for each apprentice prior to the apprentice's use or operation of any equipment and to the performance on any job operation. This on-the-job training in safe practices will be supplemented in the related instruction.**
- B. The employer will cooperate with the Apprenticeship Committee as appropriate in their function of providing for first-aid training of apprentices.**
- C. The major work processes in which the apprentices will be trained will include preparation, alteration, application, erection, assembling, molding praying, pouring, mixing, hanging, adjusting, repairing, dismantling, removing, reconditioning, maintenance, finishing, and/or weatherproofing of hot or cold**

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surfaces with such materials as may be specified, when those materials are to be installed for the purpose of thermal insulation in voids or to create voids on either piping, fittings, valves, boilers, ducts, flues, tanks, vats, equipment or on any hot or cold surfaces for the purposes of thermal control or to be installed for sound control purposes on mechanical devices, equipment, piping, surfaces related in an integral way to the insulation of such mechanical devices, equipment and piping. This work also includes the handling and distribution of thermal insulation materials on the job site. Although not necessarily in the order listed, the approximate hours, not necessarily continuous, to be spent on each area as are follows:

#### D. Asbestos Worker:

### Approximate Hours

## APPLICATION OF INSULATION MATERIALS AND THEIR FINISHES

- 1. Commercial .....2700**  
**Plumbing-Heating-Air Conditioning (Ducts covering and**  
**linings including plenums). Fire stops and Fire proofing**  
**penetrations.**
- 2. Industrial and Process Plant .....2850**  
**Piping, vessels, equipment, etc. (Breechings, boilers, hoppers,**  
**pumps, storage tanks, etc.) Fire stops and Fire proofing**  
**penetrations.**
- 3. Refrigeration and Low Temperature.....1400**  
**(Piping, equipment, vessels and tanks, etc.)**
- 4. Ship and Marine Work.....2240**  
**(Piping, equipment, intakes, exhausts, heat exchangers,**  
**conditional air ducts, potable water, salt water flushing)**
- 5. Prefabrication.....800**  
**(Fittings, heads, pads, thermal tapes, miters, layouts, and rolled**  
**materials)**
- 6. Asbestos Awareness and Safety Training .....10**

**TOTAL HOURS: 10,000**

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### **IX. RELATED/SUPPLEMENTAL INSTRUCTION:**

The apprentice must attend related/supplemental instruction (RSI). Time spent in RSI shall not be considered as hours of work and the apprentice is not required to be paid.

RSI must be provided in safe and healthy conditions as required by the Washington Industrial Safety and Health Act and applicable federal and state regulations.

Hours spent in RSI are reported to L&I each quarter. Reports must show which hours are unpaid and supervised by a competent instructor versus all other hours (paid and/or unsupervised) for industrial insurance purposes.

For purposes of coverage under the Industrial Insurance Act, the WSATC is an employer and the apprentice is an employee when an unpaid, supervised apprentice is injured while under the direction of a competent instructor and participating in RSI activities.

If apprentices do not attend required RSI, they may be subject to disciplinary action by the sponsor.

A. The methods of related/supplemental training must be indicated below (check those that apply):

☒ Supervised field trips

☒ Sponsor approved training seminars (specify): **Various JATC approved training seminars including, but not limited to, OSHA 10, OSHA 30, and manufacturer specific training**

☒ Sponsor approved online or distance learning courses (specify): **International Association of Heat Frost Insulators & Allied Workers Online Training System**

☒ State Community/Technical college

☐ Private Technical/Vocational college

☒ Sponsor Provided (lab/classroom)

☒ Other (specify): **Asbestos Awareness Training**

B. **160** Minimum RSI hours per year defined per the following [see WAC 296-05-015(6)]:

☒ Twelve-month period from date of registration.\*

☐ Defined twelve-month school year: (insert month) through (insert month).

☐ Two-thousand hours of on the job training.

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*\*If no selection is indicated above, the WSATC will define RSI hours per twelve-month period from date of registration.*

### **C. Additional Information:**

- 1. A monthly attendance and progress report to the Apprenticeship Committee shall be made by the instructor.**
- 2. Satisfactory progress must be maintained in related training classes. Satisfactory progress will be defined as the accumulation of all necessary related instruction hours, a passing grade of 70% or better of possible points on all tests, quizzes and required assignments completed, as well as a complete and up to date JATC issued log book.**
- 3. The Apprenticeship Committee recommends that courses for asbestos workers be limited to those who are actually apprentices in the asbestos workers trade in accordance with these Standards.**

## **X. ADMINISTRATIVE/DISCIPLINARY PROCEDURES:**

### **A. Administrative Procedures:**

The sponsor may include in this section a summary and explanation of administrative actions performed at the request or on the behalf of the apprentice. Such actions may include but are not limited to:

- 1. Voluntary Suspension:** A temporary interruption in progress of an individual's apprenticeship agreement at the request of the apprentice and granted by the sponsor. The program sponsor shall review apprentices in suspended status at least once each year to determine if the suspension is still appropriate.
- 2. Advanced Standing or Credit:** The sponsor may provide for advanced standing or credit for demonstrated competency, acquired experience, training or education in or related to the occupation. All sponsors need to ensure a fair and equitable process is applied to all apprentices seeking advanced standing or credit per WAC 296-05-015(11).
- 3. Sponsor Procedures:**
  - a. To review the progress of each apprentice, all parties participating under the Standards may be asked for a report of each apprentice.**
  - b. Apprentices shall not be arbitrarily moved from one (1) employer to another unless it is to balance the ratio of mechanics to apprentices (3 to 1)**

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without prior notification to the Apprenticeship Coordinator, or to the Apprenticeship Committee if the coordinator is not available.

- c. Each individual apprentice will be judged on his/her own merit.
- d. Each apprentice employed under these Standards is required to apply themselves with diligence and care to the various tasks assigned to them, to protect the property and interests of their employer in a proper manner, to respect and obey rules of the firm, and to conduct themselves at all times in a creditable manner, realizing that much time, money and effort are expended in affording them the opportunity to become a skilled craftsman.
- e. Apprentices shall be rotated among employers once yearly unless it is determined by the JATC Coordinator that an apprentice is receiving sufficiently broad field training with an individual employer.
- f. No apprentice enrolled in this program shall be eligible to sit as a member of the Apprenticeship Committee.
- g. Allowance may be made for time off due to illness, vacation, seasonal and economic conditions affecting the availability of work as otherwise noted under the work processes schedule. No consideration shall be given to extended periods of interruptions in the work experience for personal or artificial reasons. Two thousand (2000) hours of work continuous employment in a twelve-month continuous period shall be considered reasonably continuous employment. However, the Apprenticeship Committee may, by special consideration, allow progress to the next year of advancement at the end of the apprentice's current twelve-month period if a minimum of 1600 hours of work has been accumulated within that period. An apprentice shall be considered to be available for work during the time from union dispatch until termination by the employer. During the period in which the apprentice is available for work, a minimum of 80% of the available hours must be worked or the apprentice will be called before the Apprenticeship Committee, which may result in Apprenticeship Agreement cancellation.
- h. An examination of the apprentice shall be given each year by the rate of pay. In these examinations, the Apprenticeship Committee shall use school attendance, progress on the job, and the daily employment record of the apprentice to determine his/her eligibility to receive the scheduled pay increase.
- i. It will be the responsibility of each apprentice to notify his/her employer and the Apprenticeship Committee two (2) weeks prior to taking a vacation. Each apprentice will be allowed only one absence, for vacation, from related classes during the regular school year.

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### **j. Local Apprenticeship Committee Policies**

- i. Safety Policy**
- ii. Alcohol and Controlled Substances Policy**
- iii. Employee Safety Responsibilities Policy**
- iv. General and Job Specific Safety Rules Policy**
- v. Emergency Procedures**
- vi. Personal Protective Equipment Requirements**
- vii. Hazard Communication Training Policy**
- viii. Return to Work and Training Policy**
- ix. Accident Prevention Plan & Policy**

### **B. Disciplinary Procedures**

1. The obligations of the sponsor when taking disciplinary action are as follows:
  - a. The sponsor shall be responsible for enacting reasonable policies and procedures and applying them consistently. The sponsor will inform all apprentices of their rights and responsibilities per these standards.
  - b. The sponsor shall notify the apprentice of intent to take disciplinary action and reasons therefore 20 calendar days prior to taking such action. The reason(s) supporting the sponsor's proposed action(s) must be sent in writing to the apprentice.
  - c. The sponsor must clearly identify the potential outcomes of disciplinary action, which may include but are not limited to discipline, suspension or cancellation of the apprenticeship agreement.
  - d. The decision/action of the sponsor will become effective immediately.
2. The sponsor may include in this section requirements and expectations of the apprentices and an explanation of disciplinary actions imposed for noncompliance. The sponsor has the following disciplinary procedures to adopt:
  - a. Disciplinary Probation: A time assessed when the apprentice's progress is not satisfactory. During this time the sponsor may withhold periodic wage advancements, suspend or cancel the apprenticeship agreement, or take further disciplinary action. A disciplinary probation may only be assessed after the initial probation is complete.
  - b. Disciplinary Suspension: A temporary interruption in the progress of an individual's apprenticeship agreement. Conditions will include not being allowed to participate in On-the-Job Training (OJT), go to Related Supplemental Instruction (RSI) classes or take part in any activity related to the Apprenticeship

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Program until such time as the sponsor takes further action. The program sponsor shall review apprentices in such status at least once each year.

- c. Cancellation: Refers to the termination of an apprenticeship agreement at the request of the apprentice, supervisor, or sponsor. [WAC 296-05-003].

### **3. Sponsor Disciplinary Procedures:**

- a. **All Apprentices are required to accept union dispatch to any employment under the appropriate bargaining agreement covering such employment. If dispatch is not accepted, the apprentice will be called before the Apprenticeship Committee, which may result in Apprenticeship Agreement cancellation.**

**Any apprentice employed by a signatory employer shall not voluntarily quit that employer. A violation of this Standard may result in apprenticeship agreement cancellation or citation for cause.**

- b. **Any apprentice called before the Apprenticeship Committee three (3) times for cause and found in violation of the Standards will be given a strike for cause for each violation after the third strike for cause face cancellation of his/her apprenticeship.**
- c. **If any apprentice fails (defined as less than 70% of possible points) the same examination, excluding a year end test or a journey-level exam, three (3) times, given at intervals of not less than seven (7) days and not greater than thirty (30) days, he/she will face cancellation of his/her apprenticeship. If any apprentice fails a year end test or journey-level exam he/she will have an additional 72 hours of related supplemental instruction to complete, over a period of not less than six (6) months before he/she can qualify for a retake of that same exam and/or qualify for advancement to the next wage progression.**
- d. **The apprentice must notify the Apprenticeship Committee office in writing, within seven (7) calendar days, of any school absence stating the reason for absence. Failure to do so will result in an automatic unexcused absence. An unexcused absence will mean that a one (1) calendar month extension will be added to the apprentice's next advancement after all other requirements have been met. When written communication is received from an apprentice in a timely manner as prescribed above concerning a school absence, the Apprenticeship Committee will examine the excuse at their next regular meeting to determine validity. If the excuse is found to be valid, a make-up class will be assigned and only that class will be considered a makeup. Make-up classes will be predetermined at the beginning of each school year not to exceed a maximum of two (2) per year for reasonable excuse, and up to three (3) additional for work purposes only. If the excuse**



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examined is found to be invalid, it will be considered unexcused and treated as such. More than one unexcused absence during a school year will be adequate reason for the Apprenticeship Committee to request the apprentice to appear before the Apprenticeship Committee for disciplinary action.

- e. Tardiness to class-related training will not be tolerated and apprentices may be called before the Apprenticeship Committee for cause.
- f. Any apprentice who is extended by the Apprenticeship Committee will be required to attend class-related instruction during the extension.
- g. Satisfactory progress will be defined as the accumulation of all necessary related instruction hours, a passing grade of 70% or better of possible points on all tests, quizzes and required assignments completed, as well as a complete and up to date JATC issued log book. Failure to maintain satisfactory progress in related training classes, as defined above may result in one or more of the following disciplinary actions:
  - i. Delay before advancement to the next wage progression.
  - ii. Citation for cause for failure to maintain satisfactory progress as outlined above.
  - iii. Additional hours of related instruction added to the term of apprenticeship.
  - iv. Cancellation of the apprenticeship agreement.

### **C. Apprentice Complaint Procedures:**

1. The apprentice must complete his/her initial probationary period in order to be eligible to file a complaint (WAC 296-05-105).
2. Complaints involving matters covered by a collective bargaining agreement are not subject to the complaint procedures in this section.
3. Complaints regarding non-disciplinary matters must be filed with the program sponsor within 30 calendar days from the date of the last occurrence. Complaints must be in writing.
4. If the apprentice disagrees with the resolution of the complaint or wishes to contest the outcome of a disciplinary action by the program sponsor, the apprentice must file a written request for reconsideration with the program sponsor within 30 calendar days from the date the apprentice received written notice of action by the program sponsor.
5. The program sponsor must reply, in writing, to the request for reconsideration within 30 calendar days from the date the program sponsor receives the request. The

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program sponsor must send a copy of the written reply to the apprentice within the 30 calendar days.

6. If the apprentice disagrees with the program sponsor's decision, the apprentice may file an appeal with the Apprenticeship Program, (WAC 296-05-105). If the apprentice does not timely file an appeal, the decision of the program sponsor is final after 30 calendar days from the date the program sponsor mails the decision to the apprentice. See section "D" below.

### **D. Apprentice Complaint Review/Appeals Procedures:**

1. If the apprentice disagrees with the program sponsor's decision, the apprentice must submit a written appeal to L&I's apprenticeship section within 30 calendar days from the date the decision is mailed by the program sponsor. Appeals must describe the subject matter in detail and include a copy of the program sponsor's decision.
2. The L&I apprenticeship section will complete its investigation within 30 business days from the date the appeal is received and attempt to resolve the matter.
3. If the Apprenticeship section is unable to resolve the matter within 30 business days, the Apprenticeship section issues a written decision resolving the appeal.
4. If the apprentice or sponsor is dissatisfied with L&I's decision, either party may request the WSATC review the decision. Requests for review to the WSATC must be in writing. Requests for review must be filed within 30 calendar days from the date the decision is mailed to the parties.
5. The WSATC will conduct an informal hearing to consider the request for review.
6. The WSATC will issue a written decision resolving the request for review. All parties will receive a copy of the WSATC's written decision.

## **XI. SPONSOR – RESPONSIBILITIES AND GOVERNING STRUCTURE**

The following is an overview of the requirements associated with administering an apprenticeship program. These provisions are to be used with the corresponding RCW and/or WAC. The sponsor is the policymaking and administrative body responsible for the operation and success of this apprenticeship program. The sponsor may assign an administrator or a committee to be responsible for day-to-day operations of the apprenticeship program. Administrators and/or committee members must be knowledgeable in the process of apprenticeship and/or the application of chapter 49.04 RCW and chapter 296-05 WAC and these standards. If applicable, sponsors must develop procedures for:

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### **A. Committee Operations (WAC 296-05-009): (Not applicable for Plant Programs)**

Apprenticeship committees must be composed of an equal number of management and non-management representatives from a minimum of four to a maximum of twelve members. Committees must convene meetings at least three times per year attended by a quorum of committee members as defined in these approved standards.

### **B. Program Operations:**

The sponsor will record and maintain records pertaining to the administration of the apprenticeship program and make them available to the WSATC or Department upon request. Records required by WAC 296-05-100 will be maintained for five (5) years; all other records will be maintained for three (3) years. Apprenticeship sponsors will submit required forms/reports to the Department of Labor and Industries through one of the two prescribed methods below:

Sponsors shall submit required forms/reports through assigned state apprenticeship consultant.

Or;

Sponsors shall submit required forms/reports through the Apprentice Registration and Tracking System (ARTS), accessed through Secure Access Washington (SAW).

Paper forms as well as ARTS external access forms are available from the sponsor's assigned apprenticeship consultant or online at:

<http://www.lni.wa.gov/TradesLicensing/Apprenticeship/FormPub/default.asp>.

1. The following is a listing of forms/reports for the administration of apprenticeship programs and the time-frames in which they must be submitted:
  - a. Apprenticeship Agreements – within first 30 days of employment
  - b. Authorization of Signature forms - as necessary
  - c. Approved Training Agent Agreements– within 30 days of sponsor action
  - d. Minutes of Apprenticeship Committee Meetings – within 30 days of sponsor approval (not required for Plant program)
  - e. Request for Change of Status - Apprenticeship/Training Agreement and Training Agents forms – within 30 days of action by sponsor.
  - f. Journey Level Wage Rate – annually, or whenever changed as an addendum to section VII. Apprentice Wages and Wage Progression.
  - g. Related Supplemental Instruction (RSI) Hours Reports (Quarterly):
    - 1st quarter: January through March, due by April 10
    - 2nd quarter: April through June, due by July 10
    - 3rd quarter: July through September, due by October 10
    - 4th quarter: October through December, due by January 10
  - h. On-the-Job Work Hours Reports (bi-annual)
    - 1st half: January through June, by July 30
    - 2nd half: July through December, by January 31

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2. The program sponsor will adopt, as necessary, local program rules or policies to administer the apprenticeship program in compliance with these standards. Requests for revision to these standards of apprenticeship must be submitted 45 calendar days prior to a quarterly WSATC meeting. The Department of Labor and Industries, Apprenticeship Section's manager may administratively approve requests for revisions in the following areas of the standards:
  - a. Program name
  - b. Sponsor's introductory statement
  - c. Section III: Conduct of Program Under Washington Equal Employment Opportunity Plan
  - d. Section VII: Apprentice Wages and Wage Progression
  - e. Section IX: Related/Supplemental Instruction
  - f. Section XI: Sponsor – Responsibilities and Governing Structure
  - g. Section XII: Subcommittees
  - h. Section XIII: Training Director/Coordinator
3. The sponsor will utilize competent instructors as defined in WAC 296-05-003 for RSI. Furthermore, the sponsor will ensure each instructor has training in teaching techniques and adult learning styles, which may occur before or within one year after the apprenticeship instructor has started to provide instruction.

### **C. Management of Apprentices:**

1. Each apprentice (and, if under 18 years of age, the parent or guardian) will sign an apprenticeship agreement with the sponsor, who will then register the agreement with the Department before the apprentice attends RSI classes, or within the first 30 days of employment as an apprentice. For the purposes of industrial insurance coverage and prevailing wage exemption under RCW 39.12.021, the effective date of registration will be the date the agreement is received by the Department.
2. The sponsor must notify the Department within 30 days of all requests for disposition or modification to apprentice agreements, which may include:
  - a) Certificate of completion
  - b) Additional credit
  - c) Suspension (i.e. military service or other)
  - d) Reinstatement
  - e) Cancellation
  - f) Corrections
  - g) Step Upgrades
  - h) Probation Completion date
  - i) Other (i.e., name changes, address)
  - j) Training Agent Cancellation
3. The sponsor commits to rotate apprentices in the various processes of the skilled occupation to ensure the apprentice is trained to be a competent journey-level worker.

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4. The sponsor shall periodically review and evaluate apprentices before advancement to the apprentice's next wage progression period. The evidence of such advancement will be the record of the apprentice's progress on the job and during related/supplemental instruction.
5. The sponsor has the obligation and responsibility to provide, insofar as possible, reasonably continuous employment for all apprentices in the program. The sponsor may arrange to transfer an apprentice from one training agent to another or to another program when the sponsor is unable to provide reasonably continuous employment, or they are unable to provide apprentices the diversity of experience necessary for training and experience in the various work processes as stated in these standards. The new training agent will assume all the terms and conditions of these standards. If, for any reason, a layoff of an apprentice occurs, the apprenticeship agreement will remain in effect unless canceled by the sponsor.
6. An apprentice who is unable to perform the on-the-job portion of apprenticeship training may, if the apprentice so requests and the sponsor approves, participate in related/supplemental instruction, subject to the apprentice obtaining and providing to the sponsor written requested document/s for such participation. However, time spent will not be applied toward the on-the-job portion of apprenticeship training.
7. The sponsor shall hear and decide all complaints of violations of apprenticeship agreements.
8. Upon successful completion of apprenticeship, as provided in these standards, and passing the examination that the sponsor may require, the sponsor will recommend the WSATC award a Certificate of Completion of Apprenticeship. The sponsor will make an official presentation to the apprentice who has successfully completed his/her term of apprenticeship.

### **D. Training Agent Management:**

1. The sponsor shall offer training opportunities for apprentices by ensuring reasonable and equal working and training conditions are applied uniformly to all apprentices. The sponsor shall provide training at an equivalent cost to that paid by other employers and apprentices participating in the program. The sponsor shall not require an employer to sign a collective bargaining agreement as a condition of participation.
2. The sponsor must determine whether an employer can adequately furnish proper on the job training to an apprentice in accordance with these standards. The sponsor must also require any employer requesting approved training status to complete an approved training agent agreement and to comply with all federal and state apprenticeship laws, and these standards.

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3. The sponsor will submit training agent agreements to the Department with a copy of the agreement and/or the list of approved training agents within thirty calendar days from the effective date. Additionally, the sponsor must submit rescinded training agent agreements to the Department within thirty calendar days of said action.

E. Committee governance (if applicable): (see WAC 296-05-009)

1. Apprenticeship committees shall elect a chairperson and a secretary who shall be from opposite interest groups, i.e., chairperson-employers; secretary-employees, or vice versa. If the committee does not indicate its definition of quorum, the interpretation will be “50% plus 1” of the approved committee members. The sponsor must also provide the following information:

**The Heat and Frost Insulator Workers Joint Apprenticeship Training Program shall be composed of three (3) members representing Washington Chapter Associated Insulation Contractors of Western States and three (3) members representing International Association of Heat and Frost Insulators and Asbestos Workers Local No. 7, Seattle and Tacoma, Washington.**

- a. Quorum: **SEE ABOVE**
- b. Program type administered by the committee: **GROUP JOINT**
- c. The employer representatives shall be:

**John Hernandez, Chairman  
Hudson Bay  
PO Box 80424  
Seattle, WA 98108**

**Rian Davis  
PCI  
422 South Forrest Street  
Seattle, WA 98134**

**Tim Hoey  
D&G  
PO Box 1330  
Sumner, WA 98390**

**Kevin Flanigan, Alternate  
PCI  
422 S Forest St  
Seattle, WA 98134**

- d. The employee representatives shall be:

**Greg Bowers, Secretary  
37185 26th Drive South  
Federal Way, WA 98003**

**Sean Coulter  
7020 East Polk Ave  
Port Orchard, WA 98366**

**Mike Nettekoven  
1204 30th Street NE  
Auburn, WA 98002**

**Todd Mitchell, Alternate  
14675 Interurban Ave. S.  
Tukwila, WA 98168**

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F. Plant programs

For plant programs the WSATC or the Department designee will act as the apprentice representative. Plant programs shall designate an administrator(s) knowledgeable in the process of apprenticeship and/or the application of chapter 49.04 RCW and chapter 296-05 WAC and these standards.

The designated administrator(s) for this program is/are as follows:

N/A

**XII. SUBCOMMITTEE:**

Subcommittee(s) approved by the Department, represented equally from management and non-management, may also be established under these standards, and are subject to the main committee. All actions of the subcommittee(s) must be reviewed by the main committee. Subcommittees authorized to upgrade apprentices and/or conduct disciplinary actions must be structured according to the same requirements for main committees.

NONE

**XIII. TRAINING DIRECTOR/COORDINATOR:**

The sponsor may employ a person(s) as a full or part-time training coordinator(s)/ training director(s). This person(s) will assume responsibilities and authority for the operation of the program as are delegated by the sponsor.

**Larry Nettekoven  
Renton Technical College  
3000 N.E. 4th St., Box #20  
Renton, WA 98056**