# FP&M Apprenticeship 'Pilot' Program - Painter Standards and Procedures

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# INTRODUCTION

The Division of Facilities Planning & Management is launching a *pilot* apprenticeship program January 2023. The purpose of the Program is to build our talent pipeline with an employer-driven model that combines on-the-job-training and learning along with classroom instruction. The goal is to recruit, train and prepare skilled and diverse talent to work for UW-Madison as a Journey Worker in their designated trade. FP&M's *pilot* apprenticeship program shall comply with all applicable Wisconsin Apprenticeship Law (ss 106.01).

# **EQUAL OPPORTUNITY PLEDGE**

The University of Wisconsin-Madison is committed to providing equal opportunity and equal access in compliance with all applicable federal and state laws and regulations and University of Wisconsin System and university non-discrimination policies and procedures, including but not limited to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, and national origin, Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability, and the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age. Any apprentice or applicant for apprenticeship who believes that he/she/they 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/they selection have not been followed in the operation of an apprenticeship program may file a complaint with the FP&M Human Resources Department, the UW-Madison Office of Human Resources Workforce Relations Department or the UW-Madison Office of Compliance. In addition, FP&M will operate the apprenticeship program as required under 29 CFR § 30 and DWD 296.03.

# QUALIFICATIONS FOR AN APPRENTICESHIP

Applicants will meet the following minimum qualifications.

# A. Age

Minimum age required by FP&M for persons entering the apprenticeship program is 18 years of age.

# B. Education

A high school diploma, General Educational Development (GED) equivalency or other high school equivalency credential is required.

# 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.

# D. Aptitude Test

All applicants must pass one of the following assessments: (Appendix C)

- ACT
- Accuplacer Classic
- Accuplacer Next Gen

# RECRUITMENT

### APPRENTICE

FP&M will partner with community organizations (i.e., Urban League of Greater Madison), Dane County jobs and campus resources to post the apprenticeship opportunity.

The recruitment will be conducted by FP&M's Trades Apprenticeship Committee.

The Trades Apprenticeship Committee will consist of the following:

- FP&M Physical Plant Director of Maintenance Operations or designee
- FP&M Physical Plant Trades Employee (2)

- FP&M Human Resources Recruitment Specialist
- FP&M EID Committee Member (TBD)

The Trades Apprenticeship Committee will serve as the search and screen committee, as well as the interview panel, and will receive training on FP&M's recruitment, assessment and selection processes and procedures.

Applicants will submit a cover letter and resume, as well as 3 professional references. A former teacher will be considered a professional reference. Successful applicants will interview with the Trades Apprenticeship Committee members.

Selected applicants will be required to complete a mechanical aptitude test.

Offers will be extended via employment waiver.

# Mentor

The State of WI requires a 1-to-1 ratio for journey worker for each apprentice. As such, a primary mentor will be assigned to an apprentice, along with back-up mentors to fill in during primary mentor's vacation, illness, leave of absences or departure.

Mentors will be employed within the department the apprentice is employed in. The department supervisor will seek volunteers to serve as mentors. If there are insufficient volunteers, the department supervisor may assign staff to serve as mentors. The role of mentor will appear as a unique responsibility in the mentor's position description.

Mentors will receive mentor training prior to an apprentice joining the department. The mentor training will be conducted by Madison College.

# APPRENTICESHIP AGREEMENT

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). FP&M shall provide a copy of the apprenticeship agreement to the

apprentice and the Registration Agency.

Prior to signing the apprenticeship agreement, each selected applicant will be given an opportunity to read and review these standards, FP&M's written rules and policies, and the apprenticeship agreement.

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

# SUPERVISION OF APPRENTICES AND RATIOS

No apprentice shall work without proper or adequate supervision of the journey worker. 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 journey worker or supervisor at all times who is responsible for making work assignments, providing on-the-job (OTJ) training, and ensuring safety at the worksite.

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

FP&M will ensure a one-to-one ratio of apprentice to a fully proficient worker (journey worker) consistent with proper supervision, training, safety, and continuity of employment. Ratio of apprentices to fully proficient workers (journey worker) will be noted in Appendix A.

# TERM OF APPRENTICESHIP

The term of the occupation will be hybrid with an OJT attainment supplemented by the required hours of related instruction as stated on the Work Process Schedule and Related Instruction Outline (Appendix A).

Every applicant selected for apprenticeship will serve a probationary period. The probationary period cannot exceed 25 percent of the length of the program or 1 year, whichever is shorter. During the probationary period, either the apprentice or the sponsor may terminate the apprenticeship agreement, without stated cause, by notifying the other party in writing. The records for each probationary apprentice will be reviewed prior to the end of the probationary period. Records may consist of periodic reports regarding progression made in both the OJT and related instruction, and any disciplinary action taken during the probationary period.

Any probationary apprentice evaluated as satisfactory after a review of the probationary period will be given full credit for the probationary period and continue in the program. After the probationary period, the apprenticeship agreement may be cancelled at the request of the apprentice or may be suspended or cancelled by FP&M for reasonable cause after documented due notice to the apprentice and a reasonable opportunity for corrective action. In such cases, FP&M will provide written notice to the apprentice and to the Registration Agency of the final action taken.

### **HOURS OF WORK**

Apprentices will generally work the same hours as fully proficient workers (journey workers), 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 OJT during a given segment will have the term of that segment extended until they have accrued the required number of hours of training.

# APPRENTICE WAGE PROGRESSION

Apprentices will be paid a progressively increasing schedule of wages and fringe benefits during their apprenticeship based on the acquisition of increased

skill and competence on the job and in related instruction. Before an apprentice is advanced to the next segment of training or to fully proficient or journey worker status, FP&M will evaluate all progress to determine whether advancement has been earned by satisfactory performance in OJT and in related instruction courses. In determining whether satisfactory progress has been made, FP&M will be guided by the work results and related instruction records and reports.

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

### **WORK EXPERIENCE**

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

# RELATED INSTRUCTION

Every apprentice is required to participate in coursework related to the job as outlined in Appendix A. A minimum of 144 hours of related instruction is recommended for each year of the apprenticeship. Apprentices agree to take such courses as FP&M deems advisable. FP&M will secure the instructional aids and equipment it deems necessary to provide quality instruction.

Apprentices will be paid for hours spent attending related instruction classes.

Any apprentice who is absent from related instruction will satisfactorily complete all coursework missed before being advanced to the next period of training. In cases of failure of an apprentice to fulfill the obligations regarding related instruction without due cause, the sponsor will take appropriate disciplinary action and may terminate the apprenticeship agreement after due notice to the apprentice and opportunity for corrective action.

To the extent possible, related instruction will be closely correlated with the practical experience and training received on the job.

# SAFETY AND HEALTH TRAINING

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 (OSHA) 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.

# MAINTENANCE OF RECORDS

FP&M 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 On-the-Job training;
- 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.

FP&M will also maintain all records relating to apprenticeship applications (whether selected or not), including, but not limited to, FP&M's outreach, recruitment, interview, and selection process. Such records will clearly identify minority and female (minority and non-minority) applicants and must include, among other things, the basis for evaluation and for selection or rejection of each applicant.

All such records are the property of FP&M and will be maintained in accordance with the UW-Madison Record Retention policy. They will be made available to the Registration Agency upon request.

# CERTIFICATE OF COMPLETION OF APPRENTICESHIP

Upon satisfactory completion of the requirements of the apprenticeship program as established in this program, FP&M will so certify to the Registration Agency and request the awarding of a Certificate of Completion of Apprenticeship to the completing apprentice(s). Such requests may be completed electronically using the Registered Apprenticeship Partners Information Data System (RAPIDS) or in writing using the supplied U. S. Department of Labor, ETA, Office of Apprenticeship, Application for Certification of Completion of Apprenticeship Form (Appendix B), accompanied by the appropriate documentation for both on-the-job training and the related instruction as may be required by the Registration Agency.

# **Certificate of Training**

A Certificate of Training may be requested from and issued by the U.S. Department of Labor's Office of Apprenticeship, Office of the Administrator (the Registration Agency), only for a registered apprentice who has been certified by FP&M as having successfully met the requirements to receive an interim credential as identified in this program. The Registration Agency may require

that a record of completed on-the-job training and related instruction for the apprentice accompany such requests.

### NOTICE TO REGISTRATION AGENCY

The Registration Agency, for FP&M's apprenticeship program is the Joint Apprenticeship Committee (JAC), must be notified within 45 days of any apprentice action - e.g., registered, reinstated, extended, modified, granted credit, completed, transferred, suspended, canceled - and a statement of the reasons therefor.

# REGISTRATION, CANCELLATION, AND DEREGISTRATION

These standards will, upon adoption by FP&M, be submitted to the Registration Agency for approval. Such approval will be acquired before implementation of the program. FP&M reserves the right to discontinue at any time the apprenticeship program set forth herein. FP&M will notify the Registration Agency within 45 days in writing of any decision to cancel the program. The Registration Agency may initiate deregistration of these standards for failure of FP&M to abide by the provisions herein. Such deregistration will be in accordance with the Registration Agency's regulations and procedures. FP&M will notify each apprentice of the cancellation of the program and the effect of same. If the apprenticeship program is cancelled at FP&M's request, FP&M will notify the apprentice(s) within 15 days of the date of the Registration Agency's acknowledgment of the sponsor's request. If the Registration Agency orders the deregistration of the apprenticeship program, FP&M will notify the apprentice(s) within 15 days of the order. This notification will conform to the requirements of 29 CFR § 29.8.

# AMENDMENTS AND MODIFICATIONS

These standards may be amended or modified at any time by FP&M 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.

# **COMPLAINT PROCEDURE**

FP&M will have full authority to enforce these standards. Its decision will be final. If an applicant or an apprentice believes an issue exists that adversely affects his/her/they participation in the apprenticeship program or violates the provisions of the apprenticeship agreement or standards, the applicant or apprentice may seek relief through one or more of the following avenues, based on the nature of the issue: contacting the FP&M Human Resources Office, contacting the Office of Compliance, or contacting the UW-Madison Office of Human Resources and or filing a grievance in accordance with the University Staff Grievance policy.

# CONFORMANCE WITH FEDERAL LAWS AND REGULATIONS

No Section of the FP&M *pilot* apprenticeship program shall be construed as permitting violation of any Federal Law or Regulation.

# **DEFINITIONS**

**APPRENTICE:** Any individual employed by FP&M meeting the qualifications described in the FP&M apprenticeship *pilot* program standards and procedures who has signed an apprenticeship agreement with FP&M providing for training and related instruction under these standards and who registers with the Registration Agency.

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

APPRENTICESHIP JOINT COMMITTEE: Those persons designated by FP&M to act as a sponsor in the administration of the program, specifically as it pertains to the recruitment, assessment, and selection of apprentices. The joint committee is composed of: FP&M Physical Plant Director of Maintenance Operations or designee, FP&M Physical Plant Trades Employee (2), FP&M Human Resources Recruitment Specialist, FP&M EID Committee Member (TBD).

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

**CERTIFICATE OF TRAINING:** A credential that may be issued by the U.S. Department of Labor's Office of Apprenticeship Administrator to those registered apprentices whom FP&M has certified in writing to the Registration

Agency as having successfully met the requirements to receive an interim credential.

**HYBRID APPROACH:** Program sponsors who choose to use the hybrid approach to apprenticeship measures an individual's skills through a combination of hours of on-the-job learning and successful completion of competency as described in a work process schedule. The program must comply with the guidelines for the competency-based portion of the apprentice's term of apprenticeship.

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

**MENTOR:** A journey worker who has attained a level of skills, abilities, and competencies recognized within an industry as mastery of the skills and competencies required for the occupation.

**ON-THE-JOB TRAINING (OJT):** 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.

**REGISTRATION AGENCY:** The U.S. Department of Labor's 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 29 CFR §§ 29 and 30, and conducting quality assurance assessments.

The Registration Agency (Joint Apprenticeship Committee) is the U.S. Department of Labor, Office of Apprenticeship, (Corey Popp, Apprenticeship Training Representative, DWD, Bureau of Apprenticeship Standards State of WI, <a href="mailto:corey.popp@dwd.wisconsin.gov">corey.popp@dwd.wisconsin.gov</a>, 608-957-5224)

**SPONSOR:** The Division of Facilities Planning & Management is considered the sponsor for this *pilot* apprenticeship program and is registered. FP&M assumes the full responsibility for administration and operation of the apprenticeship program.

**SUPERVISOR OF APPRENTICE(S):** An individual designated by FP&M to supervise or have charge and direction of an apprentice.

# **APPENDIX A**

# **WORK PROCESS SCHEDULE**

**OCCUPATION TITLE:** Painter – Apprentice

This schedule is attached to and a part of these Standards for the above identified occupation.

# 1. TYPE OF OCCUPATION

Hybrid

### 2. TERM OF APPRENTICESHIP

 The term of the occupation is four (4) years with an OJL attainment of 5,840 hours, supplemented by the minimum required 400 hours of related instruction.

### 3. RATIO OF APPRENTICES TO JOURNEYWORKERS

 The apprentice to journey worker ratio is: 1 Apprentice to 1 Journey Worker(s), with identified journey worker back-ups in the event of primary journey work absence or departure.

### 4. APPRENTICE WAGE SCHEDULE

 Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current hourly journey worker wage rate, which is: \$35.76.

Year	% of wage	Hourly		
	rate	Rate		
1	60	\$21.46		
2	70	\$23.25		
3	75	\$26.82		

4	80	\$30.40
Completion	100	\$35.76

# 5. WORK PROCESS SCHEDULE:

The work process will include: (to be filled in by hiring manager)

The sponsor may modify the work processes to meet local needs prior to submitting these Standards to the appropriate Registration Agency for approval.

# 6. RELATED INSTRUCTION OUTLINE

Related Instruction: (to be filled in by program administrator)

Approximate Hours: (to be filled in by program administrator)

# **APPENDEX B**

# **Apprenticeship Agreement**

https://www.doleta.gov/oa/bul16/Bulletin\_2016-23\_AppendixB.pdf

# **APPENDEX C**

Aptitude Test Requirements

# **Approved Tests**

# Exam scores are valid for five (5) years.

- ACT: Offered through accredited testing centers, typically local high schools
- Next-Generation Accuplacer (available 2019-Present): This test is offered at many technical colleges or Big Step.
- Classic Accuplacer (limited availability): This test was offered by many technical colleges and was replaced by the Next-Generation Accuplacer in 2019. If an applicant has taken the Classic Accuplacer, their scores are valid for five years.

# Passing Score by Trade

Trade	ACT	ACT	Next-Gen	Next-Gen	Next-Gen	Classic	Classic	Classic
	Reading	Math	Accuplacer	Accuplacer	Accuplacer	Accuplacer	Accuplacer	Accuplacer
			Reading	Arithmetic	QAS	Reading	Arithmetic	Algebra
			(Minimum	(Minimum	(Minimum	(Minimum	(Minimum	(Minimum
			Score)	Score)	Score)	Score)	Score)	Score)
Carpentry	15	15	239	237		66	56	
Electrical	15	15	239	237		66	56	
Heat & Frost	12	15	209	237		40	55	
Insulating								
HVAC	15	16	239	250	216	66	66	33
Plumbing	16	15	239	237	216	66	66	33
Sheet Metal	15	16	239	250	216	66	66	33
Painter	15	15	237	237		74	47	
Steamfitting	15	15	239	237		66	56	

# **RESOURCES**

Wisconsin Apprenticeship Manual

https://dwd.wisconsin.gov/apprenticeship/pdf/wisconsin-apprenticeship-manual.pdf

FEDERAL EQUAL EMPLOYMENT OPPORTUNITY STANDARDS FOR APPRENTICESHIP PROGRAMS

https://docs.legis.wisconsin.gov/code/admin\_code/dwd/295\_296/296/04/1/a/2

State of Wisconsin CHAPTER 106 APPRENTICE, EMPLOYMENT AND EQUAL RIGHTS PROGRAMS

https://docs.legis.wisconsin.gov/statutes/statutes/106/i/01

US Department of Labor Program Registration and Apprenticeship Agreement <a href="https://www.doleta.gov/oa/bul16/Bulletin\_2016-23\_AppendixB.pdf">https://www.doleta.gov/oa/bul16/Bulletin\_2016-23\_AppendixB.pdf</a>

(SAMPLE)STANDARDS OF APPRENTICESHIP

https://www.dol.gov/sites/dolgov/files/ETA/apprenticeship/pdfs/Bulletin\_2016-25\_Attachment4\_Standards.pdf

The University of Arizona Facilities Management Apprenticeship Program <a href="https://www.fm.arizona.edu/#/apprenticeship">https://www.fm.arizona.edu/#/apprenticeship</a>