

NCIFTI Apprenticeship Sponsor/ Indenture Agreement



This Apprenticeship Sponsor/Indenture Agreement is made and entered into by and between:

A. Employer	Company Name	_____
<i>(hereinafter referred to as "Employer")</i>	Apprentice Supervisor	_____
	Phone	_____
	Email	_____
B. Apprentice	Apprentice Name	_____
<i>(hereinafter referred to as "Apprentice")</i>	Member Number	_____
	Phone	_____
	Email	_____
C. Apprenticeship	Name	North Central Illinois Finishing Trades Institute (NCIFTI)
<i>(hereinafter referred to as "NCIFTI")</i>	Director of Training	Stephen Lefaver
	Phone	630-966-1451
	Email	slefaver@ncifti.edu

WITNESSETH, WHEREAS ALL PARTIES (the Employer, the Apprentice, and the NCIFTI) desire to enter into an Agreement of Sponsored/Indentured Apprenticeship for the purpose and intent to promote and improve the partnership between ALL PARTIES and agree to appropriately support the preparation of a sufficient number of individuals to meet the long-term workforce needs of the industry, each party understands that this occurs primarily through the indenture and retention of apprentices throughout apprenticeship and agrees as follows:

That ALL PARTIES hereby agree to conformity with the current Collective Bargaining Agreement between Painters District Council No. 30 (PDC 30) and the Finishing Contractors Association of Illinois (FCAI), the NCIFTI Standards of Apprenticeship, and the NCIFTI Student Handbook, which are hereby incorporated into this agreement.

That the EMPLOYER agrees to provide reasonably continuous employment* to the APPRENTICE throughout the full term of apprenticeship for the purpose of providing on-the-job learning (OJL) in all aspects of the trade necessary to develop the skills and proficiency of a skilled Journey Worker and enabling the APPRENTICE to acquire the related technical instruction (RTI) as prescribed in the NCIFTI Student Handbook.

* NCIFTI Sponsor/Indenture Agreement Provisions and Guidelines related to "reasonable continuous employment" and "termination of the agreement" are provided on pages 3-5.

That the APPRENTICE agrees to learn and perform diligently and faithfully the work of the Trade/Craft for the EMPLOYER during the full term of Apprenticeship, complying with Company policy and the NCIFTI Standards of Apprenticeship and Student Handbook.

That EITHER PARTY may request the termination of this agreement* at any time, citing cause(s) with written notification to the NCIFTI and in accordance with the NCIFTI Sponsor/Indenture Agreement Provisions and Guidelines.

That the initiation and termination of this Sponsor/Indenture Agreement is subject to approval by the North Central Illinois Finishing Trades Institute Board of Trustees or Designee.

In witness thereof, we hereby sign this Agreement of Sponsor/Indenture:

Employer Signature _____ Date ____/____/____

Employer Authorization

Employer attests that they have reviewed and are committed to abide by the policy guidance outlined in the NCIFTI Sponsor/Indenture Agreement Provisions and Guidelines, included on pages 3-5.

Apprentice Signature _____ Date ____/____/____

APPROVED BY

NCIFTI Signature _____ Date ____/____/____

* NCIFTI Sponsor/Indenture Agreement Provisions and Guidelines related to "reasonable continuous employment" and "termination of the agreement" are provided on pages 3-5.

ADMIN USE ONLY

Apprentice _____

Employer _____

Initial Agreement Date _____

Agreement Results _____

NCIFTI Sponsor/Indenture Agreement Provisions & Guidelines



The following Provisions and Guidelines are outlined below for the purposes of providing further guidance related to the NCIFTI Apprenticeship Sponsor/Indenture Agreement for the Employer and the Sponsored/Indentured Apprentice. Employers of PDC 30 Journey Workers agree to appropriately support the preparation of a sufficient number of individuals to meet the long-term workforce needs of the industry and understand that this occurs primarily through the indenture and retention of apprentices.

- A. The **standard method** for an Employer to hire a “new” Apprentice is done with the understanding that they are bringing this person into employment and apprenticeship as a **Sponsored/Indentured Apprentice** and agree to provide reasonably continuous employment for the full term of apprenticeship (*See E below for provisions related to “reasonably continuous employment”*).
- a. An Employer shall notify the NCIFTI prior to hiring a Sponsored/Indentured Apprentice and provide the NCIFTI with the following within 24 hours of hiring the Sponsored/Indentured Apprentice:
 - i. A completed NCIFTI Apprenticeship Sponsor/Indenture Agreement signed by both the Employer and Sponsored/Indentured Apprentice.
 - ii. A Letter of Intent to Hire that includes the Apprentice’s name, last 4 digits of SSN, contact info, date of hire, and applicable apprenticeship program and level.
- B. **Exception 1:** Section 11.4 of the CBA – **Pre-Apprentice Permit**
- a. At the discretion of the NCIFTI, an Employer may be granted a Pre-Apprentice Permit to provide a trial period of employment for a prospective Sponsored/Indentured Apprentice (Pre-Apprentice). Before any Pre-Apprentice can work in the Union’s geographical jurisdiction, an Employer must obtain a Pre-Apprentice Permit from the NCIFTI for the applicant. An Employer authorized by the NCIFTI to hire a Pre-Apprentice shall be permitted to employ the Pre-Apprentice for a thirty (30) day probationary period from the date of employment, during which time, contributions to the Combined Funds shall not be required. If the permit is not obtained, the applicant shall be considered a Journey Worker for all purposes under this Agreement, including for wages and fringe benefits.
 - b. Pre-Apprentices shall be paid at the rate of fifty percent (50%) of the Journey Worker’s wage rate for the first thirty (30) days of employment.
 - c. An Employer may request a thirty (30) day extension, in writing, fifteen (15) days before the expiration of the Pre-Apprentice permit. Extensions shall be granted at the sole discretion of the NCIFTI.
 - d. An Employer shall not be granted a Pre-Apprentice Permit to employ a current or previously registered Apprentice.
 - e. An Employer shall not be granted a Pre-Apprentice Permit for any person for whom they utilized a Pre-Apprentice Permit previously, and shall be prohibited from utilizing a Pre-Apprentice Permit for any person who has worked as a Pre-Apprentice under the provisions of Section 11.4 of the CBA, for any period of time, on two prior occasions.
 - f. Pre-Apprentice Permits are only valid in PDC 30’s jurisdiction and may not be utilized on Davis Bacon/Prevailing Wage work.
 - g. Recurring Pre-Apprentice Permits not resulting in a Sponsor/Indenture Agreement may result in the rejection of subsequent requests.
- C. **Exception 2:** Section 11.3 of the CBA – **Temporary Employment of an Apprentice**
- a. An Employer wishing to employ an Apprentice temporarily without a Sponsor/Indenture Agreement may, at the discretion of the NCIFTI, hire an existing Registered Apprentice who shall be assigned to the Employer by the NCIFTI.

- b. The NCIFTI shall maintain a pool of Registered Apprentices available for hire temporarily. In consultation with the Employer, the NCIFTI will determine which Registered Apprentice within the pool is sufficiently trained and prepared to function as an Apprentice for the Employer. An Employer may only hire a Registered Apprentice temporarily from the pool, unless no Registered Apprentices are available from the pool, or unless the NCIFTI has determined that temporary placement of an available Registered Apprentice is unlikely to benefit either the Employer or the Apprentice.
 - c. If the NCIFTI has determined that no Registered Apprentices can be selected from the pool, the NCIFTI will provide the Employer with eligible candidates for apprenticeship from the NCIFTI's applicant list, which may include Affiliate Members of the Union, participants in pre-apprenticeship programming, and other individuals who have registered their interest in apprenticeship with the NCIFTI. Whether the Employer is allowed to hire a candidate for a temporary opportunity from the NCIFTI's applicant list is at the sole discretion of the NCIFTI. A Pre-Apprentice Permit, as described in Section 11.4 of the CBA, may also be permitted in this instance at the discretion of the NCIFTI.
 - d. Once the temporary hire of an Apprentice is approved by the NCIFTI, the Employer shall provide the NCIFTI, within 24 hours of hiring the Apprentice, a Letter of Intent to Hire that includes the Apprentice's name, last 4 digits of SSN, contact info, date of hire, and applicable apprenticeship program and level.
 - e. If an Employer employs a Registered Apprentice on a temporarily basis and has provided reasonably continuous employment to that Apprentice for a period of six (6) months, the Employer shall discuss with the NCIFTI the prospect of developing a Sponsor/Indenture Agreement as outlined in Section 11.2 of the CBA for the remaining term of the apprenticeship.
- D. The standard hiring method and exceptions listed above are not meant to limit Employers from hiring or employing multiple Apprentices. Employers are encouraged to utilize the standard hiring method and the exceptions for multiple apprentices providing that the employer remains in compliance with the Apprentice-to-Journey Worker ratio prescribed in Section 11.1 of the CBA.
- E. The success and differentiation of an Sponsored/Indentured Apprenticeship relies on Employers providing reasonably continuous employment. **Provisions and guidelines for reasonably continuous employment for Sponsored/Indentured Apprentices** are below:
- a. Ideally, reasonably continuous employment constitutes enough on-the-job-learning (OJL) hours to progress through the apprenticeship as prescribed in the NCIFTI Student Handbook. This may not always be possible.
 - b. If the above is not possible due to work hours reduction, reasonably continuous employment may be determined based on an employer's total number of hours worked by PDC 30 members.
 - i. For example, if an employer reports monthly hours on behalf of five (5) PDC 30 members (including the apprentice) totaling 560 hours (160, 160, 120, 80, 40), the average (112 hours) may be used to determine what is reasonable for the employer.
 - c. The NCIFTI will appreciate the goals of an employer to schedule and retain, first and foremost, its journey workers.
- F. To remove barriers to using the Sponsored/Indentured Apprenticeship mode of hiring, **the following provisions and guidelines are established for Employers to layoff a Sponsored/Indentured Apprentice due a reduction of work:**
- a. The Employer will make a good faith effort to provide the Sponsored/Indentured Apprentice reasonably continuous employment during times of work reduction. To accommodate reduced work, Employers may lay off a Sponsored/Indentured Apprentice and they will be moved to the pool of Registered Apprentices available for temporary hire by other Employers.
 - b. Once a Sponsored/Indentured Apprentice experiences fewer than 80 hours during a four-week period, they will be considered laid off by the NCIFTI and will enter the pool of Registered Apprentices available for temporary hire by other Employers, or at the time the Sponsoring/Indenturing Employer reports the layoff to the NCIFTI, whichever is sooner.
 - c. Loaning of a Sponsored/Indentured Apprentice from the Sponsoring/Indenturing Employer to another Employer is allowed and encouraged to prevent a Sponsored/Indentured Apprentice from experiencing fewer than 80 hours during a four-week period or a layoff. The Sponsored/Indentured Apprentice will return to the Sponsoring/Indenturing Employer when work increases and before the Employer is able to hire or employ a new Apprentice.

- d. Once a Sponsored/Indentured Apprentice is added to “the pool,” the Sponsoring/Indenturing Employer has 90 days to recall the Sponsored/Indentured Apprentice and resume offering reasonably continuous employment; otherwise, the agreement of sponsor/indenture is considered unsuccessful. The employer will be prohibited from sponsoring/indenturing another Apprentice for the remaining term of the unsuccessful agreement on file at the NCIFTI.
 - i. In the event employment is dictated by the season, such as bridge or tank painting, the NCIFTI may determine a 90-day layoff is compatible with a sponsor/indenture agreement for this industry, provided the employer is reporting no hours during that layoff period.
- e. During the remaining term of an unsuccessful agreement, if need arises for an Apprentice, the Employer must reinstate the Sponsored/Indentured Apprentice. If the Sponsored/Indentured Apprentice remains available (the apprentice has “recall rights,” or “right of first refusal” under f. below), the Employer would be limited to rehiring the Sponsored/Indentured Apprentice; otherwise, the Employer will be limited to hiring from “the pool” for the remaining term of the unsuccessful agreement on file at the NCIFTI.
- f. If the Sponsored/Indentured Apprentice refuses return (“right of first refusal”), or has exited the trade, the Sponsor/Indenture Agreement will be terminated, and the Sponsoring/Indenturing Employer can start a new Sponsor/Indenture Agreement or accept temporary placement from the pool. The NCIFTI may determine that a reluctance to be rehired is reasonable (and therefore not a refusal) due to an employer’s inability to offer reasonably continuous employment, and/or unwillingness to allow for time to arrange a return. When the duration of a return is expected to be short, the NCIFTI will make reasonable efforts to meet the needs of the Employer and preserve the Sponsor/Indenture Agreement.

G. Provisions for the Sponsored/Indentured Apprentice to terminate the Sponsor/Indenture Agreement.

- a. To accommodate concerns related to “fit” or other preferences, the Sponsored/Indentured Apprentice may voluntarily terminate the Sponsor/Indenture Agreement. Once the Sponsor/Indenture Agreement is terminated, the Apprentice moves into the pool, which will allow the Employer to enter a new Sponsor/Indenture Agreement or hire from the pool.

H. Provisions for firing or terminating employment based on behavior and/or performance.

- a. Behavior: If a Sponsored/Indentured Apprentice violates the company policy, resulting in immediate termination, notice is to be provided to the NCIFTI with the explanation of the violation, and the company policy.
- b. Performance: In any case, the Employer shall submit notification to the NCIFTI expressing the intent to terminate the Sponsored/Indentured Apprentice based on performance. If this occurs, the NCIFTI and the Employer will work together to review the on-the-job learning (OJL) performance evaluations, and the NCIFTI related technical instruction (RTI) module assessments, concluding in an individualized remedial training strategy. If the individual remedial training strategy is unsuccessful, all parties will agree to terminate the agreement. This would terminate the Sponsor/Indenture Agreement and allow the Employer to enter a new Sponsor/Indenture Agreement or hire from “the pool.”

I. Provisions for termination of the Sponsor/Indenture Agreement by the NCIFTI.

- a. If the Sponsored/Indentured Apprentice is found to be in noncompliance of the rules of the NCIFTI or fails to meet the requirements of their apprenticeship program, the Apprentice shall be eliminated from the program and thus cannot be classified as an Apprentice. This would terminate the Sponsor/Indenture Agreement and allow the Employer to enter a new Sponsor/Indenture Agreement or hire from “the pool.”

J. Apprentice Supervisor/NCIFTI Liaison.

- a. Each Employer will appoint and register with the NCIFTI an “Apprentice Supervisor,” who shall be responsible for performing regular OJL assessments for any apprentice placed with the Employer (whether sponsored/indentured or from the pool) and reporting such assessments to the NCIFTI.
- b. The Apprentice Supervisor shall review all relevant guidance concerning the placement and assessment of Apprentices, act as a liaison between the Employer and NCIFTI, and participate, as able, in any supplementary training to improve the apprenticeship experience.