

UNITED STATES DEPARTMENT OF LABOR
L. B. SCHWELLENBACH, *Secretary*
BUREAU OF LABOR STATISTICS
EWAN CLAGUE, *Commissioner*

COLLECTIVE BARGAINING PROVISIONS
Apprentices and Learners

Bulletin No. 908-4



Letter of Transmittal

UNITED STATES DEPARTMENT OF LABOR,
BUREAU OF LABOR STATISTICS,
Washington, D. C., April 15, 1948.

The SECRETARY OF LABOR :

I have the honor to transmit herewith a report on apprentice and learner provisions in collective bargaining agreements. The report is based on an examination of collective bargaining agreements on file in the Bureau. The chapter was prepared by and under the direction of Abraham Weiss in the Division of Industrial Relations, Boris Stern, Chief. James C. Nix and Priscilla Bill assisted in the preparation.

EWAN CLAGUE, *Commissioner.*

HON. L. B. SCHWELLENBACH,
Secretary of Labor.

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Preface

As early as 1902 the Bureau of Labor Statistics, then the Bureau of Labor in the Department of the Interior, recognized the growing importance of collective bargaining, and published verbatim the bituminous coal mining agreement of 1902 between the Associations of Coal Mine Operators of Pennsylvania, Ohio, Indiana, and Illinois and the respective districts of the United Mine Workers of America. Since 1912 the Bureau has made a systematic effort to collect agreements between labor and management in the leading industries and has from time to time published some of those agreements in full or in summary form in the *Monthly Labor Review*.

The first bulletin entirely devoted to collective bargaining agreements was published in 1925 under the title "Trade Agreements in 1923 and 1924." Similar annual bulletins were published in 1926, 1927, and 1928. These bulletins analyzed only outstanding agreements affecting certain industries and certain skilled crafts in which collective bargaining has followed a more or less established pattern.

No bulletins in this field were published by the Bureau between 1928 and 1942—a period during which collective bargaining first lost ground in the depression and then made rapid strides following the enactment of the National Labor Relations Act in 1935. The growth in trade-union membership from fewer than 4,000,000 workers in 1935 to more than 10,000,000 in 1942 not only resulted in a large increase in the number of collective agreements covering industries hitherto not included under collective bargaining, but also extended the scope and area of bargaining in individual industries. In recognition of this development, the Bureau's 1942 report on union agreements (Bulletin No. 686) dealt with provisions and clauses on particular labor-management problems rather than with the agreements of each union or industry separately.

The substance and character of collective bargaining agreements change continuously, and many of the clauses and provisions covered in Bulletin No. 686 underwent significant changes during the war emergency, as a result not only of the normal processes of collective bargaining but of the decisions of the National War Labor Board. New problems meant new clauses and new provisions. The Board also gave added impetus to certain forms of union security, and to certain practices, now deeply imbedded in the entire field of labor-management relations.

The liquidation of the Board, and the renewal of emphasis on free collective bargaining after VJ-day, led to a tremendous increase in the demand for information on specific current provisions in agreements. Urgent requests came from employers and unions, from the United States Conciliation Service, and from mediators and arbitrators engaged in settling or preventing labor-management disputes. It was largely in response to these requests that the Bureau of Labor Statistics undertook to revise and bring up to date the material on union agreements.

In this revision two significant departures have been made: (1) Accumulation of data has made possible the use of a larger sample than was possible heretofore. (2) The information will be presented in a series of small bulletins, each stressing a major area or significant problem of collective bargaining. This will permit the material for each major problem to be published as rapidly as finished without waiting until all of the subjects of collective bargaining are analyzed. It will have the advantage of greater flexibility in handling specific requests for material from employers, unions, and the public. Some clauses are more or less stable and undergo relatively minor changes even over a considerable period of time and therefore need only occasional revision, whereas others undergo rather rapid change. Also, as new issues develop it will be possible to add new bulletins to the series without revising those already published.

The clauses used are designed to facilitate, but not to condition, the bargaining process. No special attempt has been made to determine the prevailing industry practice or the most frequently used provisions. The clauses are presented, not as models, but as a source of reference for those who participate in collective bargaining negotiations, by making available to them a wide variety of provisions on the specific subjects under consideration. An index of all the contract clauses quoted, with a brief description of each clause, is appended to each report.

This report, dealing with provisions covering apprentices and learners, is the fourth in this Collective Bargaining Provisions series. The bulletins already published are as follows:

- No. 908-1 Union Security Provisions.
- No. 908-2 Vacations; Holidays and Week-End Work.
- No. 908-3 Incentive Wage Provisions; Time Studies and Standards of Production.

*Bulletin No. 908-4 of the
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Collective Bargaining Provisions

Apprentices and Learners

APPRENTICES

The primary object of apprenticeship is to supply industry with a steady flow of skilled labor through a systematic and supervised course of training on the job. As defined by the United States Employment Service, an apprentice is "a worker not less than 16 years of age engaged under direct journeyman supervision, and according to a prescribed or traditional series of work processes graded to coincide with increasing trade maturity in learning a skilled occupation that requires, during the learning process, several years of reasonably continuous employment prior to the time that the worker may be considered a qualified journeyman. In general, apprenticeship is legally recognized only if recorded in a written contract, indenture, or agreement, in which, in return for services rendered, the employer promises to teach the worker the processes of his trade. The terms of an apprenticeship agreement usually include specific reference to the duration of the apprenticeship period, a progressive scale of wages, and the nature of the processes to be taught. Frequently the agreement also specifies the amount and nature of related schooling in vocational subjects in which the worker shall engage during his apprenticeship period."¹

The shortage of skilled workers which developed in many industries during the war, and provision for apprenticeship training under the GI Bill of Rights, have recently accentuated interest in the systematic training of skilled craftsmen. Moreover, considerations of national defense and full employment require that the optimum number of skilled workers be trained to meet production needs.

The problem of apprentice training is not new and has long been an issue in collective bargaining. Labor-management determination of apprentice-training standards emphasizes three elements: An equitable adjustment of the number of apprentices to employment opportunities in the trade; proper selection of apprentices; and thorough training. Although in the long run labor and management may arrive

¹ Dictionary of Occupational Titles—Part I: Definitions of Titles. U. S. Employment Service, United States Department of Labor, June 1939 (p. 16).

at identical solutions to these problems, in some instances their immediate objectives may appear to be conflicting. In respect to the number of apprentices, for example, unions may tend to emphasize the danger of training more craftsmen than can be furnished employment, while employers are more keenly aware that failure to train a sufficient quota may cause an uneconomical distribution of labor. In other instances, the positions may be reversed. With their multicompany commitments and perhaps a greater stake in the continuing existence of the trade, unions are more insistent that at least some apprentices be trained. In contrast, some employers may refuse to bother with training even a single apprentice, preferring to pay premium rates during periods of scarcity to craftsmen obtained from the labor market.

Standards of apprentice training are often covered by international union constitutions and the bylaws or working rules of local unions. Some unions and employers have reached agreement on basic standards to guide local unions and employers in negotiating their contracts. Local collective bargaining agreements covering workers in apprenticeable occupations usually contain specific rules and requirements for selection of apprentices, on-the-job training, related classroom instruction, and admission to journeyman status. Subsidiary problems of apprentices' seniority, pay, hours, overtime, lay-off, discharge, and quits are also often covered. Often, the rules governing apprentice training are drawn up as an amendment or supplement to the regular collective bargaining agreement.

The Federal Committee on Apprenticeship, the labor-management policy committee for the Apprentice-Training Service of the United States Department of Labor, has recommended the following standards of apprenticeship:

1. An apprenticeable occupation is considered one which requires 4,000 or more hours to learn.
2. A schedule of the work processes to be learned on the job.
3. A progressively increasing scale of wages for the apprentice that should average approximately 50 percent of the journeyman's rate over the period of apprenticeship.
4. Provision for related classroom instruction (144 hours per year of such instruction is normally considered necessary).
5. The terms and conditions of the employment and training of each apprentice to be stated in a written agreement and registered with the State apprenticeship council.
6. Review of local apprenticeship by a State apprenticeship council.
7. Apprenticeship should be jointly established by the employer and the employees.
8. Adequate supervision and the keeping of records should be required for all apprenticeship programs.

Some State apprenticeship agencies and national unions have established their own standards, differing in varying degrees from those of the Federal committee.

Establishment and Administration of Apprenticeship Program

A number of recently negotiated agreements state that the parties agree in principle to an apprenticeship program and provide for the establishment of such a program in the near future. Some of these agreements require that the program be set up within a specified time limit, but in most cases time limits are not stipulated.

Not infrequently an apprenticeship program is established under a separate agreement and is incorporated by reference in the collective bargaining agreement. In such cases, it is often specified that no apprenticeship rules are to be adopted which conflict with the terms of the collective bargaining agreement.

Many agreements provide for the establishment and administration of the program by an apprenticeship committee composed of representatives of management and the union. Although the details of planning the program are usually left to the joint committee, agreements frequently lay down certain specifications for the guidance of the committee. For example, the committee may be instructed to place particular emphasis on apprentice training for veterans; or it may be required to adopt standards of apprenticeship conforming to those recommended by the Federal Committee on Apprenticeship.

Various methods are provided for handling grievances arising out of the apprenticeship program. In some cases, such disputes are settled through the regular grievance procedure. More commonly, grievances are submitted to the joint apprenticeship committee for adjustment. In a few cases, grievances not settled by the parties may be appealed to a State apprenticeship agency.

In order to facilitate the administration of the apprenticeship program, some agreements specify that employers must keep detailed records on their apprentices and that such records are to be available for inspection by the joint committee or by union representatives.

1. Program To Be Established Within Specified Period of Time

Within sixty (60) days after the signing of the contract a program shall be set up for the purpose of establishing standards of apprenticeship that will be applicable to the different production departments in our plant and which are mutually agreed to by the parties of this agreement.

2. Program To Be Established When Conditions Are Favorable

Whenever the conditions and opportunities for establishment of an apprenticeship system become favorable, the company and the union will endeavor to work out a mutually acceptable plan.

3. *Program To Be Established on Association-Wide Basis*

Because of the shortage of workers in the millinery industry, the parties do hereby mutually agree to promptly inaugurate a system of apprentices for all the crafts of the millinery industry that may require same. The administrative board shall formulate the terms and conditions under which the said system of apprenticeship shall operate.

4. *Apprentice Program at Option of Local Management and Union*

Where the management of any station and the local union involved agree the following apprentice training plan may be adopted * * *.

NOTE.—The agreement from which this clause is taken covers a chain of radio broadcasting stations.

5. *Apprentice Program to Emphasize Training of Veterans*

The parties agree in principle that the industry should school and train its own mechanics and to this end a joint committee of the industry and the union shall be formed for the purpose of establishing an apprentice training program with particular emphasis on affording employment to war veterans.

6. *Apprentice and Refresher Training Program for Veterans*

The company reserves the right to train apprentice veterans according to the G.I. Bill of Rights and also to set up a refresher training program under the same bill for returning veterans formerly employed by — Co.

7. *Apprentice Program Incorporated in Agreement by Reference*

The attached schedule of apprenticeship standards and apprenticeship rates of pay is a part of this agreement.

8. *Apprentice Program Formulated by Joint Committee*

Both parties agree to institute an apprentice training program to train new workers. The kind of training, length of apprenticeship, wages, and gradual promotion periods are to be worked out by the joint conference committee and made part of this agreement.

9. *Composition and Jurisdiction of Joint Apprenticeship Committee*

There is hereby established a joint apprenticeship committee as defined in section —. This committee shall be composed of four (4) members, two (2) of whom shall be appointed by the union, and two (2) of whom shall be appointed by the company.

The representatives who compose the committee shall serve for 1 year from the date of their selection (or until their successors are duly selected and qualified). In case of a vacancy in the committee, such vacancy shall be filled for the unexpired term by the selection of a successor in the same manner as that in which the original selection was made.

The committee shall meet in [city] on an appointed date and shall organize by selecting a chairman, a vice chairman, and a secretary, all of whom shall be committee members. The term of office of the chairman, vice chairman, and the secretary shall be 1 year. Each officer so selected shall serve until his successor is duly selected and qualified.

The office of the chairman of the committee shall be filled and held alternately by a company representative and by a union representative. When a company representative is chairman, a union representative shall be vice chairman and vice versa.

Meetings of the committee shall be held once a month, or more frequently if found necessary. The chairman of the committee, any other two members of the

committee, or the supervisor of personnel shall have authority to call and establish the date of meetings of the committee.

The committee shall consider at its meetings problems relating to the effective operation of the standards of apprenticeship, concerning eligibility, apprenticeship agreements, transfers, job training, processes, wages, ratios, working conditions, related classroom instruction, settlement of apprenticeship complaints, and completion of apprenticeship; and it shall make recommendations based upon its consideration of such questions.

It shall be the duty of the committee to recommend to the public school authorities, the form, content, and schedule of the course or courses of instruction to be provided, and upon the request of such authorities, to recommend eligible persons as instructors. The committee will also cooperate with the school authorities and the supervisor of personnel in coordinating the related classroom instruction with the apprentices' basic schedule of work experience. The supervisor of personnel and the president of the union may attend the apprenticeship committee meetings as nonvoting members.

The apprenticeship committee may request representatives of the Apprentice-Training Service and the [city] Board of Education or other interested agencies to serve as consultants. The consultants will be asked to participate without vote in conference on special problems related to apprenticeship training which affect the agencies that they represent.

10. Joint Committee Composed of Two Union Representatives and One Company Representative

The apprentice technician shall devote forty (40) hours each week to learning the theory and practice of radio broadcasting, maintenance, control, and transmission, under the direction and guidance of the technicians at the station, and shall follow a course of training and study to be developed by a joint apprentice training committee, composed of one person to be named by [company] and two persons to be named by the local union involved. All assignments of the apprentice technician to either practical work or theoretical study shall be made by the joint apprentice-training committee, but shall be performed on [company] premises.

11. Federal Committee on Apprenticeship Consulted in Establishing Program

In the event an apprenticeship system is established in the plant, the company and the union shall meet with a representative of the Federal Committee on Apprenticeship to institute a proper apprenticeship system. In all respects, unless otherwise changed by agreement of the parties, apprenticeship shall be governed by the terms of this agreement.

12. Program to Incorporate Federal Apprenticeship Standards

It is agreed that if the employer should, in the future, hire any apprentices, the parties hereto will negotiate an apprenticeship agreement which recognizes and includes the Federal apprenticeship standards and when such agreement is negotiated and entered into, it shall become a part of this agreement and attached hereto.

13. Standards to Conform With Those of Federal Committee on Apprenticeship

A joint apprenticeship committee of equal number consisting of employer representative and representatives of the union may be selected by the parties to this agreement to formulate standards of apprenticeship in conformity with the standards of the Federal Committee on Apprenticeship. These standards shall cover a selection, a progressive schedule of wages, job training, periodic examina-

tions, ratios, classroom instruction, and adjustment of complaints; and shall establish a system of administration and supervision.

The apprenticeship standards thus formulated shall be submitted to the parties hereto for approval, and when ratified shall become part of this agreement.

14. *Union, State, and Federal Apprenticeship Standards Incorporated in Agreement*

The parties to this agreement shall name an apprenticeship committee of equal representation.

The company agrees to abide by the terms and conditions of the standards of apprenticeship promulgated by the [union] in collaboration with the Industrial Commission of [State] and the Apprenticeship and Training Service of the United States Department of Labor. It is agreed that these standards of apprenticeship shall be a supplement and a part of this agreement.

15. *Apprenticeship Rules Adopted by Employer Must Not Conflict With Union Agreement*

The company has in the past made available to selected employees training courses for special skills and crafts. The company is privileged to continue this practice, but in no case shall an employee enter an apprenticeship training course after reaching the age of 30 years.

The company may adopt such rules as it may deem advisable to continue such training and may provide rules governing the selection of apprentices, providing such rules are not contrary to the terms of this agreement.

16. *Apprentice Agreement Not to Violate Terms of Collective Bargaining Agreement*

The company and the union agree to continue the apprentice agreement now existing between them first executed [date] and approved by the — State Apprentice Council [date], and as may from time to time be amended by the parties signatory to said apprentice agreement.

No provisions of the apprentice agreement shall contravene the provisions of this agreement.

17. *Differences Regarding Program Adjusted Through Grievance Procedure*

Any differences arising between the company and the union as to the meaning or application of the terms of this [apprenticeship] program shall be subject to the grievance procedure as stipulated in the agreement between the company and the union dated * * *.

18. *Grievances Regarding Apprentices Decided by Joint Apprenticeship Committee*

It shall further be the duty of the joint apprenticeship committee to see that no apprentice is discriminated against. Should an employer or an apprentice have any complaint to make relative to the conduct of the apprentice or the treatment accorded the apprentice, said employer or apprentice shall submit his complaint in writing to the committee, who shall pass upon the merits of the case. The committee shall have power to summon before it any member of either party to this contract.

19. *Grievances May Be Appealed to State Apprenticeship Agency*

Apprentices are encouraged to take up all individual suggestions, recommendations, or minor grievances connected with their work or training with any union member of the joint apprenticeship committee. In the event the matter is not satisfactorily adjusted in this manner, either party to the apprenticeship agreement may ask the — State Apprenticeship Council to consider the matter.

20. *Modification of Program May Be Negotiated at Any Time*

This apprenticeship program may be modified at any time subject to agreement between the company and the union. A copy of such modified program will be filed with the Federal Committee on Apprenticeship.

21. *Representatives of Union and Employers' Association to Have Access to Apprentice Records*

Manufacturers shall keep a record of all apprentices in their employ; such records shall state the date when apprentice leaves. Any manufacturer hiring an apprentice who may have already served part of his apprenticeship elsewhere shall demand and receive a record of such time served. All such records must be kept on file; also the time such apprentice may have been employed by him. All of which records must be open to inspection by the shop steward or business agent of either association.

NOTE.—This clause is taken from an agreement covering an employers' association.

Apprenticeship Indenture

An indenture is a written agreement stating the terms and conditions of the employment and training of an individual apprentice. To be effective, the indenture must be signed by the apprentice and his employer.

Although few collective bargaining agreements make any reference to indentures, an apprentice is usually required to sign such an agreement with his employer or, in some instances, with a joint apprenticeship committee. In most cases, the indenture agreement incorporates directly or by reference the standards of apprenticeship defined by the collective bargaining agreement and may not conflict with that agreement. Some collective bargaining agreements specify, however, that if the standards of apprenticeship are amended, indenture agreements in effect at the time may not be altered without the consent of the apprentice.

If the apprentice is a minor, his parents or guardian are ordinarily required to sign the agreement, and the document is usually registered with a State or Federal apprenticeship agency.

22. *Definition and Content of Apprenticeship Agreement*

"Apprenticeship agreement" shall mean a written agreement between the company and the person employed as an apprentice, which agreement shall be registered with the registration agency.

The "apprentice agreement" shall contain a statement covering the terms and conditions of employment and training, a statement of the trade to be learned, a schedule of the trade processes, and a requirement that the apprentice attend classes in subjects related to his trade for a minimum of 144 hours each year of his apprenticeship.

23. *Standards of Apprenticeship Incorporated by Reference in Indenture Agreement*

Apprenticeship agreements shall be made out and signed in quintuplicate, one copy to be retained by the company, one given to the apprentice, one given to the union, and two registered with the — State Apprenticeship Council. Prior

to distribution, all copies shall be forwarded to the — State Apprenticeship Council for registration.

Every apprenticeship agreement entered into these standards of apprenticeship shall contain a clause making the standards a part of the agreement with the same effect as if expressly written therein. For this reason every applicant (and if he is a minor, his parent or guardian) shall be given the opportunity to read the standards before he signs the apprenticeship agreement.

24. Indenture Agreement and Training to Comply with Federal Apprenticeship Standards

All apprentices employed by the company shall be trained in accordance with the standards of the Federal Committee on Apprenticeship. The union, through its machine shop committee, shall have the privilege of advising and suggesting methods employed by the company in training apprentices in the company's plant. Every apprentice employed shall be covered by an apprenticeship agreement between the apprentice and the company. This agreement shall be in form and content as will meet with the approval of the Federal Committee on Apprenticeship, United States Department of Labor. These agreements shall be executed in quadruplicate; one copy to the [local union], one copy to the company, one copy to the apprentice, and one copy to be registered with the Federal Committee on Apprenticeship, United States Department of Labor.

25. Parent or Guardian to Sign Indenture Agreement if Apprentice a Minor

"Parties to the apprenticeship agreement" shall mean the apprentice, his parents or guardian, if he is a minor, and a duly authorized official of the company and an officer of the joint apprenticeship committee, each of whom shall sign the apprenticeship agreement.

26. No Apprentice Hired Unless Covered by Indenture Agreement

No apprentice shall be employed until there is executed by the employer and Lodge —, an indenture agreement covering said apprentices.

27. Apprentices Indentured to Both Employer and Union

Apprentices—after passing medical examination acceptable to the union—shall be indentured to both parties to this agreement and shall be governed by the constitution and general laws of the [international union] and the local union a party hereto.

28. No Alteration of Agreement Without Consent of Apprentice

The standards of apprenticeship may at any time be amended upon mutual agreement of the company and the union, providing that no such change shall alter an apprenticeship agreement in force at the time of such change without the written consent of the apprentice; and providing such change shall be submitted to the registration agency to determine if it meets with the standards established by it. A copy of any such amendment will be furnished each apprentice employed by the company.

Determining the Number of Apprentices

The problem as to how many apprentices should be employed in the particular plant or industry is one of the most controversial issues relating to apprenticeship. Purely economic motives and a strict belief in the law of supply and demand might cause some unions to favor a labor market in which no apprentices were trained. On the other

hand, for the same reasons, employers might advocate the training of an unnecessarily large number of craftsmen. Establishment of a maximum number to be trained is therefore arrived at by a compromise, generally in conformity with experience or practices which exist in other trades, occupations, and professions.

Relatively few agreements specify an absolute number of apprentices which may be employed regardless of the total number of journeymen employed. Generally, they set the maximum number to be trained by establishing a ratio of apprentices to the total number of journeymen, e. g., one apprentice for each five journeymen. A fixed or uniform ratio is usually specified, i. e., the ratio remains the same no matter how great the number of journeymen employed. In some cases, however, the ratio is progressively lowered so as to avoid a large number of apprentices in the larger establishments, e. g., 1 to 4, 2 to 10, and so on. In many cases, apprentices may be hired on a ratio basis until a specified number of apprentices is reached. Agreements sometimes prohibit apprentices in shops employing less than a specified number of journeymen or prohibit the employment of apprentices altogether. More frequently, however, each shop is permitted at least one apprentice.

A ratio arrangement has the advantage of flexibility in that apprentices can be added or dropped in proportion to changes in the employer's needs (as reflected by the number of journeymen employed). On the other hand, if apprentices are periodically laid off because of decreases in the number of journeymen, their training is likely to suffer. Employers whose operations are characterized by frequent lay-offs may choose not to employ the full number of apprentices permitted by the ratio, since the training of one or more apprentices may be disrupted by the application of the ratio. Some agreements solve this problem, partially at least, by basing the ratio on the average number of journeymen employed over a period of several months.

Ratios specified by union agreements vary widely, reflecting general economic conditions, the bargaining strength of the parties, the needs of the employer, the technology of the industry, the awareness of both parties of their responsibility to the industry, and other factors. In some cases, agreements provide for periodic review and change of the ratio, especially when there is a shortage of labor in the trade. Other agreements allow relaxation of the ratio requirements in order to employ veterans as apprentices or to permit the indenture of sons of employers or journeymen.

Another type of hiring regulation is designed to insure that apprentices are not taken on by employers who are unable to provide adequate training. For example, employers who have been in busi-

ness for less than some specified period of time may be prohibited from indenturing apprentices.

29. *Number of Apprentices Specified*

[The employer] may employ six (6) apprentices. A joint apprenticeship committee consisting of an equal number of employers or employer representatives, and representatives of this union, shall be selected by the parties of this agreement to formulate standards of apprenticeship in conformity with the standards of the Federal Committee on Apprenticeship.

30. *Ratio of One Apprentice to Three Journeymen*

One apprentice shall be allowed to every three (3) journeymen.

31. *One for Every 10 or Major Fraction Thereof*

In shops where there is a steady journeyman machinist employed, there may be employed one (1) apprentice; and one additional apprentice may be employed for every ten (10) journeymen or major fraction thereof steadily employed in said shop.

32. *One Apprentice for Each Five Journeymen "Employed Regularly"*

One apprentice shall be allowed for each five journeymen and journeywomen employed regularly.

33. *Minimum of One Apprentice, Regardless of Ratio*

There shall be one (1) apprentice allowed for each qualified shop and one (1) additional apprentice for each ten (10) journeymen, employed on a normal one or two shift basis. Apprentices shall not be required to work on a third shift.

34. *Employment of Apprentice Compulsory Provided Three Journeymen Employed*

The ratio of class A apprentices to journeymen employed in a shop shall not exceed 1 apprentice to 5 journeymen or a majority fraction thereof, save that in shops employing 3 and not more than 7 journeymen, 1 apprentice shall be employed. There shall not be more than 1 apprentice on any job having less than 5 journeymen and not more than 5 apprentices on any job having less than 100 journeymen. One additional apprentice may be employed to each additional 20 journeymen on jobs having more than 100 journeymen, provided in each of the foregoing instances such apprentices are available from among those previously indentured by the — Joint Apprenticeship Committee.

35. *One-to-Four Ratio, With Maximum Specified*

One apprentice to every four journeymen—not more than five apprentices allowed in any one plant.

36. *One Apprentice to Each Shift*

In baking departments one steadily employed apprentice shall be allowed on each shift where a foreman is employed.

37. *Minimum of One Apprentice for Each Apprenticeable Trade*

There shall be not more than one apprentice for each apprenticeable trade at any one time, and no new apprentices shall be hired in the machine shop until those who are now members of the armed forces have returned or given notice of intention not to return, or shall have failed to apply for reemployment within ninety (90) days after honorable discharge from such service.

38. *Number of Apprentices Limited by Average Number of Journeymen Employed*

(This article shall be applicable exclusively to such departments, trades, or classifications as may be mutually agreed upon by the parties.)

The union agrees that apprentices may be employed in such numbers as the company considers necessary to maintain an adequately trained working force of first class mechanics and replacements; provided, however, that no new apprentices may be hired in any department if the number of apprentices already employed in such department equals or exceeds ten (10) percent of the average number of first class mechanics employed per week in such department during the preceeding six (6) months' period commencing on either July 1 or January 1.

39. Variable Ratio: Proportion of Apprentices Decreases as Number of Journeymen Increases

Apprentices may be employed in the ratio of:

2 to 4 journeymen.....	1 apprentice.
5 to 8 journeymen.....	2 apprentices.
9 to 12 journeymen.....	3 apprentices.
13 to 20 journeymen.....	4 apprentices.
21 to 30 journeymen.....	5 apprentices.
31 to 45 journeymen.....	6 apprentices.
46 to 60 journeymen.....	7 apprentices.
61 to 75 journeymen.....	8 apprentices.
76 to 90 journeymen.....	9 apprentices.
91 to 100 journeymen.....	10 apprentices.

40. Variable Ratio: Proportion of Apprentices Increases as Number of Journeymen Increases

The company agrees not to place more than one (1) apprentice to every fifteen (15) journeymen for the first thirty (30) journeymen and one (1) apprentice for each additional ten (10) journeymen.

41. More Liberal Ratio for Smaller Departments

Apprentices shall not exceed in number, one (1) to each ten (10) journeymen tool and die makers, except in the smaller departments, such as maintenance department, etc., where it will be one (1) to five (5), this ratio to be modified as found necessary by the joint apprenticeship committee.

42. Ratio Varies According to Type of Work

One apprentice shall be permitted to each seven (7) journeymen on all work except ornamental ironwork, and on such work one (1) apprentice will be permitted to four (4) journeymen ironworkers, and on the spinning of cables on suspension bridges one (1) apprentice shall be permitted to each journeyman.

43. Apprentices Banned in Shops With Less Than Three Employees

Where there are less than three (3) employees no apprentice shall be allowed.

44. Change in Ratio Must Be Discussed With Union

The employment of indentured apprentices shall, in any one (1) classification, be limited to fifteen (15) percent of the total number of employees within that classification. If it becomes necessary to change the percentage in any classification, it will be discussed with the union.

45. Ratio To Be Revised Periodically

All employees classified as apprentices under this agreement shall be allowed to complete their apprenticeship unless discharged for just cause, and the joint committee on standards of apprenticeship will make a periodic determination of a proper ratio of apprentices to be employed in the future.

46. *Ratio Modified if Union Constitution Liberalized on Number of Apprentices*

The union agrees that the employer shall have the right to employ one apprentice for the shop and one additional apprentice for each eight journeyman molders and coremakers employed in the shop, it being understood that, if the union's constitution is liberalized in regard to the number of apprentices, this contract shall be modified accordingly.

47. *Ratio Requirement Waived in Order to Reemploy Former Apprentices Returning From Military Service*

Apprentices shall be limited in number, the ratio of one (1) apprentice to each five (5) journeymen except by mutual agreement of the employer and the union, provided nothing in this section shall prevent the company from granting reemployment rights to veterans who were formerly tool and die apprentices in addition to the present apprentices.

48. *Ratio Waived for Sons of Employer or Journeymen*

Where the shop has the allotted number of apprentices registered, an exception may be made in registering a master plumber or journeyman plumber's son in addition to the quota. If, however, the master or journeyman's son are part of the original quota no other apprentice or apprentices shall be permitted.

49. *No Apprentices Indentured if Journeymen Unemployed*

While there are an average number of journeymen unemployed in any branch, no apprentices shall be indentured to that branch. All questions and differences arising through this rule shall be referred to and decided by the joint apprentice committee.

50. *Apprentices Entering Military Service Not Replaced by New Apprentices*
(Substitute indentured apprentices may be employed if available.)

Apprentices entering Government military service shall not be replaced by new apprentices, and shall be reinstated in employment under the same conditions and status as previously held upon their return to civil life and resuming affiliation with the Union, providing they report ready for employment within ninety (90) days after discharge from such military service. This provision shall not prevent the employment of substitute indentured apprentices if available.

51. *Employer Not Entitled to Train Apprentice Unless He Employs at least Five Men for 6 Months in 1 Year*

No contractor shall be entitled to an apprentice unless he employs at least five (5) men for at least six (6) months in 1 year, nor shall he be entitled to the second apprentice unless he employs twelve (12) men steadily.

52. *Employer Must Have Been in Business at Least 2 Years Before Employing Apprentices*

Contractors who have been in business for 2 years or more shall be entitled to apprentices on the following basis:

Yearly average of four journeymen—one apprentice.

Each additional 10 journeymen shall entitle them to an additional apprentice.

53. *Apprentice Not To Be Employed Where He Has No Fair Opportunity to Learn Trade*

No apprentice shall be employed in any shop unless there obtains a fair opportunity for him to acquire a fundamental knowledge of the trade and become a competent machinist.

54. *No Apprentice Indentured During Life of Contract*

No apprentices shall be indentured during the life of this agreement.

55. *No Apprentice Indentured During Life of Contract Except by Union-Employer Agreement*

No apprentices shall be indentured during the life of this agreement except by mutual consent of both parties hereto.

56. *New Apprentices Selected From Unemployed Apprentices Subject to Employer's Option to Select From Present Employees*

When new apprentices are employed the said apprentices shall be selected from the regular list of unemployed registered apprentices; provided, that the employer shall have the first preference to select an apprentice from boys who have been employed at least 1 year in his composing room. The director of the school at all times shall have on hand a list of all unemployed registered apprentices.

Length of Apprenticeship Period

Considered independently of other elements of apprenticeship, the term of training is not particularly significant. In contrast to such professions as law, medicine, or teaching, which require long years of schooling without compensation and often at large personal expense, the skilled trade offers the apprentice from the start a paying job as well as a course of training. Given a wage scale commensurate with the apprentice's output and a training schedule which assures the acquisition of additional skill throughout the term, prolongation of his training status within reasonable limits will work no injustice on the apprentice. However, a term longer than necessary to master the trade can be abused and in combination with a substandard wage scale may result in a "cheap labor" market. With a fixed ratio a longer term of apprenticeship may also result in fewer skilled workers available to industry.

In some cases, the international union constitution and the bylaws or working rules of the local union specify the apprenticeship term or a minimum term. In others, the local union negotiates the term with employers. At any rate, the length of the period specified by agreements varies considerably, depending largely on the complexity of the skills to be learned, and to some extent on the employment situation in the industry.

The term is usually stated in years, and in order to receive credit for a year the apprentice is usually required to work a minimum number of hours during the year, most commonly 2,000 hours.

Some agreements authorize the joint apprenticeship committee, or in a few cases, the employer, to reduce the period if justified by the apprentice's progress. Credit is often given for past experience or education or for time served in a previous apprenticeship, although

the credit given may be limited to a specified period, such as 1 or 2 years.

57. Four-Year Apprenticeship

All apprentices in the employ of the company shall serve a 4-year term, during which time the company will undertake to afford them every reasonable opportunity to learn their trade, and will vary their tasks accordingly.

58. Four-Year Term With Minimum Number of Hours Specified

Unless given credit by the apprenticeship committee for prior related experience, they will serve an apprenticeship of four (4) years of two thousand (2,000) hours each and will be given every opportunity to gain a complete and thorough knowledge of the trade in which they are apprenticed.

59. Term Stated in Hours

Apprenticeship period shall be 7,424 hours of shop work, and 576 hours of school training. The first 500 hours of shop work being probationary.

60. No Credit Given for Any Year in Which Apprentice Fails to Qualify for Annual Wage Increase

If at the end of each year an apprentice's deservance of the stipulated increase is in doubt he shall come before a board of examiners composed of three (3) journeymen cutters in his line of work, said board to be appointed by the president of local union —. If the board finds the apprentice not entitled to promotion he shall serve another year at the same wages and the first year in which he served shall not count in his 4-year apprenticeship, provided employer agrees.

61. Employer May Reduce the Apprenticeship Period

All apprentices in the employ of the company shall serve as such for a period of 4 years, except that if in the company's opinion the apprentice has been good in his attendance and has shown aptitude, skill, and ability, the company may reduce his apprenticeship period to 3 years.

62. Joint Apprenticeship Committee May Shorten Training Period

The joint apprentice training committee may accelerate this training period at any time.

63. Credit Allowed for Previous Apprenticeship or Work Experience

All persons now employed as apprentices will be placed under these standards and registered with the registration agency. The apprentices may be given full credit for the time they have served as apprentices under a written or verbal agreement.

Other employees of the company who desire to become apprentices and are selected will be allowed credit for the applicable experience they have had after their record and rate have been checked and evaluated by the joint apprenticeship committee.

64. Credit Allowed for Education and Experience

All persons now employed as apprentices will be placed under this program. Such apprentices shall be given full credit for the time they have served as apprentices under a written or verbal agreement. Apprentices who receive credit for previous experience shall be paid upon entrance the wage rate of the period to which such credit advances them.

(a) Credit of 1 year may be allowed for mechanic arts or other trade school students who have completed a minimum of 2 years in the specific craft or trade

with an average or above rating. The wage rate shall be that of the period to which such credit advances them.

(b) Other employees of the company and new employees who desire to become apprentices and are selected will be allowed credit for the applicable experience they have had after their records have been checked and evaluated by the coordinator of apprentices. The wage rate shall be that of the period to which such credit advances them.

65. Credit Allowance for Previous Experience Equivalent to Training Under Company Program

An applicant for trainee program shall be allowed credit on his term of training for that portion of his experience, whether with the company or elsewhere, which is equivalent to any he would have received under his trainee program.

66. Maximum of 2 Years' Credit for Prior Apprenticeship or Experience

An apprentice may be credited with apprenticeship served in another plant, or knowledge and experience gained before entering apprenticeship training with the company. However, no apprentice shall be given more than two (2) years' credit in the apprenticeship training course.

Qualifications for Entering Apprenticeship

Age requirements are usually specified for apprentices. Minimum age limits are most commonly 16 or 18 years. Agreements covering plants in more than one State sometimes provide that the minimum age limit be determined by the legal age for employment in the State where the apprentice is employed. A maximum age limit is also specified by many agreements, especially in trades where a long period of apprenticeship is required.

Completion of high school (or its equivalent) is the only educational requirement in most cases although some agreements require graduation from an accredited vocational school. Physical qualifications are often specified, and less frequently, also citizenship requirements. In some instances, applicants must pass a technical examination or aptitude test before they are accepted as apprentices.

Present employees or sons of present employees are given preference for apprentice training under the terms of some agreements. In other cases, the union must approve the would-be apprentice before he enters training.

An increasing number of agreements grant preference to veterans in the selection of personnel for apprentice training. Agreements specifying age limits sometimes waive or modify such requirements in the case of veterans entering apprentice training.

67. Minimum Age Limit Specified

Apprentices shall not be employed by the employer, or accepted for membership by the union, unless they are at least 18 years old.

68. *Minimum Age Determined by State Law*

Apprentices employed by the company shall be in age at least equal to the legal age for employment in the State in which they are employed and not over twenty-three (23) years of age at the time of starting their apprenticeship.

69. *Minimum and Maximum Age Limits Specified*

No boy shall be engaged as an apprentice before having reached the age of sixteen (16) years or after having reached the age of twenty-one (21) years.

70. *Age Requirements Waived for Veterans*

Apprentice members of the union who have served in the armed forces of the United States Government during the Second World War shall not be subject to the age limits set forth herein and shall be assured an opportunity to resume their former job and training; applicants for apprenticeship training who otherwise entered the armed service after September 15, 1941, who are within the prescribed age limits at the time of their entry into the service, and providing such applicants apply for apprenticeship training within six (6) months after discharge.

71. *Age Requirements Modified for Veterans*

An apprentice is employed with the intention of training him to become a first-class mechanic. He shall not be kept continuously occupied on one class of work but so far as possible shall be used in various occupations. He shall be between the ages of 18 and 25 years. Any applicant for apprenticeship who has served in the United States armed forces and who has been honorably discharged, shall be allowed the length of time served, plus 1 year, in arriving at age limits for apprenticeship.

72. *Physical, Educational, and Citizenship Requirements for Apprentices*

An applicant for apprenticeship should possess the following qualifications:

(a) Physical development necessary to enable him to perform all duties of the craft.

(b) Be an American citizen or in the process of naturalization.

(c) Sufficient education to master the rudiments of the trade. (Normally this would require high-school education.)

73. *Passing Medical Examination a Requirement for Apprenticeship*

Apprentices, after passing medical examination acceptable to the union, shall be indentured to both parties to this agreement.

74. *Applicant for Apprenticeship Must Pass Technical Examination*

Before entering the trade as an apprentice, applicant shall first be approved by the local union, must pass a technical examination given by the union's apprentice committee, and undergo a physical examination by a qualified medical examiner approved by the local union.

75. *Applicants Given Aptitude Test by Joint Apprentice Committee*

All apprentices employed by members of the association shall be selected by the employer from a list of apprentices prepared by the joint apprentice committee. Such list shall be kept in duplicate, one copy to be in the office of the union and the other copy in the office of the association. All applicants shall be given an aptitude test under the supervision of the joint apprentice committee before being placed on the list.

76. *Present Employees Given Preference for Apprentice Training*

All applications for apprenticeship shall be submitted to the local joint apprenticeship committee for approval. Although the employer may select as an apprentice any applicant whose qualifications have been approved by the committee, first preference in hiring shall be given to present employees approved by such committee.

77. *Sons of Present Employees Given Preference*

In hiring apprentices, the employer shall prefer morally and physically fit applicants, eighteen (18) to twenty (20) years of age, with a high school education and vocational machine shop experience, having a residence in — County [State]. All other qualifications being equal, sons of present employees shall have the preference.

78. *Apprentices Selected from Employees Having Minimum of 3 Months' Service in Specified Department*

Apprentices shall be selected from male helpers in the shop who have had not less than 3 months' service in the weaving department.

79. *Veterans Given Preference in Apprenticeship Program*

World War II veterans who have been discharged (other than dishonorably) will be given preference in this [apprenticeship] program.

80. *Employer and Union Act Jointly in Selecting Apprentices*

The selection of apprentices shall be by the joint action of the shop committee and the company.

81. *Apprentice Must Be Approved by Union*

The employer shall have the right to employ not more than one apprentice candler for every three candler journeymen in the employ of the employer, and such apprentices shall be paid in accordance with the wage scale schedule hereinabove provided. No apprentice shall be employed except upon prior approval of the union. The apprenticeship shall consist of not more than 2 years, upon the conclusion of which they shall be classified as journeymen and shall be compensated in accordance with the above specified wage scale schedule for the type of work on which they are engaged.

UNION MEMBERSHIP REQUIREMENTS

Requirements governing admission of apprentices into the union are usually covered in the union's constitution and bylaws rather than in agreements. Some unions specify that apprentices must join the union as soon as accepted. Others do not admit apprentices until completion of a probationary period, or on admission to journeyman status. Nearly always, however, apprentices must be registered with the union.

82. *Apprentices Must Join Union 30 Days After Employment*

An apprentice is a learner beginning service in the industry. Such apprentice shall become a member of the union thirty (30) days after his first employment. Apprentice shall be considered a regular employee after having passed a probationary period of forty-five (45) days after his first employment.

83. *Apprentices to Join Union Within 6 Months*

Apprentice technicians shall be required to become members of the [union] not later than six (6) months after the beginning of their apprenticeship period.

84. *"Semibeneficial" Union Membership for Apprentices*

Upon signing of indenture papers by an apprentice, he shall also make application for membership in the [union], as a semibeneficial member and shall pay the same initiation fee and dues as all other semibeneficial members.

85. *Apprenticeship Card To Be Obtained From Union*

If an apprentice has been employed for a period of 3 months he or she shall apply to the union for an apprenticeship card.

86. *Union Given Names of Apprentices*

The company will keep the union informed of the identity of apprentices.

87. *Union Not to Have Bargaining Rights for Apprentices*

The apprentices shall annually elect an apprentice committee consisting of three journeymen to make recommendations to the management in connection with the training of apprentices by journeymen in the shop. The apprentice committee and representatives of the management shall meet quarterly for discussion of training problems. Special meeting may be called at any time, either at the request of the apprentice committee or management. The provisions of this section are not to be construed as granting the union bargaining rights for indentured apprentices.

Training on the Job

Once an apprentice has acquired skill at some particular process of the trade he is learning, there may be a tendency to retain him on that job rather than shift him to other types of work. In order to insure that apprentices receive a thorough and well-rounded training, some agreements include an outline of the major processes to be taught and the time to be spent on each. On the other hand, a number of agreements merely stipulate that apprentices will be shifted periodically from one type of work to another, or that they will be given every opportunity to learn their trade in all its ramifications.

Another type of provision designed to guarantee proper training specifies that the apprentice will work under the supervision of a journeyman at all times, or that two apprentices will not be assigned to work as partners. In some cases, union discipline is provided for journeymen who refuse to cooperate in training apprentices.

In order that the apprentice as well as the union and management may know what progress he is making, many agreements require periodic examinations during the training term and provide for periodic reports by the apprentice's immediate supervisor.

88. *Schedule of Time To Be Spent on Each Process*

The total term of apprenticeship will be at least four (4) years (not less than 8,000 hours) of reasonably continuous employment and a minimum of 144 hours

per year of related instruction included. During his apprenticeship, the apprentice shall receive instruction and experience in the following processes:

	<i>Hours</i>
1—Tool crib.....	334
2—Drill press.....	592
3—Engine lathe.....	1, 500
4—Milling.....	1, 500
5—Shaper.....	1, 000
6—Cylindrical and surface grinder.....	500
7—Tool cutter grinder.....	200
8—Bench.....	1, 334
9—Planer.....	540
10—Hardening room.....	500
Total.....	8, 000

This schedule shall mean that during the apprentice period the apprentice shall receive the amount of time listed on the various machines, the time to be allotted in accordance with production requirements and training needs. The joint apprenticeship committee may change this schedule to suit a special condition.

89. Miscellaneous Related Work May Be Substituted for Part of Schedule

During the term of the apprenticeship, the apprentice shall be given such instruction and experience on the processes and operations herein listed for the trade as is necessary to develop a practical skilled mechanic. The time on any process or operation need not be continuous; due to the diverse nature of shop operations. During the last half of the third year and first half of the fourth year of apprenticeship, approximately 500 hours of the schedule may be used for miscellaneous related work. The apprentice shall perform such other duties in the shop and on the job as are commonly related to apprenticeship.

A break-down of the work processes of the toolmaker trade shall be used and followed as nearly as possible to the following:

<i>Division of work processes</i>	<i>Approximate number hours (accumulative—need not be consecutive)</i>
Tool crib.....	300
Heat treating.....	300
Drill press.....	200
Lathes—all types.....	1, 100
Shaper and planer.....	900
Milling machine and jig borer.....	1, 500
Grinding—all types.....	1, 500
Lay-out and bench work.....	2, 200
Total.....	8, 000

90. Operations To Be Studied in Consecutive Order

The following system shall cover apprentices who propose to become sandblast operators:

First twelve (12 months as an apprentice granite cutter in a grade of work which will be beneficial to him as a sandblast operator.

The next four (4) months applied to blowing.

Next four (4) months cutting to shape.

Next eight (8) months to shaping.

Next eight (8) months cutting to blow.

91. *Apprentices Periodically Transferred to New Operations*

In order that apprentices in the baking departments may learn the trade thoroughly, they shall be transferred to a new line of operations at 3-month intervals until all operations of the trade in such shop have been covered, at which time this process shall be repeated. Apprentices shall not be on duty without supervision and shall not be employed as jobbers.

92. *Time Limit on Period that Apprentices May Be Assigned to Any One Type of Work*

Such apprentices will be given an approximately equal amount of work on all machine, floor, and bench work in the department in which they are employed. To effectively comply with these provisions, apprentices will be changed from one type of work to another at least every 6 months.

93. *Apprentices Under General Supervision of Joint Committee and Immediate Supervision of Department Foreman*

Apprentices shall be under the general direction of the joint apprenticeship committee and under the immediate direction of the foreman of the department to which they are assigned. The foreman is authorized to move apprentices from one type of work to another in accordance with the predetermined schedule of work training. No apprentice may be retained on one type of work for a period longer than the time schedule for such work unless so authorized in writing by the joint apprenticeship committee.

94. *Journeyman to Supervise Apprentices at All Times*

Apprentices shall be under the supervision of a journeyman at all times.

95. *Apprentices Not to Work Together as Partners*

Two or more apprentices shall not be worked together as partners.

96. *Union-Management Pledge of Cooperation in Training Apprentices*

The employer agrees to cooperate with the union in giving the apprentice the opportunity to learn.

97. *Apprenticeship Terminated if Employer Fails to Teach Trade in Proper Manner*

Any contractor found not teaching the apprentice the trade of carpentering in the proper manner, after due investigation by the joint arbitration board, shall be deprived of said apprentice and shall not be entitled to another boy until the end of the period said apprentice's papers call for.

98. *Refusal to Assist Apprentices in Learning Trade Subjects Journeymen to Union Discipline*

An apprentice member of this union is considered a pressman under instruction, and is entitled to call on any journeyman member for such assistance as will assist him in properly learning his trade. Journeymen members refusing to give such assistance to an apprentice when requested in a proper manner shall be subject to the laws as conduct unbecoming a member of the union.

99. *Apprentice to Receive Annual Report of His Progress*

The foreman and chairman are required to test the ability of all apprentices during each year of their service to determine the fitness of such apprentices for the trade and advancement. The apprentice shall thereupon receive from his foreman a written statement of his qualifications, copies of which the foreman shall file with the union and the joint apprenticeship committee.

100. *Immediate Supervisor to Make Monthly Report on Apprentice's Progress*

In order to properly coordinate the program, the supervisor of employee services, as training director, shall serve as an apprentice coordinator whose duty it will be to see that each apprentice progresses from one division of work to the next, in accordance with the schedule and job classifications of his trade. The general foreman of the tool room will be responsible for over-all supervision of the apprentice, and he will receive direct supervision from the supervisor or foreman in the tool room.

The coordinator of apprentices shall prepare adequate record forms to be filled in by the foreman or journeyman under whom the apprentice receives his instruction and experience. Foremen or journeymen shall make a report at least once a month to the coordinator of apprentices on the work and progress of apprentices under their direction. These reports shall be placed before the coordinator for consideration and such action as may be necessary or called for in the agreement.

101. *Progress Reports Made by Joint Committee to Management and Union*

The joint apprentice training committee shall report to the local management of the station and to the local union on the progress of the apprentice technician's training.

102. *Examinations Required Annually*

Apprentices may be required to take an examination at the end of each yearly period. It is further agreed that apprentices shall be retained the full three (3) years, and be given an opportunity to learn the trade thoroughly.

Classroom Instruction

The Federal Committee on Apprenticeship recommends a minimum of 144 hours per year of related classroom instruction, and many trades reflect acceptance of this principle by incorporating provisions in their agreements requiring related instruction. Some union agreements outline the subjects to be covered in school. Union bylaws or working rules often require school training even though it is not mentioned in the collective bargaining agreement. Outside instruction may be given in schools jointly conducted by employers and unions or by the union alone, or in public vocational schools. Time spent in school is sometimes counted as part of the total hours of the apprenticeship period.

Some trades, particularly printing, require the apprentice to take correspondence courses prepared by the international union in addition to his everyday work in the shop.

Apprentices are sometimes disposed to regard classroom instruction as impractical and unnecessary. To curb this tendency, many agreements provide for discipline, or even termination of the apprenticeship, in the event of the apprentice's failure to maintain regular attendance or to make passing grades.

Some collective bargaining agreements specify that school hours are considered part of the regular working day and are to be paid for by the employer.

103. *Minimum of 144 Hours Per Year of Classroom Instruction*

The term of apprenticeship shall be a minimum of eight thousand (8,000) hours of work and an additional five hundred seventy-six (576) hours of related technical instruction. The first one thousand (1,000) hours shall be considered a probationary period. During this period annulment of the apprenticeship agreement may be made by either party, but notice of such action shall be given to the Federal Committee on Apprenticeship.

The total number of hours assigned to related classroom instruction shall not be less than 144 hours per year, and such time shall not be counted as hours of work as related to the minimum of 8,000 hours required in the term of apprenticeship.

104. *Statement of Subjects To Be Covered in Classroom Instruction*

All apprentices shall be required to attend classroom instruction in subjects related to their trade for a minimum of 144 hours per year during each year of the term of apprenticeship or a total of 576 hours. The schedule of class hours should be for 4 hours per week, 36 weeks per year. This time spent in related instruction shall be classed as hours of work and shall be paid for.

In case of failure on the part of any apprentice to fulfill his obligation as to school attendance, the joint apprenticeship committee may cancel his agreement, advising the registration agency of such cancellation.

When the related work of the apprentice is not of the calibre necessary to proficiency relative to the trade being followed, such deficiency will be called to the attention of the supervisor of personnel by the school authorities carrying on the related work.

The classes of related instruction shall be arranged for by the — State Education Department in cooperation with the local school authorities and when established shall be under the supervision of the local school authorities.

The course content of the related instruction shall be determined by the supervisor of personnel under the direction of the joint apprenticeship committee, in conjunction with the — State Education Department and the local school authorities.

The related classroom instruction shall cover the following subjects:

Elementary and Basic Work

- Blueprint reading (elementary and advanced).
- Shop sketching.
- Related trade drawing.
- Related trade science.
- Related trade theory.
- Related trade mathematics.
- Industrial history and labor problems.
- Course in safety.
- Other courses, as necessary.

NOTE.—The following courses are basic courses. The apprentice will take his major part of instruction in the field of specialization in which he intends to work in the plant with enough basic instruction in the other divisions to give him a general knowledge of those phases of toolmaking.

Advanced Basic Work

- Principles of jig and fixture design.
- Principles of gage design.
- Principles of cutting tool design.
- Principles of punch and die design.
- Lay-out, inspection, and assembly practices.

The amount of time to be devoted to each subject and the sequence they are to follow will depend upon the type of work being performed by the apprentice in the plant. It is intended that this classroom instruction shall be so integrated with the work in the plant that the apprentice and the company shall receive the maximum benefits from such instruction.

The school authorities shall be requested to submit once a week, registration and school attendance records of each apprentice to the supervisor of personnel.

105. Apprentice to Attend Vocational School 2 Nights a Week

Apprentices shall attend regular vocational school 2 nights per week, one hundred forty-four (144) hours per year.

106. Apprentice to Take Correspondence Course Conducted by Union

Beginning with the second year apprentices shall be enrolled in and complete the — Course of Lessons in Printing¹ before being admitted as journeymen members of the union. During the last year of apprenticeship the apprentice shall be permitted to learn the operation of typesetting and typesetting machines, and must be given opportunity to acquire knowledge of all classes of work on such machines.

107. Time Spent in School Credited as Part of Apprenticeship

All apprentices shall be required to attend whatever trade school the joint arbitration board shall make arrangements for them to attend. They shall be given credit for the length of time that they spend in the school, the same as though they were actually working on the job.

108. Failure to Attend School May Terminate Apprenticeship

The apprentice shall enroll in and attend classes in subjects related to his trade at Mechanic Arts School for not less than 144 hours per year during his apprenticeship. These courses must be passed with grades satisfactory to Mechanic Arts School. The related classroom instruction shall be under the direction of the Department of Vocational Education, Mechanic Arts School. The coordinator of apprentices shall act in an advisory and consultant capacity in determining subjects to be taught, and in any other problems pertaining to related education of apprentices.

In case of failure on the part of the apprentice to fulfill his obligation with respect to school attendance (except in case of sickness or injury) the company shall have the authority to suspend or revoke the agreement with the individual.

109. Monetary Penalty or Suspension for Failure to Attend School

Should apprentices fail to attend any session of the school without an excuse that is acceptable to the joint arbitration board, they shall be penalized 1 day's wages for each session not attended, or ruled off the job for a period of days at the discretion of the joint arbitration board.

¹ A correspondence course.

110. *Joint Committee May Discipline Apprentices Showing Lack of Interest or Aptitude in Schooling*

It shall be the duty of the joint apprenticeship committee to arrange for the technical schooling of all apprentices, such schooling to be given the apprentices under competent instructors. The committee shall arrange a definite schedule of classes and courses of study in applied physics, chemistry, and such other subjects as the committee may deem essential to the proper technical education of the apprentice. Any apprentice habitually absenting himself from his classes, failing to show the proper interest or make the required grades in his studies shall be subject to discipline, suspension, or dismissal at the discretion of the joint apprenticeship committee.

111. *Regular Rate Paid for Time Spent in School Instruction*

The hours of work for apprentices shall be paid for and conform to the stipulations of the agreement between the company and the union, excepting, however, that hours spent in supplemental school instruction shall be paid for at the regular rate excluding overtime.

112. *Paid School Time Not to Exceed 4 Hours Per Week*

Apprentices shall be paid at their straight hourly rate of pay for time actually spent attending school provided such pay shall not exceed 4 hours per week.

113. *Allowance for Meal and Carfare on School Nights*

Apprentices shall be allowed one dollar (\$1) for carfare and supper money on the nights they are required to attend classes, this amount to be paid by the firm giving them employment.

Regulations Governing Work By Apprentices

Although provisions governing the type of work performed by apprentices are based in part on consideration of public safety, quality of product, and job security of the journeyman, the principal objective is to assure that the apprentice is trained in all aspects of the work under a journeyman's supervision.

Some agreements permit the apprentice to do any work assigned to him by a journeyman or foreman. Others do not allow apprentices to perform journeymen's work except in emergencies; or apprentices may not be permitted to do any work for which a journeyman is required by law to assume responsibility. Other agreements do not allow the apprentice to do any work outside the shop unless accompanied by a journeyman, so as to insure direct training and supervision; still others do not permit the apprentice to work alone until his last, or next to last, year of training.

A type of restriction designed to insure an adequate amount of work for journeymen stipulates that apprentices will not be permitted to work if journeymen are averaging less than a specified number of hours per week.

114. *Apprentice to Do Any Work Assigned by Journeyman or Foreman*

Any apprentice may do any work assigned to him by a mechanic or a foreman.

115. *Apprentice Not to Work Outside Shop Unless Accompanied by Journeyman*

No apprentice will be allowed to work outside the shop unless accompanied by a journeyman until the completion of his second year of apprenticeship.

116. *Apprentice Not To Be Assigned Work for Which Journeyman Is Required to Assume Responsibility*

Apprentice mechanics may be assigned to productive work, but shall not be assigned to work for which there is a governmental requirement that such work be signed for by a mechanic, except when such assignment is under the supervision of a mechanic qualified to sign for such work.

117. *Experienced Apprentices May Perform Journeyman's Work Only in Special Cases*

Apprentices shall not perform the work of a journeyman except in a special case and then only the most experienced apprentices shall be assigned to this work.

118. *Solo Work on Specified Job Limited to 4 Hours*

No apprentice shall work alone on any job except the fourth-year apprentices may work alone on repairs or maintenance, or they may make additions to existing installations not requiring more than four man-hours of labor.

119. *Apprentices Not to Work in Any Department Where Journeymen Are Working Less Than 40 Hours a Week*

All journeymen in any department must be working not less than 40 hours per week before apprentices and helpers of same department will be permitted to work.

120. *Apprentice Not To Be Assigned to Department Where His Presence Would Bring Average Workweek Below 24 Hours*

In the apprentice school, the students shall have various prearranged assignments requiring them to spend a period of time in each of the various divisions of the crafts for which they are apprentices.

In no case, however, shall any employee of the above groups be sent on a scheduled assignment into an operation in a department whereby such assignment would cause the average work hours to be brought below twenty-four (24) per week.

Admission to Journeyman Status

In many cases agreements do not specify the procedure by which apprentices achieve journeyman status upon completion of the term. Some agreements state that apprentices automatically become journeymen at the end of the training period. Others require the apprentice to pass an oral or written examination or to give a practical demonstration of his ability to perform the job. In some cases, experience with his other employers is considered in determining the apprentice's qualifications for journeyman status.

Agreements sometimes stipulate that completion of apprenticeship does not guarantee a job as journeyman with the company. Other agreements, while they do not guarantee a job, grant qualified apprentices priority over outsiders for any journeyman vacancies which develop. Another method of dealing with the situation created by

the lack of a journeyman vacancy when the apprentice completes his term is to grant him a leave of absence and permit him to take other employment until a vacancy occurs.

Some agreements provide for the relaxation of qualifications for admission to journeyman status during periods of national emergency.

121. Journeyman Status Automatically Given Upon Completion of Apprenticeship

Apprentices having worked 4 years at the trade shall automatically become journeymen and be paid as such.

122. Practical Examination in Other Shops Prerequisite for Journeyman Status

It is further understood that apprentices shall work at the trade at least three (3) years, and pass a practical examination in other shops than the one in which they work, before being transferred to a journeyman baker.

123. Allowance for Experience in Determining Admission to Journeyman Status

Apprentice mechanics will be advanced to the classification of mechanic provided there is a vacancy in that classification upon meeting the qualifications required for the job to which they are to be assigned and upon meeting the approval of the review board, consideration will be given to the employee's experience both before and since employment by the company.

124. Certificate of Apprenticeship Granted Employees Completing the Program

Upon the successful completion of the apprenticeship, under this program, and upon the recommendation of the company, the Federal Committee on Apprenticeship will furnish each apprentice with a certificate of apprenticeship. The company will likewise furnish each successful apprentice a company certificate. No apprentice shall be granted such certificate until he has complied in all respects with the terms of the agreement. The apprentice will, upon such successful completion, be transferred to a class II toolmaker's classification.

125. Completion of Apprenticeship Does Not Guarantee Employment as Journeyman

After satisfactory completion of a four (4) years' course, and upon the foreman's recommendation, an apprentice shall receive a certificate or letter to that effect and, if a vacancy exists, receive the classification of first-class mechanic with a group B seniority status.

Nothing in this article shall be construed to mean that the company guarantees or promises that upon the satisfactory completion of his 4 year term an apprentice will be employed as a mechanic.

126. Outsiders Not to Fill Journeyman Vacancies If Qualified Apprentices Available

No vacancy in the classification of mechanic shall be filled from outside of the company if an apprentice mechanic in the employ of the company is qualified to fill such vacancy.

127. Apprentice May Take Other Employment While on Leave of Absence if No Journeyman Vacancy Exists

If after 90 days from the date an apprentice mechanic becomes eligible for advancement to the position of mechanic and no position is available for him in the classification of mechanic, the apprentice mechanic to be reclassified may take a leave of absence from the company and engage in other employment.

128. *Advancement to Journeyman Status During Periods of National Emergency*

During a period of national emergency, an apprentice may be advanced to the status of a skilled worker if the need is sufficiently great to warrant such advancement and if it is found by the committee that he has the ability to handle the work. A worker so advanced shall be required to attain proficiency at the earliest possible opportunity. The committee may require an apprentice awarded such advancement to continue his related instruction until its completion. The registration agency shall be advised of such advancements.

Rate of Pay

The Federal Committee on Apprenticeship recommends a progressively increasing scale of wages for the apprentice. The principle of automatic wage progression plans for apprentices is recognized in most union agreements. Such wage progressions may be stated in terms of hourly rates, as a percentage of the journeyman's rate, or as a combination of the two. Where an apprentice has previous experience an allowance is sometimes made for such experience in determining the rate to which he is entitled under a wage progression plan. Occasionally, agreements specify that no wage increase will be given unless the apprentice's progress is satisfactory.

Some agreements state that any general wage increase affecting the regular working force is also applicable to apprentices' rates. Such a clause is of course unnecessary where apprentices' rates are expressed as a percentage of journeymen's rates. Periodic union-management review of apprentices' rates are provided by some agreements.

Occasionally the apprentice is given a cash bonus or a set of the tools of his trade upon completion of the term.

129. *Automatic Wage Progression for Apprentices*

The apprentice rate of wages for the first six (6) months of apprenticeship shall be the company minimum hiring rate and shall be progressively increased each six (6) months in equal steps so that upon completion of the four (4) years' apprenticeship the rate shall be within eight (8) cents per hour of the maximum of the machinists's rate range.

Wage schedule under wage rates in effect May 1, 1945 :

	<i>Per hour</i>
1st 6 months or approximately 1,000 hours.....	\$0. 64
2d 6 months or approximately 1,000 hours.....	. 71
3d 6 months or approximately 1,000 hours.....	. 78
4th 6 months or approximately 1,000 hours.....	. 85
5th 6 months or approximately 1,000 hours.....	. 92
6th 6 months or approximately 1,000 hours.....	. 99
7th 6 months or approximately 1,000 hours.....	1. 06
8th 6 months or approximately 1,000 hours.....	1. 13
After completion.....	1. 19

The company will use its best efforts to give apprentices every reasonable opportunity to learn all branches of the trade, and shall not keep them on one machine or job for more than six (6) months.

Apprentices who are given credit for previous experience shall be paid, upon signing the apprenticeship agreement, the wage rate for the period to which such credit advances them.

130. Automatic Progression Based on Journeyman's Rate

Apprentices shall be paid not less than the following percentages of the journeymen machinists' minimum wage rates:

	<i>Percent</i>
1st 6 months of employment.....	52.0
2d 6 months of employment.....	56.5
3d 6 months of employment.....	60.0
4th 6 months of employment.....	65.0
5th 6 months of employment.....	69.5
6th 6 months of employment.....	74.0
7th 6 months of employment.....	82.5
8th 6 months of employment.....	91.0
Thereafter journeyman's rate of pay.	

131. Apprentices' Rates Expressed as Percentage of Journeyman's Rate and as Hourly Rate

APPRENTICE RATES: Computed on percentage basis of journeyman machinist's rate as follows:

	<i>Per hour</i>
1st 928 hours, 52 percent.....	\$.78
2d 928 hours, 56.5 percent.....	.85
3d 928 hours, 60 percent.....	.90
4th 928 hours, 65 percent.....	.98
5th 928 hours, 69.5 percent.....	1.05
6th 928 hours, 74 percent.....	1.12
7th 928 hours, 82.5 percent.....	1.25
8th 928 hours, 91 percent.....	1.37

132. No Wage Progression if Apprentice's Work Unsatisfactory

Rates of pay for apprentices shall be as follows; provided, however, that no apprentice shall receive an increase in pay at the end of any six (6) months' period unless his progress in shop work is satisfactory:

	<i>Per hour</i>
1st 6 months.....	\$.76
2d 6 months.....	.86
3d 6 months.....	1.00
4th 6 months.....	1.08
5th 6 months.....	1.13
6th 6 months.....	1.18
7th 6 months.....	1.27
8th 6 months.....	1.35
First-class mechanic's rate thereafter.	

133. Allowance for Previous Experience in Determining Apprentice's Wage Rate

Apprentices who are given credit for previous experience shall be paid, upon signing the apprenticeship agreement, the wage rate for the period to which such credit advances them.

134. Apprentices to Receive Not Less Than Minimum Common Labor Rate

Trade apprentices in any plant of the company shall receive not less than the minimum common labor rate, applicable at that plant, for each hour worked during the first period of the trade apprentice training program.

135. Starting Rate Equal to Minimum Labor Rate but May Retain Present Rate if Higher

The starting rate for apprentices shall be the minimum rate paid to laborers: *Provided, however, That, if an employee is selected for apprenticeship who is receiving a higher rate of pay than the minimum labor rate, he may start at the rate he is receiving, if not higher than the metal pourers' rate, and if he has been working in the plant for a sufficient length of time to have received under the apprentice schedule a rate of pay equal to that currently received under his present classification. Increases shall be granted to apprentices at the end of each 6-month period equal to one-eighth of the difference between his starting rate and the journeyman's rate, said increases to continue until he has served the necessary term.*

136. General Wage Raise Also Applicable to Apprentices

All apprentices shall be entitled to any general raise applicable in their respective departments.

137. Rate of Pay to be Negotiated When Apprentice System Reinstated

The company and the union agree that upon the reinstatement by the company of an apprentice system of training, the question of remuneration shall be the subject of negotiation between the company and the union.

138. Apprentices' Rates Subject to Periodic Review by Union and Employer

Apprentices' wage rates are to be increased at least twenty percent (20%) every 6 months, and are to be reviewed every 6 months by the secretary-business manager of the union and the employer.

139. Cash Bonus Upon Completion of Apprenticeship

Upon completion of a 4 years' course (or its equivalent) an apprentice shall receive a certificate from the company to that effect and a bonus of \$100.

140. Tools of the Trade Given Apprentice Upon Completion of Term

The company will furnish the apprentice with a kit of tools applicable to the trade of toolmaker (list attached). Upon satisfactory completion of the term of apprenticeship, these tools will become the property of the apprentice.

Hours and Overtime

The workday and the workweek for apprentices are usually the same as for journeymen. However, apprentices are often prohibited from working overtime or on night shifts. Such prohibitions may be intended to protect both the job security of journeymen and the health of young apprentices. Also, the apprentice is likely to get better training on the regular day shift than on night shifts or during overtime hours. Overtime is sometimes permitted in emergencies or in cases where journeymen also work overtime.

141. Hours and Overtime Provisions Same for Apprentices as for Journeymen

Apprentices shall work the same hours and be subject to the same conditions regarding overtime as the skilled workers in their trade who are employed by the company.

142. Prohibition of Overtime Work

Apprentices shall not be allowed on the night shift or in any branch where a journeyman is not employed. They shall not be permitted to work overtime.

143. *No Overtime for Apprentices Unless Regular Employees Also Work Overtime*

No apprentice in his probationary period shall work when any regular employee in his department, if performing the same work, is laid off. No such apprentice shall work overtime in his department unless all of the regular employees in said department performing his work also work overtime.

144. *No Overtime Except in Emergencies*

Apprentices shall not be permitted to work overtime, except in emergencies, and will not be assigned to night shifts except in furtherance of their training while they are training at a line service station, and at a maintenance base only when approved by the local joint apprenticeship committee.

145. *No Overtime Unless Apprentice-Journeyman Ratio Maintained*

No apprentice shall be employed on overtime work in an office unless the number of journeymen on the same shift equals ratio prescribed in the local scale; at no time shall any apprentice have charge of a department.

146. *No Overtime by Apprentices Under 18; Ratio To Be Maintained*

In no instances shall an apprentice be allowed to work overtime unless he is 18 years of age and then only when one or more of the regular force other than the foreman shall be so employed. The ratio of one to eight shall be maintained for all overtime.

147. *No Overtime Unless Journeymen in Department Approve and Apprentice Has Served 4 Years*

An apprentice shall not work overtime except in an emergency, and then only with the approval of the journeymen in the department to which he is indentured, and further, such apprentice shall have served 4 years of his apprenticeship.

148. *Apprentice to Work Only the Day Shift*

An apprentice shall work only the day shift so as to enable him to get the maximum training.

Seniority Status

One important problem is that of establishing the apprentice's seniority in relation to journeymen, once he completes his term and becomes a full-fledged member of the working force. Agreements handle the problem in various ways: In some cases full seniority credit as a journeyman is given for time spent in apprenticeship; in others, the apprentice receives partial seniority credit, usually equal to one-half the total apprenticeship period; and, in still others, no seniority credit is given for the apprenticeship period. Some agreements merely state that apprentices attaining journeyman status will have no seniority rights over journeymen already on the seniority list.

In some cases, separate seniority lists are kept for apprentices and, when journeyman vacancies occur, qualified apprentices may be promoted on the basis of seniority.

Agreements sometimes outline special procedures to enable the apprentice to establish seniority rights if he graduates from apprenticeship when no journeyman vacancies exist. For example, he may be permitted to work one day as a journeyman in order to establish

seniority, so that if the company calls him to work at some future time, he receives seniority credit as a journeyman for the period of lay-off.

149. *Seniority Credit for Time Spent in Apprenticeship*

When apprentices are removed from the apprenticeship course for any reason, including graduation, and given other employment in the plant, they shall be given credit for the time they have spent in the apprenticeship course for seniority purposes.

150. *Seniority Credit for Military Service Given Veteran Upon Completion of Apprenticeship*

A returned veteran apprentice shall, upon completion of apprenticeship, be given seniority as a journeyman of 2 years plus the length of his service in the armed forces.

151. *Apprentice Given 2 Years' Seniority Credit on Graduation*

Upon completion of indenture, apprentices shall be given two (2) years of seniority and be classified within the grade covering their particular job.

152. *Apprentice Given 1 Year's Seniority Credit on Graduation*

When an apprentice receives a completion certificate, upon satisfactory completion of the apprenticeship program, he shall be made a journeyman and given 1 year's seniority in his craft.

153. *No Accumulation of Seniority During Apprenticeship*

An apprentice does not accumulate any seniority while serving his time.

154. *Seniority Rights Begin When Apprenticeship Ends*

At the end of the third such period, such apprentice technician shall become a regular technician, and his seniority rights shall commence with the end of his apprenticeship.

155. *Separate Seniority List for Apprentices*

Seniority lists will be kept separate between regular tool room operators and machine repair operators and apprentices.

156. *Apprentice Attaining Journeyman Status Has No Seniority Rights Over Present Journeymen*

Apprentices who are transferred to the journeyman classification shall retain no seniority rights over any journeyman listed on the seniority list at the time of such transfer.

157. *Procedure for Establishing Seniority as a Journeyman When No Opening Exists*

Upon completion of apprenticeship, if no opening exists in the mechanic's classification, he will be permitted to work one (1) day as a mechanic at the mechanic's minimum rate of pay to establish his system seniority as a mechanic, and will then be furloughed and classified as "waiting." Thereafter his bid for any vacancy that may be bulletined on the system will be given the same consideration as any other bid from a mechanic and his first permanent assignment will establish his "point seniority."

158. *Promotions on Basis of Seniority*

When openings occur, mechanical helpers and mechanical apprentices will be promoted, if qualified, to more skilled jobs in the mechanical department on basis of seniority.

Continuous Employment; Lay-off and Reemployment

The proper training of apprentices requires steady employment, and some agreements assure apprentices continuous employment during their entire apprenticeship or for a stated portion thereof. Since steady employment is not always possible, many agreements have provisions governing the lay-off and recall of apprentices. The most common provision is the maintenance of the ratio of apprentices to journeymen in lay-offs and reemployment. Some agreements require that apprentices be laid off in order of seniority, while others require the consideration of both seniority and ratio in lay-offs. Some agreements permit the abandonment of ratio requirements during periods of lay-off, i. e., all apprentices are laid off before any journeymen.

Rehires are usually in the reverse order of lay-offs, and some agreements further stipulate that laid-off apprentices will be rehired before any new apprentices are employed.

In a few cases, the State or Federal apprenticeship committee or other registration agency must be notified of lay-offs and reinstatements of apprentices.

159. Apprentice Furnished 52 Weeks' Work Per Year

It is mutually agreed and understood that the employer shall furnish work for the apprentice 52 weeks per year. In the case apprentice does not report for work the contractor is not obligated to pay him for the day he so absented himself.

160. Apprentice to Receive Continuous Employment During First 3 Years; 25 Percent of Wages Paid During Lay-offs

The employer agrees to employ such apprentices continuously for the first 3 years. Apprentices may be laid off during dull periods, but in such cases apprentices shall receive 25 percent of their wages as per this agreement.

161. Employment Regularized by Granting Priority for Apprentice Vacancies in Other Shops

Apprentices must be regularly employed. If an apprentice is laid off to reduce the force, or for other reasons beyond his control, he shall be given the opportunity to accept the next vacancy in any office party to the contract with such standing as may be determined by the joint apprenticeship committee.

162. Lay-off of Apprentices in Proportion to Lay-off of Journeymen

When the number of class I and II toolmakers is reduced in employment, a corresponding ratio of apprentices shall also be reduced.

163. Lay-off and Recall Based on Seniority

The company intends and expects to give the apprentice steady employment, but reserves the right to lay off or to curtail his working hours whenever business conditions make this course necessary. Apprentices with the least amount of service with the company will be laid off first, and rehires will be made in reverse order.

164. Both Seniority and Ratio Considered in Laying Off Apprentices

Seniority for apprentices shall be as follows: During his apprenticeship, that apprentice shall be laid off and rehired in accordance to ratio and his appren-

ticeship seniority. During his apprenticeship period, the apprentice shall retain his shop seniority in his former classification. After completion of his apprenticeship, the apprentices shall have the seniority to his credit earned as an apprentice.

165. Apprentices Laid Off Before Journeymen and Before Reduction of Workweek

In the reduction of the working force, apprentices will be laid off before the regular tool room operators and machine repair operators on the seniority list and before any reduction of the hours of work.

166. No New Apprentices Employed Until Laid-Off Apprentices Reinstated

No additional apprentices will be employed until those laid off have been returned to work under this program.

167. Apprentices Exempt From Seniority Provisions

All apprentices shall be exempt from the seniority provisions of this agreement. The hiring, lay-off, and discharge of apprentices shall be within the discretion of the company. An apprentice, at the completion of his contract, shall have seniority in any group in which he has worked, based upon his company length of service. The designation of such group shall be at the direction of the company.

168. Apprentices May Not Replace Regular Employees During Lay-off

Apprentices shall not be used to replace employees with seniority when reductions in force are necessary.

169. Registration Agency Must Be Notified of Lay-offs and Reinstatements

Whenever the number of skilled workers employed in the plant is reduced for any reason, there shall be a corresponding reduction in the number of apprentices employed in the trade. The principle of seniority as stated in the "agreement" shall be followed in making any such reduction. If any apprentice is temporarily laid off because of business conditions, he shall be reinstated before any additional apprentices are employed in the same trade. The registration agency shall be notified of such lay-offs and reinstatements.

Discharges and Quits

The first few months of the apprenticeship term are usually considered a probationary period during which the employer (or the joint apprenticeship committees) may determine the apprentice's ability to learn the trade. Probationary periods of 3 to 6 months are frequently specified by union agreements. In most cases, apprentices may be discharged during the probationary period without recourse to the grievance procedure. After completing probation, however, apprentices are usually protected from summary discharge by the same rules that govern the discharge of journeymen. But when an apprentice fails to make satisfactory progress, the employer can terminate the apprenticeship, subject to the right of the apprentice to appeal to the union or to the joint apprenticeship committee. Under the terms of some agreements, the employer forfeits the right to replace an apprentice discharged without the consent of the joint apprenticeship committee.

Training apprentices represents an investment in time and money which is lost to the employer if the apprentice quits before completing his term. For this reason, many agreements penalize the apprentice if he quits during the term of his apprenticeship. Usually, permission of both employer and union must be obtained; and apprentices quitting without permission are often prohibited from completing their apprenticeship in any other shop under the jurisdiction of the union. However, in cases where the employer proves unable to provide proper training, the apprentice may be transferred to another employer.

170. *Discharge During Probationary Period Not Subject to Review*

The employment of an apprentice for the first four full consecutive weeks shall be deemed a trial period and therefore the lay-off or discharge of such apprentice during this period shall not be subject to review. At the end of four full consecutive weeks, if such worker is retained for further employment, he or she shall join the union immediately and be entitled to all benefits and privileges of this agreement.

171. *Joint Committee May Terminate Apprenticeship During Probationary Period*

The first 1,000 hours or approximately 6 months of employment for every apprentice, after signing an apprenticeship agreement, shall be a probationary period. During this probationary period the agreement may be canceled by the joint apprenticeship committee. After the probationary period the apprenticeship agreement may be canceled upon written request of both parties thereto or upon adequate cause being shown by either party and with the approval of the joint apprenticeship committee. The registration agency shall be advised of all such cancellations.

172. *Apprentice or Employer May Terminate Apprenticeship During Probationary Period*

Should any apprentice during the first 6 months of his apprenticeship, in the opinion of the company, prove unfit for learning the proposed trade, he may be dismissed at any time during that period without previous notice and such dismissal shall not be questioned by the union. After the first 6-month period, he may only be dismissed from the company for just and proper cause.

In the event that the apprentice, during the first 6 months of his employment, feels that he is unqualified for the work, and desires to be released, the company, upon written request, shall release him from his apprenticeship agreement and give him employment in such other classification as he may desire to work, provided the company then has a position open for him in that classification and provided, in the company's opinion, he is qualified to perform such work.

173. *Foreman or Department Head May Discharge Apprentice for Just Cause*

The foreman or head of department of any apprentice may discharge any apprentice for lack of skill, ill health, or lack of application and interest in his work and the work of the company, or any other just and proper cause.

174. *Periodic Examinations to Determine Whether Apprenticeship Should Be Terminated*

An examination of apprentices shall be given by the coordinator of apprentices before each period of advancement or at such other times as may be determined. In these examinations, consideration shall be given to school attendance, progress in school and in the shop, and daily employment records of the apprentice.

If the coordinator of apprentices finds that an apprentice shows a lack of interest or does not have the ability to become a competent mechanic, he may request that the apprentice be removed from the program. The Federal Committee on Apprenticeship will be advised on all terminations and the reason therefor.

175. *No Discharge Without Investigation by Joint Committee*

Offices employing apprentices are not allowed to discharge an apprentice without a full investigation and consideration by the joint standing committee.

176. *Union To Be Notified Before Apprenticeship Terminated*

Such apprentices shall be on a trial period for three (3) months, during which time they may be discharged by the company, upon notice to the union, if found incompetent.

177. *Restriction on Replacement of Apprentice Discharged Without Consent of Joint Committee*

Should an employer discharge an apprentice without the consent of the joint apprenticeship committee, he shall forfeit all rights to replace the discharged apprentice until after the expiration of the term of said apprentice.

178. *No Lay-off or Quit Without Mutual Consent of Employer and Union*

After a probationary period of 500 hours, no apprentice shall be laid off or permitted to leave his employment except by mutual consent of the employer and the union.

179. *Apprentice Quitting Without Permission May Not Complete Apprenticeship in Any Shop Under the Union's Jurisdiction*

Should an apprentice leave his position without the consent of the joint apprenticeship committee, he shall forfeit all rights to finish his apprenticeship in any foundry within the jurisdiction of the [union] until after his term has expired.

180. *Apprentice Transferred if Employer Unable To Fulfill His Obligations*

If the company is unable to fulfill its obligations under the apprenticeship agreement, the company may transfer the apprentice to another employer. The registration agency shall be advised of all such transfers.

181. *Apprentice Not To Transfer to Another Employer Without Permission of Union and Present Employer*

No apprentice shall be permitted to leave one shop to work in another during the term of his apprenticeship, except with the consent of the society and the employer.

LEARNERS

The term "learner" is generally used in occupations for which new and inexperienced workers are ordinarily trained directly upon hiring into the establishment. The term is usually applied to persons learning jobs which do not require formal apprenticeship training.

Learners differ from apprentices in that their trade or occupation requires a lesser degree of skill and therefore a shorter period of training. Moreover, in the case of learners, there is no apprenticeship agreement to bind the worker and no corresponding responsibility on the part of the employer or the union to provide training. Few union agreements refer to learners except with regard to length of learning period and wage rates.

The length of the learning period depends on the complexity of the operation, and may vary from a few weeks to a year or more. In some cases, the learning period may be shortened if justified by the learner's progress.

During their training period, learners are usually paid at a rate lower than the minimum rate for the regular working force, although a few agreements prohibit wage differentials for learners. Graduated wage scales are sometimes provided, i. e., wage increases are given at specified intervals until the minimum or job rate for regular employees is reached.

Learners employed in interstate commerce or producing goods for interstate commerce may not be paid at rates below the minimum rates established by the Fair Labor Standards Act unless special permission is obtained from the Wage and Hour Division of the United States Department of Labor.

182. *Necessity for Learners and Conditions of Employment Subject to Negotiation* (Arbitration invoked if parties unable to agree.)

Before learners are employed, the matter shall be taken up by the employer with the union, and if the parties do not agree as to whether they are necessary and the conditions of their employment, the matter shall be arbitrated as above provided.

183. *Learners Hired Only When No Trained Workers Available*

The company may employ learners or short-term apprentices on a basis mutually satisfactory to the company and the union.

Learners may be employed only when no trained operators are available on the departmental seniority lists.

184. Learning Period of 9 Months

The term "learner," as used in this agreement, constitutes one of the unskilled employees of the employer covered by the appropriate bargaining unit, who is engaged in learning a single operation not requiring knowledge of, nor skill in, other operations. A learner may become a regular employee after satisfactorily serving the employer as a learner for a period of not less than nine (9) months.

185. Foreman May Shorten the Learning Period

The maximum learning period for beginners and learners in the job classifications of sewer, patcher, hemmer, blower, turner, sorter, and trimmer shall be 480 working hours, providing that the learning period may be shortened if the employee in the judgment of the foreman and other supervisory employees has learned the job sufficiently to be transferred to the particular job classification. The rates of pay for learners and beginners are as set forth in Schedule "A" attached hereto.

186. Graduated Wage Scale for Learners

A learner is an employee who has worked less than two hundred forty hours or less than 6 weeks on the job. The rate per hour of a learner on employment shall be 60 cents which shall be increased after 2 weeks to 65 cents; after 4 weeks to 70 cents and after 6 weeks to 75 cents.

187. Time Limits on Progression From Hiring Rate to Basic Rate

Beginners' (or learners') rates applicable to women's jobs must comply with the following conditions:

(a) The total period between the time of employment and the attainment of the basic rate of ninety and one-half (90½) cents shall not exceed six (6) months.

(b) The period of any step rate between the rate at time of employment and the basic rate of ninety and one-half (90½) cents shall not exceed two (2) months.

(c) There shall not be over seven and one-half (7½) cents spread between the hiring rate and the basic rate of ninety and one-half (90½) cents.

188. Starting and Minimum Rates Specified

The starting rate for new inexperienced employees shall be fifty (50) cents per hour for the first six (6) weeks of employment, and fifty-five (55) cents per hour thereafter, as a minimum rate.

189. Learner to Receive Rate Provided by Law

Learners are defined as those persons who have had no adequate previous experience. The learning period shall be four (4) weeks, and learners shall receive as their regular rate of compensation the rate provided by law.

190. No Wage Differential for Learners

The company shall not permit anyone to work around the plant as learners or in any other capacity unless they receive the established rate of pay for the type of work they are performing.

191. Minimum Weekly Earnings for Learners

Learners who have served an apprenticeship of less than 6 weeks shall receive earnings of not less than \$26 per week of 40 hours. After 6 weeks, they shall receive at least the established minimum.

192. Minimum Hourly Rate for Learners on Piecework Occupations

The minimum wages of learners for piecework operations based on a work-week of 40 hours shall be as follows :

	<i>Hourly rate</i>
First 6 weeks of employment-----	\$0. 50
Second 6 weeks of employment-----	. 53
Thereafter -----	. 56

193. Piece-Rate Earnings or Learner Rate, Whichever is Greater

Learners placed on piece or incentive rate jobs during the learning period shall be paid their piece or incentive rate earnings of the learner rate provided for in this section, whichever is greater.

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