



South Florida Operating Engineers Apprentice and Training Trust
Apprenticeship Policies and Procedures
June 2025

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BOARD OF TRUSTEES' STATEMENT OF APPRENTICESHIP POLICIES AND PROCEDURES

In order for the South Florida Operating Engineers Apprentice and Training Trust (herein referred to as "SFOE") to fulfill its obligations and responsibilities of providing a sound and progressive Apprentice and Training Program—as defined in the Collective Bargaining Agreement between Local Union 487 and its contractors and as further defined in the Standards of Apprenticeship and Training—this Statement of Apprenticeship Policies and Procedures is hereby adopted June 2025. Authority for this Statement of Apprenticeship Policies and Procedures is given to the SFOE in the Standards of Apprenticeship and the Florida Department of Education, Career and Adult Education, Apprenticeship Office.

The SFOE shall adjust or determine all disputes and complaints having to do with the Policies and Procedures, Apprenticeship Agreements, and with the employment and training of apprentices.

The Training Director (hereinafter referred to as Director) will act for and under the direction of the SFOE Board of Trustees in the administration of these Policies and Procedures when the SFOE Board is not in session.

Section I – General

- A. Probationary Period. After signing the Apprenticeship Agreement, an apprentice will be on probation for the first 2,000 hours of on-the-job training (OJT) and until completion of the first (1st) year curriculum. During this period, the apprenticeship may be terminated by either party FOR ANY REASON without the right of appeal.
- B. Union Dues; Initiation Fee. Once an apprentice starts working, they must pay \$20.00 a month applicant service fee to the union hall. After a three (3) month period, they will be initiated and be required to pay a \$121.25 initiation fee to become a member of the local union. This initiation fee covers (6) six months of union dues (\$90.00), a \$25.00 initiation fee, and a \$6.25 initiation tax.
- C. Union Meeting Attendance. After becoming a union member, apprentices must attend one union meeting per month and union dues must be paid to the union hall. Dues are \$15.00 per month and 3% of gross pay. Note: the 3% gross pay assessment is automatically deducted from the apprentice's paycheck. Union dues must be paid over the phone, through automatic withdrawal, by mail, or in person.
- D. Apprentices must keep their initiation receipt or union card/book on them at all times.
- E. Apprentices shall be at work sites at least one-half hour (30 minutes) before work starts.
- F. Apprentices reporting to a new job assignment must report immediately to the Master Mechanic, Foreman, or Job Steward for the Operating Engineers.
- G. An apprentice who fails to show up for a work assignment without an acceptable reason, as solely determined by SFOE, or leaves the job site without prior approval of the business manager or Director will be terminated from the apprenticeship program.

- H. Disciplinary Action. The SFOE Apprenticeship Policies and Procedures disclose rules, regulations, and procedures that all apprentices must comply with while in SFOE's apprenticeship program. Failure to comply with and adhere to the rules, regulations, and procedures set forth herein will result in disciplinary action. The SFOE has the authority to place an apprentice on probation, authorize and withhold pay upgrades, extend the term of apprenticeship, advance or hold back an apprentice in his/her related training (herein referred to as school), or suspend or terminate an apprentice from the program. Apprentices sent home for the day due to a violation of any of these policies will lose credit for classroom hours not completed that day. His/her employer will be notified that he/she is absent for the day.
- I. Misconduct. Where an apprentice breaks any of the rules in these policies that are classified as misconduct (see Section 4), the instructor will be required to fill out a Misconduct Action Form (see Appendix I) and present it to the apprentice for his/her signature. All misconduct is recorded in the apprentice's records. In addition, a hold will be assessed against the apprentice's next pay upgrade based on the following formula:
- The first and second misconduct incidents will serve as a warning to the apprentice.
 - The third misconduct incident within one school year will result in a seven-day hold on the apprentice's next pay upgrade.
 - Each misconduct incident after the third will result in another seven-day hold.
 - The misconduct count will reset to zero when the apprentice begins a new period of related training.
 - Any hold assessed against the apprentice, prior to resetting the misconduct count, will remain in effect until the apprentice has satisfied the hold.
 - Any apprentice who refuses to sign the misconduct form will be referred to the Director.
- J. Notice of Actions. Apprentices will be given at least five business (5) days' written notice of any adverse actions by the SFOE affecting their apprenticeship. The written notice may be by mail, hand delivery, or email.
- K. Other Rules. Apprentices will sign an acknowledgment annually that they have read and will abide by the rules and regulations governing Atlantic Technical College and the Florida Department of Education Office and their representatives.

Section 2 - Advancement and Wage Increases

Pay increases shall be earned pursuant to Section 4 of the SFOE Standards, as set forth in Table 1 below.

Table 1—Pay Upgrades

Period	Percent of Journeyman	OJT Hours	+	Related Training (School)
1	75%	0		0 Hours
2	77%	1000		72 Hours

3	79%	2000	+	144 Hours
4	81%	3000	+	216 Hours
5	83%	4000	+	288 Hours Related Instruction
6	85%	5000	+	360 Hours Related Instruction
7	87%	6000	+	432 Hours Related Instruction
8	89%	7000	+	504 Hours Related Instruction
Completion	100%	8000	+	576 Hours Related Instruction

- A. Pay Upgrades. Any apprentice who has not attained the minimum required hours, whether OJT or related instruction hours, at the end of a period will not receive a pay upgrade until the hours are successfully completed and properly reported to the SFOE Office. All wage increases are based on the completion of 72 classroom hours and 1000 on-the-job training (OJT) hours every six (6) months.
- B. Graduation and Completion. All apprentices will work at their apprentice classification until they have satisfactorily completed the required four years of school, with a minimum of 144 classroom hours per year, 8,000 credited work hours of on-the-job training, as computed by the employer's payroll records (MPR Reports), and 576 hours of related technical instruction. The hours are computed from the date of registration. The apprentice must satisfy all other requirements set forth in these Apprenticeship Policies and Procedures. Certificates will not be signed until the full term of apprenticeship, as stated in the Apprenticeship Agreement, has been completed and all obligations, as described in these Policies and Procedures have been met.

Each apprentice who completes the program will be eligible for immediate change of classification to Journeyman as required by the Apprenticeship Agreement, providing he/she has met all the requirements listed above and passed a hands-on exam testing proficiency in equipment operation.

Section 3 - Apprentice Working Rules

- A. Job Assignments.
- Apprentice job assignments to an employer will be made by the Director.
 - An apprentice MAY NOT solicit an employer for employment.
 - An apprentice MAY NOT refuse a job assignment without an acceptable reason, as determined under SFOE's sole discretion. Such a refusal may result in disciplinary action. Apprentices will report as assigned regardless of the location within our jurisdiction (see Appendix H for SFOE's jurisdictional map).
 - An apprentice MAY NOT quit a job. Requesting a lay-off will be considered the same as quitting. Quitting a job may result in disciplinary action. All requests for a change of training assignment must include the reason for the request and must be submitted in writing to the

Director.

- e. Apprentice job assignments will be based on the jobs available and the training needs of the apprentice.
 - f. In the event an employer terminates an apprentice's employment, the apprentice shall inform the SFOE Office on the day of said lay-off or by the next business day at 8am. If an apprentice receives a "temporary" lay-off, or furlough, he/she must inform the Director no later than the very next business day.
 - g. It shall be the responsibility of the apprentice to keep the Director informed of their current phone number, address, and email address so as not to delay the job assignment process.
- B. Termination of Employment for Cause. When a termination of employment is for other than a reduction in force (RIF), it shall be considered a termination for cause and may result in disciplinary action, as determined in the Director's sole discretion.
- C. Moonlighting Prohibited. An apprentice shall not contract, subcontract, "moonlight" or in any way work as an operator outside of his/her normal training assignment. Any apprentice found to have violated this clause will be subject to disciplinary action.
- D. Required Tool List. Every apprentice must obtain the following tools, at minimum:
- Hammer
 - Adjustable pliers
 - Adjustable wrench up to 1" (one inch)
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Section 4 - Apprenticeship School

- A. Three-ringed binders will be provided at no cost to apprentices. Apprentices are required to bring them to every class. Failure to bring the binder could result in no class credit.
- B. Lost binders. If the apprentice loses their binder or required materials, he/she must ask the SFOE Office for a new copy of materials and must replace the binder at their own expense.
- C. Missed Class Due to Work. An apprentice who will miss class because of work must notify the instructor prior to class beginning. With timely notification, the apprentice may make up the class. Failure to provide timely notification will result in an unexcused absence.
- D. Late Arrival to Class. Anyone late for class will not be permitted to attend class, unless an excusable reason is provided to the Director or Instructor prior to class beginning. Reasons are excusable at the Director/Instructor's sole discretion.
- E. Related Classroom Training. The SFOE will supplement the on-the-job training with a minimum of 144 hours of classroom training each year. The SFOE office will set the designated time and place to conduct the related classroom portion of the program each year.
- F. Special Mandatory Classes. It is mandatory that all apprentices attend regularly scheduled classes and special class(es) as may be necessary (i.e. math, first aid, CPR, OSHA, or any other special class as deemed necessary by the SFOE). Failure to attend required certification class(es) will result in the apprentice having to obtain the equivalent certification on his/her own time at his/her own cost. A copy of the equivalent certification must be submitted to the SFOE Office within two months of the

date of completion of the certification class they missed. An apprentice who fails to obtain the required certification within the two-month period will be subjected to penalties found in Section I.H. Disciplinary Action. Special classes do not count towards classroom hours required under the apprenticeship program.

- G. School Hours. Night classes will start promptly at 6:30 p.m. and conclude at 9:30 p.m. Saturday classes will start promptly at 7:00 a.m. and conclude at 4:00 p.m. Lunch will be no longer than 30 minutes. A "break time" may be given, at the instructor's discretion, but in no case shall it be longer than 15 minutes.
- H. Sign-in Sheets. Records will be maintained by the classroom instructor to document when an apprentice is in attendance, absent, or tardy. The instructor shall provide a copy of the sign-in sheet to the SFOE Office on the day of the class. When the apprentice is tardy, the instructor will note the time he/she arrives. It is the apprentice's responsibility to sign in each class session noting their sign-in time. The SFOE Office will provide a copy of the sign-in sheet to the apprentice's employer when requested. The sheet shall indicate the number of hours the apprentice was in class.
- I. Passing Test Scores. Apprentice test must be 70% or higher to be considered as passing.
- J. Cheating. If an apprentice is found cheating on a test, he/she will receive a zero for that test and will be subject to the penalties provided in Section I.H. Disciplinary Action.
- K. OJT Overtime. Overtime work or vacations will not exempt an apprentice from attending classes, special mandatory classes, completing homework assignments, or maintaining a passing grade on all tests and homework assignments. Any apprentice failing to comply with this policy will be subject to the penalties found in Section I.H. Disciplinary Action.
- L. Absences from School. The Local Apprenticeship and Training Standards for SFOE requires each apprentice to attend a minimum of 144 hours of school during each year of apprenticeship. If an apprentice misses a class, they must fill out an Apprentice Absence Report/Excuse slip and may be given the opportunity to make-up the class time missed. Any apprentice that has three (3) unexcused absences within an apprenticeship period (6 months) without a reason deemed excusable by the Director/Instructor, at their sole discretion, will be terminated from the program.
- M. Tardiness: Apprentices shall not be late for class or late returning from a break or lunch. Failure to return to class on time following a break or lunch or leaving class early on his/her own is considered misconduct (see Section I.I. Misconduct). The third tardy during a school year will be considered an absence. The apprentice will be sent home for the day and the absence reported to the contractor. No credit will be given for the day. Every tardy after the third will also be counted as an absence. Tardiness is defined as any moment of time following the time the instructor schedules the class to resume and/or the training is scheduled to start. If the apprentice is coming to night class and is going to be tardy because they are coming from work, they must notify the Director/Instructor before class starts. They may not be more than 1 hour late to class.
- N. Unprepared for Class. Attending class without the required books or other materials required by the instructor for the session is considered misconduct (see Section I.I. Misconduct). Also not being dressed properly will also be considered misconduct (see Section 4.T. below). A second misconduct for being unprepared for class will cause the apprentice to be sent home for the day without credit.
- O. Disrupting Class. The Instructor has the authority to send the apprentice to meet with the Director if, in the opinion of the Instructor, he/she is disrupting the class or being disrespectful in the

classroom. This meeting may result in the apprentice being sent home for the day. If, however, the apprentice is sent back to class by the Director and the behavior continues, the Instructor will send the apprentice home for the day. Sleeping in class is considered a disruption.

- P. Altercations. Any altercation with an Instructor or another student will result in immediate suspension from class, an appearance before the Director, and possible termination from the program, at the Director's sole discretion.
- Q. Weapons Prohibited. No firearms or weapons of any kind are permitted in the classroom. Students caught with a weapon may be immediately suspended and will be required to appear before the Director for discipline, up to and including termination from the program
- R. Cell Phone Use Prohibited in the Classroom. Cell phones are not permitted in the classroom nor are they permitted to be used at any time during classroom hours. If, for some reason, you may expect to receive an emergency call such as a family medical concern, calls may be placed to the SFOE Office, your instructor, and/or the Director. You will be notified and permitted to leave the classroom to respond. You will be expected to advise your instructor that such an emergency may arise during class. Violation of this policy is considered a misconduct (see Section I.I. Misconduct).
- S. Smoking Prohibited. Cigarettes, e-cigs, chewing tobacco and other tobacco products are prohibited in all areas of the building interior. Violation of this policy is considered misconduct (see Section I.I. Misconduct)
- T. Dress Code. Each apprentice is expected to wear appropriate clothing, both in the classroom and at work. Proper shoes must be worn (no flip-flops, sandals, crocs, or open-toed shoes are permitted). Long pants appropriate for work must be worn and are not permitted to be below the waist in a manner that exposes undergarments. All shirts must have sleeves and must not have offensive wording or graphics (Discretion made by director/instructor). Violation of this policy is considered misconduct (see Section I.I. Misconduct).

Section 5 - Promissory Note

To protect the vested interests of the sponsors and participants of our Training Program, all apprentices shall be required to sign a loan agreement (promissory note) in the amount of \$5,800. The Agreement is valid for the entirety of the apprenticeship. The amount owed will be reduced at the rate of \$1,450 per apprenticeship year completed during the four-year apprenticeship. When the apprentice becomes a journeyworker, the promissory note is considered fulfilled.

Section 6 - Training Center Upkeep

Take pride in YOUR Training Center. It is the responsibility of all apprentices to keep the Training Center in good condition. The following guidelines should be strictly adhered to:

- All trash must be removed from the classroom, hallways, and bathrooms at the end of each class and placed in the dumpster. Don't pass it up, pick it up!

- No graffiti will be tolerated in any area of the facilities.
 - All chairs in the classroom must be placed on top of the tables after the last class of the week so that the floors may be swept up and maintained.
 - Bathrooms must be checked by the instructor at the end of class, for cleanliness, before dismissal.
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Section 7 – Medical Leave

A medical leave of up to one year may be granted, at SFOE's sole discretion, to an apprentice. A request must be made in writing to the SFOE. An apprentice wishing to rejoin the program will need to fill out a Medical Authorization to Return to Work (see Appendix I) and have it signed by a doctor confirming the apprentice's capability of returning to the program.

Section 8 - Personal Records and Files

- A. General. All records and personal files are the sole property of the SFOE and will be used by the SFOE, Director, and SFOE Office staff as needed to perform the daily duties of the SFOE Office, including but not limited to the overall performance of the apprentice. An apprentice's request for a copy of their records must be in writing and specify what information is being requested.
- B. Maintenance of Records. The SFOE shall keep original records of all applications for the apprenticeship program and apprenticeship interviews for a period of five years, pursuant to Title 29 CFR Part 30.8, which states: "Each sponsor shall keep adequate records including a summary of the qualifications of each applicant, the basis for evaluation and for selection or rejection of each applicant, the records pertaining to interviews of applicants, the original application for each applicant, information relative to the operation of the apprenticeship program, including but not limited to job assignment, promotion, demotion, layoff, or termination, rates of pay, or other forms of compensation or conditions of work, hours including hours of work and, separately, hours of training provided, and any other records pertinent to a determination of compliance" with 29 Code of Federal Regulations (CFR), Part 30 titled Equal Employment Opportunities in Apprenticeship and Training. SFOE maintains the confidentiality of records and information that are collected, stored, processed, or transmitted. Access to confidential records is limited to individuals who require such access. Electronic records are protected with passwords, encryption, and regular backups. Training records are retained for 5 years, then shredded or deleted.

The SFOE shall maintain and properly store the program files. These files shall be stored in a facility that allows and provides governmental access for auditing purposes as outlined in Ch. 119 F.S. (Florida Public Records Law).

Auditing of apprenticeship records is the responsibility of the Department of Education

Section 9 - Member Assistance Program (MAP)

SFOE offers a Member Assistance Program (MAP)—a confidential support service designed to help members navigate personal or professional challenges that may impact their well-being or performance. This program offers access to counseling and legal guidance, wellness resources, and crisis support. By providing a safe and accessible space for members to seek help, the MAP promotes a healthier, more productive community and reinforces a culture of care and support. Whether dealing with stress, substance abuse, or relationship issues, members can rely on the program for trusted assistance.

Confidentiality. Confidentiality is a cornerstone of the MAP, ensuring that individuals who seek support can do so in a safe and private environment. All information shared with MAP professionals—whether related to personal, emotional, financial, or work-related concerns—is kept strictly confidential and is not disclosed to employers, coworkers, or others without the individual's written consent, except in situations where disclosure is required by law (such as risk of harm to self or others). This commitment to confidentiality helps build trust and encourages members to seek the help they need without fear of stigma or professional repercussions.

Fit for Duty. All apprentices are expected to report to work/class in a condition that enables them to safely and effectively perform their duties. Being fit for duty means being physically, mentally, and emotionally capable of carrying out assigned tasks without impairment due to fatigue, illness, stress, alcohol, drugs (including prescription misuse), or any other factors that could compromise safety, performance, or judgment. Apprentices must be free from the influence of alcohol, illegal drugs, or the misuse of prescription or over-the-counter medications while on duty, on company premises, or operating company equipment. Any use of substances that may impair performance must be disclosed to a supervisor or union trustees, especially if they may affect safety-sensitive roles.

The responsibility for being fit for duty rests with each individual. Supervisors and management also have an obligation to monitor for signs of impairment and take appropriate action if an employee is suspected of being unfit for duty. Key elements include:

- Being well-rested and alert while on the job.
- Being free from any substance that could impair performance or safety.
- Reporting any condition or medication that could impact your ability to perform work duties.
- Participating in drug or alcohol testing programs, where applicable, as part of company policy or regulatory compliance.

Failure to comply with this standard may result in disciplinary action, up to and including termination of employment/apprenticeship.

Section 10 - Amendments and Modifications

- A. These Apprenticeship Policies and Procedures may be amended from time to time by the SFOE. SFOE will provide notice of and access to updated Apprenticeship Policies and Procedures to all

apprentices.

- B. Whenever changes are made in the SFOE Agreements that alters the wages, hours or working conditions in the craft, such changes shall be made a part of the Policies and Procedures and Apprenticeship Agreement.

Section 11 - Deregistration of Program

Deregistration of this program may be effected: i) through the voluntary action of the SFOE in requesting cancellation of the registration, or ii) upon notice by the Department of Education to the SFOE instituting formal deregistration proceedings for cause in accordance with the provisions of the Florida Administrative Code Section 6A-23.006.

Section 12 - Rotation of Apprentices

The SFOE may rotate apprentices, at its discretion, in order to assure that each apprentice receives a well-rounded, on-the-job training experience and to ensure that each apprentice gains hands-on-training in all the major work processes that make up the operating engineer profession. An apprentice may request work rotation in writing to the SFOE for consideration.

Section 13 - Appeal Procedure for Termination

Any apprentice who wishes to appeal his/her termination from the SFOE Apprenticeship Program may do so as follows:.

- A. Appeals must be made by the apprentice who has been terminated. The appeal to the Trustees shall be in writing and must be received by the Board of Trustees within thirty (30) days of the date of the termination letter. Your request shall be considered "received" by the Trustees at the time it is delivered to the office of the SFOE at 19700 SW 68th CT, Pembroke Pines, FL 33332.
- B. The terminated apprentice may review their records at the SFOE Office located at 19700 SW 68th CT, Pembroke Pines, FL 33332, Monday through Friday, between 8:00 A.M. and 1:00 P.M. (excluding holidays) by making an appointment. Please contact the office manager (954-434-8309) to schedule an appointment.
- C. The SFOE Office will place the appeal on the SFOE Trust Meeting Agenda. The apprentice will be informed as to the time, place, and date of the hearing as well as the specific issues to be determined at the hearing and the matters on which findings will be made and a decision rendered. The apprentice may submit documentation and comments in writing to support the appeal up to five business days preceding the SFOE Trust meeting.
- D. The SFOE will conduct the appeal hearing during the SFOE Trust Meeting. The terminated apprentice must attend this hearing.

Section 14 - Policy Against Sexual Harassment

General. SFOE prohibits sexual harassment of any type. Sexual harassment is unlawful, and any individual who sexually harasses another may face significant liability under the law. The SFOE expects employees (including instructors), employers who hire apprentices, and apprentices to treat each other with respect and dignity. Sexual harassment not only hurts the immediate victim but can result in a negative work or learning environment. The SFOE, therefore, is committed to vigorously enforcing this policy against sexual harassment. SFOE employees or apprentices who engage in such conduct will be disciplined. Employers who engage in such conduct against apprentices will be denied access to apprentices.

Definition of Sexual Harassment. Sexual harassment, according to the federal Equal Employment Opportunity Commission (EEOC), consists of unwelcome sexual advances, requests for sexual favors, and any other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made explicitly or implicitly a term or condition of an individual's training or employment;
 - Submission to, or rejection of, such conduct by an individual is used as a basis for a training-related or employment-related decision affecting such individual; or
 - Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, abusive, or offensive working environment.
- Sexual harassment may include, but is not limited to, intentional physical conduct that is sexual

in nature, such as touching, pinching, patting; sexually-oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience; and displaying pictures, posters, calendars, graffiti, objects, promotional materials, reading materials or other materials that are sexually suggestive, sexually demeaning or pornographic.

Filing and Investigating Complaints. Any complaints regarding sexual harassment occurring at SFOE facilities, or involving employees of the SFOE, should be submitted to the union trustees. Complaints may be made in writing or orally, and anonymous complaints will be accepted. A complaint of sexual harassment may be made by someone who is not the target of harassment. Anyone who observes sexual harassment is **encouraged to report it**. Complaints of sexual harassment will be fully investigated, and a determination of the facts will be made on a case-by-case basis. Complaints and information obtained in the course of investigations of complaints shall be treated confidentially except to the extent necessary to respond to such complaints in a legal proceeding before a court or administrative agency.

SFOE instructors are responsible for reprimanding an apprentice for engaging in an act of sexual harassment against another apprentice which the instructor observes or of which the instructor becomes aware of. If the conduct continues or recurs, the instructor will file an official complaint with the Director or Assistant. If an employee wishes to pursue a sexual harassment complaint through a government agency or to seek outside help from a third party, he or she has a legal right to do so. Under no circumstances should SFOE employees interfere with that right.

Resolving Complaints. After a thorough investigation, any SFOE employee or apprentice found to have

committed an act of sexual harassment shall be immediately disciplined. The nature of the discipline imposed will depend on the nature and severity of the misconduct found upon investigation and may include discharge for a first offense. An individual who has been discharged/terminated may request reconsideration of the decision within thirty days of receiving the SFOE decision.

Retaliation Prohibited. Any form of retaliation against an apprentice or SFOE employee who has made a complaint or cooperated with an investigation of alleged sexual harassment is strictly prohibited. An individual found to have engaged in retaliatory conduct in violation of the above prohibition or who fails to cooperate with an investigation of alleged sexual harassment may be disciplined, up to and including termination.

Employer Responsibilities. Employers who hire apprentices from this program are expected to communicate and enforce their own policies against sexual harassment and retaliation, including specific procedures for filing, investigating, and resolving of complaints. Subject to the EEOC's sex discrimination regulations and court decisions, an employer may be responsible for the acts of its supervisory employees, without regard to the employer's specific authorization or knowledge of such acts by them. Supervisors will be treated as agents of the employer if the employer fails to establish a reasonably accessible procedure by which victims of sexual harassment can make their complaints known to appropriate officials and have them rectified. With respect to sexually harassing conduct between non-supervisory employees, the employer is responsible where the employer (or its agent) knows or should have known of the conduct, unless the employer takes immediate and appropriate corrective action.

The failure of an employer to take appropriate action regarding an apprentice's complaint of sexual harassment on the job may result in the employer being denied access to apprentices in the program. It is expected that employers will cooperate with the SFOE when SFOE conducts an internal sexual harassment investigation..

Section 15 - CREDIT FOR WORK EXPERIENCE/PREVIOUS TRAINING

The SFOE has the authority to establish procedures for granting credit to participants for previous work experience and/or training. Such credit must be stated in the participant's Apprentice Agreement.

Participants who receive credit for previous work experience and/or training shall be paid, upon entry into the program, the wage rate of the period to which such credit advances them.

To ensure consistency among apprenticeship training programs in awarding such credit, SFOE shall observe the following:

- No more than fifty percent of the program duration can be awarded to a participant, i.e., number of months credited for prior work experience and/or training, unless the participant is transferring from another registered program in a related trade.
- All credit granted for more than 1,000 hours of on-the-job training will require an evaluation method which, at a minimum, shall incorporate consideration of time worked in the specific occupation or related occupation and consideration of wages earned by the incoming participant.
- SFOE shall maintain documentation as to how credit was granted to apprentices for a period of

five years, and to pre-apprentices and trainees for two years. Documentation must be made available to the registration agency upon request.

- Participants who receive credit toward the completion SFOE's apprenticeship program must enter SFOE's classroom instruction at a level commensurate with the amount of credit awarded. Before participants who were awarded credit for prior work experience and/or training can receive completion certificates from the State of Florida, they shall be required to demonstrate a mastery of the same instructional material as those who have completed the entire training program; and
-

In order to meet the requirements of the SFOE Standards and the Registration Agency requirements, the following is SFOE's policy for granting credit. The SFOE Standards, in Section X allows the SFOE to grant credit for on-the-job skill acquisition and/or previous related training when it is documented and when it will not affect a candidate's ability to be successful in completing the program. Section X states:

- A. "Candidates with previous knowledge and skill acquisition in the construction industry can ask for and have such work and experience evaluated by the SFOE prior to signing and Apprenticeship Agreement. Where such work and job experience warrants, the SFOE will place the apprentice in the appropriate period with the commensurate wages as determined by the SFOE. Such advanced credit and standing shall be subject to review prior to advancement beyond the probationary period. The SFOE will use consistent and equal ways and means for measuring and evaluating individuals to determine how much credit to award, for both OJT and related training.

The SFOE will award as much credit as possible based on equitable, nondiscriminatory evaluation of both OJT and related instruction. Hours of OJT credit awarded and related instruction placement level are independent of one another.

Those awarded OJT credit and assigned to the appropriate pay period classification may be given additional time to successfully completed related instructional requirements.

The granting of advanced standing or credit for previously acquired experience, training or skills shall be applied equally to all applicants and measured against the work processes, with commensurate wages for any progression step so granted.

- B. After signing the apprenticeship agreement and being employed the apprentice cannot request an evaluation of past experience.
- C. Advance standing is subject to review throughout the probationary period. During this time, OJT and classroom performance will be evaluated to determine if any readjustment concerning OJT or related training status is warranted, including reevaluation and reassignment of apprenticeship period and level of related instruction, as the SFOE determines."
- D. Section VIII A. in subparts 2b and 3b provides guidance for the types of documentation that is needed to prove past experience and as such will be made a part of this policy. These subsections

state:

- E. This documentation must be comprised of official documents such as tax/payroll records, notarized letters of experience confirmation and sworn statements. The SFOE will examine all documentation submitted to determine qualification of the candidate and schedule an interview if needed.

OJT experience shall be Operating Engineer construction work experience. No other form of training or construction experience will be given credit under this policy.

Any applicant who wishes to have an evaluation for past OJT and/or related training experience will be required to complete a "Request for Prior Experience Form." For past OJT, the applicant must submit the following:

- W-2s to show the number of OJT hours worked in performing related construction work.
- A breakdown of the tasks performed during the period of time the applicant reported on the W-2s. This breakdown must indicate the approximate number of hours the applicant was performing each task.
- This breakdown of tasks performed must be confirmed by a notarized letter on company letterhead from the contractor for which the work was performed or a notarized sworn statement executed by the applicant indicating that the breakdown of tasks is true and accurate.

The SFOE will evaluate all OJT documentation provided and will determine whether such experience warrants the granting of prior credit using consistent and equal means. The number of hours provided by the applicant on the form will be compared to the number of hours required to progress to each period.

For prior related training, the applicant must submit the following:

- A completed "Related Training Evaluation Form" for consideration of prior related training (see Appendices).
- Documentation must be provided to indicate where all training marked "Y" on the form, by the applicant, took place. The documentation must include the name of the school, the name of the course, the course length, a short syllabus of the subject matter studied, the location of the school, the phone number for the school, the textbook used, any labs provided and whether tests were administered.

The "Related Training Evaluation Form" contains subject matter that is contained in the course material for the first three years of the apprenticeship program. This course material provides for hands-on labs and tests the apprentices to determine their understanding of the material. Documents submitted by the applicant will be compared to the related training form to determine how much of the material presented to the registered apprentice is included in the applicant's list and to evaluate the level of training the applicant received.

Where questions exist concerning the OJT and/or related training, the Director will interview the applicant. The SFOE will evaluate all requests impartially and grant as much credit as is warranted by the information provided by the applicant. Credit will not be given where it is deemed that such advanced standing will have adverse effects on the applicant's ability to successfully complete the program.

Section 16 - REINSTATEMENT OF REGISTERED PARTICIPANTS

Pursuant to a Florida Apprenticeship office memo dated June 22, 2012, the SFOE may reinstate any apprentice who was previously terminated from the training program under the following conditions:

- The previously registered participant shall make a request to the SFOE in writing to reinstate them in the registered program.
 - The previously registered participant may only be reinstated into the same trade and registered program.
 - Reinstatement may only be done within two (2) years of participant's date of termination, with one exception. Under Title 38 CFR, Part III – Chapter 43, Subchapter II, §4312 – the Reemployment Rights of Persons Who Serve in the Uniformed Services, a previously registered participant may be reinstated within five (5) years of the termination date.
 - The program sponsor is required to reinstate the participant by completing a new training agreement and submitting it and an Action Reporting Form to appropriate Registration Agency field representative, who will then process the form(s) for registration.
-

APPENDIX A
APPRENTICE CONTACT
INFORMATION FORM

SFOE APPRENTICE CONTACT INFORMATION

Date: _____

Name: _____

Address: _____

City: _____ State: _____

Zip Code: _____

Phones: Home: _____ Cell: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

E-Mail Address: _____

Signature: _____

Effective Date: _____

Apprentices must keep the information listed on this form current and must inform the SFOE immediately of any updated information.

Return Completed Form to Instructor or SFOE Office

APPENDIX B

APPRENTICESHIP INFORMATION

ACKNOWLEDGEMENT

SFOE

Apprenticeship Information Acknowledgement

I have been given the opportunity to read and review the SFOE Apprenticeship Standards and written Policies and Procedures, the apprenticeship registration form, and the sections of the Collective Bargaining Agreement that pertain to apprenticeship. A representative of the SFOE has adequately reviewed this material with me and satisfactorily answered all questions. I understand my responsibilities, as outlined in these documents, agree to abide by them, and accept full responsibility for my actions while an apprentice in this program. I understand that my failure to abide by these regulations may result in termination of my apprenticeship registration.

My signature below certifies that I have been provided with a copy of the written rules and current Policies and Procedures adopted by SFOE.

SIGNATURE _____ DATE _____

PRINT FULL NAME _____

APPENDIX C
NOTICE OF RIGHT TO
REGISTER COMPLAINTS

NOTICE OF RIGHT TO REGISTER COMPLAINTS

Any apprentice or applicant for apprenticeship (or agent on their behalf) who believes that he or she has been discriminated against on the basis of race, color, religion, national origin or sex with regard to apprenticeship, or that equal opportunity standards have not been followed, has 180 days from the date of the alleged discrimination to register a complaint. The complaint shall be in writing and shall be signed by the complainant. It must include the name, address and telephone number of the person allegedly discriminated against, the program sponsor involved, and a brief description of the circumstances of the failure to apply the equal opportunity standards. Complaints may be registered with the SFOE, the U.S. Department of Labor, Office of Apprenticeship (OA), the Registration Agency if other than the OA or the Equal Employment Opportunity Commission (EEOC) at the following local, state or federal addresses:

OA:

NAME _____ NAME _____

ADDRESS _____ ADDRESS _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

Federal EEOC:

State EEOC:

NAME _____ NAME _____

ADDRESS _____ ADDRESS _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

NAME _____ NAME _____

ADDRESS _____ ADDRESS _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

APPENDIX D

MISCONDUCT ACTION FORM

SOUTH FLORIDA OPERATING ENGINEERS APPRENTICESHIP

MISCONDUCT ACTION FORM

DATE:	APPRENTICE:	
INFRACTION:		
SECTION:		
INSTRUCTOR: _____		
INSTRUCTOR SIGNATURE: _____		
MY SIGNATURE BELOW AFFIRMS THAT MY INSTRUCTOR REVIEWED THIS POLICY VIOLATION WITH ME AND HAS ANSWERED ANY QUESTIONS I HAD.		
APPRENTICE SIGNATURE: _____		
OFFICE USE ONLY		
NUMBER OF VIOLATIONS THIS YEAR: _____		
ACTION REQUIRED: _____		

APPENDIX E

WORK ABSENCE REPORT

Apprentice Excused Work Slip

Apprentice Name: _____

Supervisor Name: _____

Missed class Date: _____

Supervisor Signature: _____ Date _____

Company Name: _____

Work Being Conducted: _____

NOTE: AT SFOE, WE UNDERSTAND THAT WORK COMES UP AND THAT YOU NEED THE APPRENTICES TO WORK. HOWEVER, IT IS DETRIMENTAL TO THE LEARNING PROCESS EVERY TIME AN APPRENTICE MISSES A CLASS. THANK YOU FOR BEING MINDFUL OF THIS WHEN ASKING APPRENTICES TO WORK OVERTIME

Apprentice Excused Work Slip

Apprentice Name: _____

Supervisor Name: _____

Missed class Date: _____

Supervisor Signature: _____ Date _____

Company Name: _____

Work Being Conducted: _____

NOTE: WE UNDERSTAND THAT WORK DOES COME UP AND THAT YOU NEED THE APPRENTICES TO WORK. HOWEVER, IT IS DETRIMENTAL TO THE LEARNING PROCESS EVERY TIME THEY MISS A CLASS. THANK YOU FOR CONSIDERING THIS ISSUE WHEN WORKING APPRENTICES.

APPENDIX F

APPRENTICE COUNSELING FORM

APPRENTICE COUNSELING FORM

Date: _____ START TIME: _____ END TIME: _____

APPRENTICE: _____

SESSION NUMBER: _____

TOPIC(S) OF DISCUSSION: _____

ACTION(S) REQUIRED: _____

ATTACHMENTS: _____

SFOE STAFF PRESENT: _____

APPRENTICE ACKNOWLEDGEMENT:

MY SIGNATURE BELOW AFFIRMS THAT I UNDERSTAND THE ISSUES DISCUSSED IN THIS COUNSELING SESSION AND THAT THE SFOE APPRENTICESHIP STAFF HAS EXPLAINED THE REMEDIES NEEDED TO CONFORM TO THE SFOE POLICIES AND PROCEDURES AND TO BE SUCCESSFUL IN MY APPRENTICESHIP. I ALSO UNDERSTAND THAT MY FAILURE TO COMPLY WILL LEAD TO FURTHER COUNSELING BY THE SFOE COMMITTEE AND POSSIBLE TERMINATION FROM THE APPRENTICESHIP.

APPRENTICE SIGNATURE: _____

APPENDIX G

SFOE APPRENTICESHIP STAFF CONTACT INFORMATION

SOUTH FLORIDA OPERATING ENGINEERS APPRENTICESHIP
STAFF CONTACT INFORMATION

NAME	TITLE	PHONE	EMAIL
Mike Smith	Director	Cell: 785-226-2596 Work: 954-434-8309	mike@iuoe487.org
Pam Durant	Office Manager	Work: 954-434-8309	pam@iuoe487.org
AJ Ayvaz	Instructor	Cell: 772-528-3447 Work: 954-434-8309	ironaj@aol.com
Bruce Parri	Instructor	Cell: 570-499-5438 Work: 954-434-8309	bruceparri@gmail.com
David Radigan	Instructor	Work: 954-434-8309	dkradigan@gmail.com

APPENDIX I

MEDICAL AUTHORIZATION TO RETURN TO WORK

SOUTH FLORIDA OPERATING ENGINEERS APPRENTICESHIP
MEDICAL AUTHORIZATION TO RETURN TO WORK FROM MEDICAL ABSENCE

To the Apprentice:

You have been absent from work and/or classes due to a medical condition(s). As a condition of future assignments, the SFOE needs to make sure that you are able to safely return to the performance of the essential functions of the job of an apprentice operating engineer. Please have your personal physician complete the following form and return it to the Director. If your physician indicates that you can only work with restrictions, you must meet with the Director to discuss whether these restrictions affect your ability to perform the essential tasks of an operating engineer, and whether there is accommodation that will enable you to safely perform the essential functions of the position.

I give permission for the physician named on this form to provide information on my medical status to SFOE.

Apprentice Name: _____

Date(s) of Absence from Work: _____

Signature of Apprentice: _____ Date: _____

To the Physician:

This patient of yours is an apprentice operating engineer. The SFOE wants to ensure that apprentices who have been out of work for medical reasons can safely perform the essential tasks required of operating engineer workers. SFOE work is a physically demanding occupation that requires good sensory abilities, dexterity, endurance, strength, balance, and agility. Attached to this form is a job description for this position. If you are not familiar with the job duties of operating engineers, we ask that you review this description before giving your opinion.

☐ The apprentice can return to work and safely perform all of the tasks of operating engineer work

☐ The apprentice can return to work with the following restrictions:

These restrictions will last until at least (insert date): _____

Physician Signature: _____ Date: _____

Print Name: _____ Telephone: _____

Address: _____

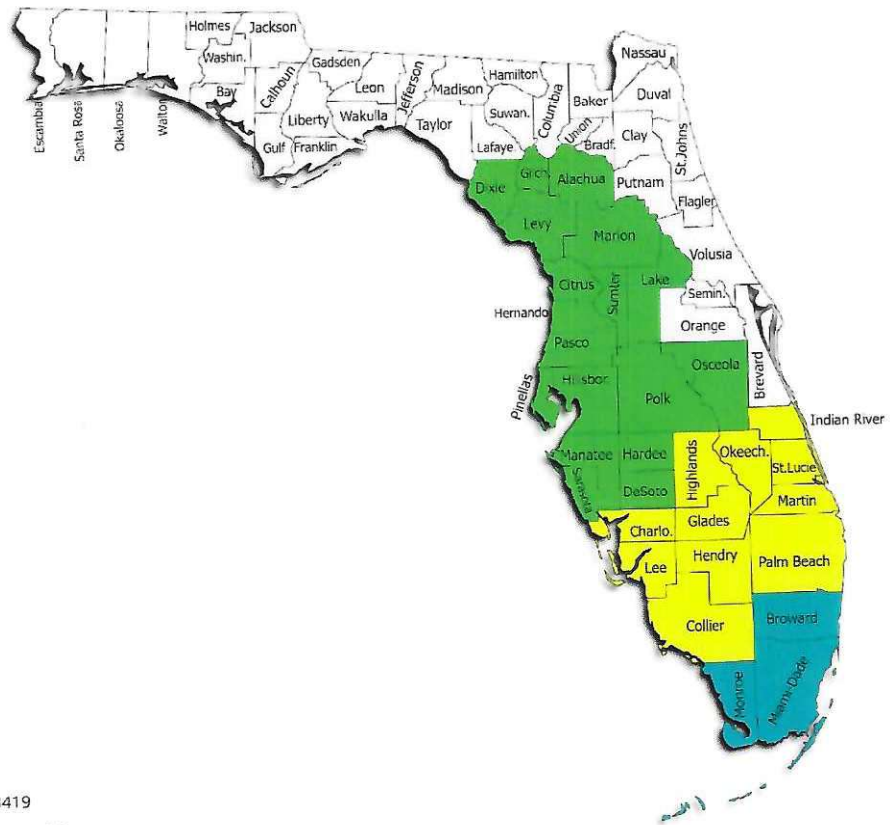
E-mail: _____

APPENDIX H

SFOE JURISDICTIONAL MAP



SOUTH FLORIDA OPERATING ENGINEERS JURISDICTIONAL MAP



- Miami Office - (305) 634-3419
- Delray Beach Office - (561) 865-2011
- Tampa Office - (813) 626-4161

APPENDIX J

SFOE Apprentice Job Requirements

APPRENTICE JOB REQUIREMENTS

Apprentices must be able to perform the following activities:

- a. safely perform or learn to safely perform essential functions of the job—physically and mentally—with reasonable accommodations, as required
- b. get to and from work at job sites anywhere within the geographical area that this apprenticeship program covers
- c. attend all related classroom training as required to complete their apprenticeship
- d. climb ladders, stairs, and towers of various heights
- e. read, hear and understand instructions and warnings

APPENDIX K

SFOE Apprentice Promissory Note

SOUTH FLORIDA OPERATING ENGINEERS JOINT APPRENTICE AND TRAINING TRUST
FUND
SCHOLARSHIP LOAN AGREEMENT

WHEREAS, _____ (Apprentice) agrees and understands that the South Florida Operating Engineers Joint Apprentice and Training Trust Fund (Fund) will expend significant sums of money for the training of the Apprentice in the specialized skills necessary for employment in the industry; and

WHEREAS, those sums of money will result in substantial direct benefit, as well as substantial indirect and intangible benefit to the Apprentice from this training which is valued at a minimum, in the amount set forth in below; and

WHEREAS, the high cost of education and decreased funding, has created a need to have the Scholarship Loan repaid by the Apprentice, in addition to the fact that it is only right and equitable that the Scholarship Loan should be repaid in any event; and

WHEREAS, the training of the Apprentice is a benefit which will lead to expected future employment skills and opportunity for the Apprentice; and

WHEREAS, the Fund will grant a Scholarship Loan to the Apprentice in the amount set forth below for the first year of the Apprentice's training; and

WHEREAS, the Scholarship Loan amount for the Apprentice's subsequent years of training will be calculated on or before the anniversary date of this Agreement and a new Promissory Note for that amount will be sent to the Apprentice and the Apprentice agrees to promptly execute such new Promissory Note; and

WHEREAS, the Apprentice hereby understands and agrees that the Apprentice assumes certain obligations arising out of the training provided by The Fund including the obligation to repay the total Scholarship Loan made to the Apprentice by The Fund for all years of training; and

WHEREAS, the Apprentice will repay the Scholarship Loan to the Fund pursuant to the terms set forth herein by either cash payments or in-kind credits received by working in the Industry for Employers under Collective bargaining agreements whereby those Employers make contributions to the Fund;

NOW THEREFORE, The Fund and the Apprentice hereby agree as follows:

- 1) The cost of the training, including books, manuals, necessary equipment, instructor's payroll (where applicable), and related materials, and the amount of Scholarship Loan for the first year of training covered by this Agreement is \$5,800.00 and at that the Apprentice will execute the Promissory Note in that amount, attached hereto as Exhibit I, and deliver such executed Promissory Note to the Fund.
- 2) Subsequent Years of Training: The Fund and the Apprentice hereby agree that the cost of the training, including books, manuals, necessary equipment, instructors payroll (where applicable), and related materials, for each subsequent year of training shall be calculated by The Fund on or before the anniversary date of this Agreement. That Calculation shall be the amount of a new Promissory Note which shall be signed for each year of training.
- 3) Term of Training: The Fund will provide training worth at least the amount loaned to the Apprentice hereby during the period covered by the agreement.
- 4) Repayment of Scholarship Loan: The Scholarship Loan may be repaid by the Apprentice in full either in cash as set forth in Exhibit I hereto, or by in-kind credits, as set forth in Paragraph 7 hereof.
- 5) Warranty of Apprentice: The apprentice agrees and warrants as condition of receiving the Scholarship Loan that upon completion of the training provided pursuant to this Agreement, and within the Industry, the Apprentice neither seek nor accept employment from an Employer engaged in, nor become an Employer engaged in, any industrial, commercial or residential work, or any work covered by the Constitution of the International Union of Operating Engineers, unless such employment is performed under the terms of a collective bargaining agreement which provides for the payment of contributions to the Fund.
- 6) Breach of this Agreement: It will constitute an immediate breach of the Agreement of the Apprentice accepts any employment in the Industry from an Employer who does not have a collective bargaining agreement which provides for the payment of contributions to The Fund.
- 7) Repayment by In-Kind Credits: An Apprentice, who later works as a Journeyman pursuant to a collective bargaining agreement for an employer making payments to the Fund, will receive a credit for each calendar year of such employment in accordance with the Repayment Schedule set out in the Promissory Note attached hereto due The Fund for the Scholarship Loan will be reduced by such amount in accordance therewith.
- 8) All Amounts Due and Payable if Breach Occurs: If the Apprentice breaches paragraph 6 or any other provision of this Agreement, all amounts due and owing the Scholarship Loan, reduced by any cash payments made, will become immediately from the date of this Agreement, and all costs of amounts due and payable shall

be owed to the Fund. The Apprentice hereby agrees and covenants to accept personal service and jurisdiction of any competent court determined by the Fund by the mailing of a copy of the Complaint brought pursuant to this Agreement to the Current address provided in paragraph 10 hereof.

9) Waiver of Breach: An inadvertent breach of this agreement can be waived in writing by The Fund in their sole discretion, and a waiver withheld by the Fund.

10) Notice: All notices under this Agreement will be sent to the Fund and Apprentice as follows:

Apprentice:

Name

Address

Fund:

South Florida Operating Engineers Joint Apprentice
and Training Trust Fund
19700 S. W. 68th Court
Pembroke Pines, Florida 33332

The Apprentice hereby agrees to notify promptly the Local Fund of any change in apprentice's address.

11) Industry: As used herein, the term "Industry" means any and all types of work covered by collective bargaining agreements to which the International Union of Operating Engineers (hereinafter "IUOE") and/or affiliated Local Union are a party; or under the trade jurisdiction of the International Union's Constitution; or in a related building trade or any assigned, referred or can perform because of his skills and training as an operating engineer.

12) Release: Upon request of the Fund, the Apprentice hereby agrees to execute Power of Attorney and/or release in favor of the Fund authorizing The Fund to obtain from any future employer information concerning the Apprentice's employment so as to determine the possibility of violation of Paragraph 6 of this release in favor of The Fund authorizing The Fund to obtain from the Social Security Administration or Internal Revenue Service, any employment information necessary to determine a violation of Paragraph 6 of this Agreement

Signed and agreed this _____ day of _____, 20____.

South Florida Operating Engineers Joint Apprentice and Training Trust Fund

By: _____
Title Name

Promissory Note For Scholarship Loan

\$5,800.00

I, _____, hereinafter known as Apprentice, hereby promise to pay the South Florida Operating Engineers Joint Apprentice and Training Trust Fund (The "Fund") on demand a Scholarship Loan of \$5,800.00 (the "Loan Amount") in accordance with the terms and provisions of the Scholarship Loan Agreement between the undersigned, and The Fund dated _____ (the "Agreement"). That Loan Amount represents \$5,800.00 in direct funds provided by Fund.

I also understand that the Loan Amount will be reduced, in accordance with Paragraph 7 of the Agreement, as follows: \$5,800.00 for the first year I work as journeyman for an employer who makes contributions pursuant to a Collective Bargaining Agreement requiring payments to the Fund.

Date

Apprentice signature

Print Name

State Board of Education

Ben Gibson, *Chair*
Ryan Petty, *Vice Chair*
Members
Esther Byrd
Grazie P. Christie
Daniel P. Foganholi, Sr.
Kelly Garcia
MaryLynn Magar



FLORIDA DEPARTMENT OF
EDUCATION
fldoe.org

Manny Diaz, Jr.
Commissioner of Education

April 24, 2025

Michael Smith
Apprenticeship Director
South Florida Operating Engineers
19700 SW 68th Court
Pembroke Pines, FL 33332

Dear Mr. Smith,

It is my pleasure to inform you that the South Florida Operating Engineers Preapprenticeship Program (P-155) has been approved to participate in the State of Florida's Apprenticeship System and to thank you for your commitment to ensuring Florida continues to produce well trained, highly skilled electricians.

Workforce education is a top priority for Governor Ron DeSantis and the Florida Department of Education with the goal of being number one in the nation by 2030. We rely on local organizations with a vested interest in student success to supplement the tremendous work taking place throughout Florida's education system and provide ongoing world- class education opportunities.

South Florida Operating Engineers, and by extension its preapprenticeship program, plays a pivotal role in securing Florida's future. We greatly appreciate your interest in helping to make Florida #1 in the nation for workforce education. Ms. Valvery Hillsman will serve as your Region 8 Apprenticeship Training Representative and will be in touch with you in the coming weeks to assist you with any support you or your team may need.

If you have any questions or need additional assistance, please contact me at (850) 245-9038 or Kathryn.Wheeler@fldoe.org.

Sincerely,

Kathryn Wheeler
Director Apprenticeship

State of Florida



Registered Preapprenticeship Training Standards for

South Florida Operating Engineers Preapprenticeship Program

P-155

These Standards of Preapprenticeship include the Apprenticeable Trade(s)/Occupation(s) of:

TRADE / OCCUPATION	PROGRAM TERM	NAICS CODE	RAPIDS CODE	O*NET
Heavy Equipment Operator	6 Months	236210	0365	47-2073-02

List of Sponsoring Florida Registered Apprenticeship Programs operating under Chapter 446 FS

FLORIDA REGISTERED APPRENTICESHIP PROGRAM NAME	PROGRAM NUMBER
South Florida Operating Engineers, JAC	FL007900016

High School Program: ☐ Youth Program: ☐ Adult Program: ☒

L.E.A. Education Linkage? Yes ☐ No ☒ OJT Included: Yes ☐ No ☒

REGISTERED BY
FLORIDA DEPARTMENT OF EDUCATION
DIVISION OF CAREER AND ADULT EDUCATION
APPRENTICESHIP SECTION

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DEFINITIONS

- 1) Adult Preapprentice – means an individual, twenty-five (25) years of age or older, who is enrolled in a course of instruction directly related to the occupation listed in the Standards of Preapprenticeship; and has entered into a preapprenticeship agreement with a Florida registered preapprenticeship program sponsor.
- 2) Adult Preapprenticeship Program – means an organized course of instruction where the majority of registered preapprentice participants are twenty-five (25) years of age or older; is designed to prepare an adult preapprentice to become an apprentice in a Florida registered apprenticeship program; and the Preapprenticeship Program is registered with the Department. A preapprentice participant, who is 18 years of age or older, may participate in an Adult Preapprenticeship Program as long as the preapprentice is not enrolled in a public or private high school.
- 3) Apprenticeship and Training Representative – means an individual representative of the Florida Department of Education, properly authorized to act on behalf of the Department in matters concerning registered apprenticeship, and preapprenticeship. **6A-23.002(6) FAC**
- 4) Course Title and Number – means a secondary or post-secondary course(s) within a program of study for which the preapprentice is enrolled.
- 5) Completion Certificate – means the official document issued by the Department to an individual who has successfully completed preapprenticeship training as verified by the program sponsor. **6A-23.002(6) FAC**
- 6) Department – means the Florida Department of Education. **446.021(12) FS**
- 7) High School Preapprentice – means a student, at least sixteen (16) years of age, who is typically enrolled as a junior or senior at a public or private high school; enrolled in a career and technical education (CTE) program of study or a series of high school courses which are directly related to the occupation listed in the Standards of Preapprenticeship; and has entered into a preapprenticeship agreement with a Florida registered preapprenticeship program sponsor.
- 8) High School Preapprenticeship Program – means an organized career and technical education (CTE) program of study or a series of high school courses offered in a public or private high school; is designed to prepare a High School Preapprentice to become an apprentice in a Florida registered apprenticeship program; and is registered with the Department.
- 9) Journeyworker – means a person working in an apprenticeable occupation who has successfully completed a registered Apprenticeship Program or who has worked the number of years required by established industry practices for the occupation. Use of the term may also refer to a mentor, technician, specialist or other skilled worker who has documented sufficient skills and knowledge of an occupation through practical on-the-job experience and formal training. **6A-23.002(17) FAC**
- 10) Local Education Agency – (LEA) means a public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a school district within the State of Florida.
- 11) On-the-Job-Training (OJT) – means the process by which an Apprentice or preapprentice acquires knowledge and skills under the supervision and tutelage of an experienced Journeyworker within an apprenticeable occupation registered with the Department. On-the-Job Training is the monitoring and training responsibility of the Sponsor or Participating Employer. **6A-23.002(18) FAC**
- 12) O*Net Code – The Occupational Information Network (O*NET) codes and titles are based on the system mandated by the federal Office of Management and Budget for use in collecting statistical information on occupations.
- 13) Participating Employer – means a business entity which: (a) Is actively engaged by and through its own employees in the actual work of the occupation being apprenticed; (b) Employs, hires and pays the wages of the Apprentice, Preapprentice, and the Journeyworker serving as qualified training personnel training the Apprentice; (c) Evaluates the Apprentice and Preapprentice; and (d) Is signatory party to a collective bargaining agreement or signatory to a Participating Employer agreement with the program Sponsor which is registered with the Department. **6A-23.002(19) FAC**
- 14) Preapprenticeship Agreement – means a written agreement between the Preapprentice and the preapprenticeship program sponsor, containing the terms and conditions of training and incorporating the registered preapprenticeship standards as part of the agreement. **6A-23.010(2)(b) FAC**

- 15) Preapprenticeship Committee or Committee – means the same as the registered apprenticeship program sponsor's committee, or a group appointed by registered apprenticeship program sponsor committees, or their designees.
6A-23.010(2)(c) FAC
- 16) Preapprenticeship Sponsor - means a Florida registered apprenticeship program authorized to offer preapprenticeship training. **6A-23.010(2) FAC**
- 17) Preapprenticeship Standards - means the minimum requirements established uniformly for each occupation under which a Preapprenticeship Program is administered and includes standards of admission, training goals, training objectives, curriculum outlines, objective standards to measure successful completion of the Preapprenticeship Program, and the percentage of credit that may be given to preapprenticeship completers upon acceptance into the apprenticeship program. **6A-23.010(2)(f) FAC**
- 18) Registration Agency – means the Florida Department of Education which has responsibility for registering Preapprenticeship Programs and Preapprentices; providing technical assistance; and conducting reviews for compliance and quality assurance assessments. **446.011 FS**
- 19) Related Technical Instruction (RTI) – means an organized and systematic form of instruction designed to provide the Preapprentice with knowledge of the theoretical and technical subjects related to the occupation. Such instruction may be given in a classroom, through occupational or industrial courses, correspondence courses, electronic media, or other forms of self-study approved by the Department. **6A-23.002(25) FAC**
- 20) Sponsor – means any person, association, committee, or organization operating an Apprenticeship Program and in whose name the program is registered or approved. **6A-23.002(26) FAC**
- 21) Work Processes – means an outline of Journeyworker supervised work experience and OJT with the allocation of approximate hours to be spent in each activity. **6A-23.002(32) FAC**
- 22) Youth Preapprentice – means an individual, sixteen (16) to twenty-four (24) years of age, who is engaged in a course of instruction directly related to the occupation listed in the Standards of Preapprenticeship; and has entered into a preapprenticeship agreement with a Florida registered preapprenticeship program.
- 23) Youth Preapprenticeship Program – means an organized course of instruction where the majority of registered preapprentice participants are sixteen (16) to twenty-four (24) years of age; is not offered at a public or private high school; is designed to prepare a youth preapprentice to become an apprentice in a Florida registered apprenticeship program; and the Preapprenticeship Program is registered with the Department.

CONFORMANCE WITH STATE AND FEDERAL LAWS

The Florida Department of Education, Division of Career and Adult Education, Apprenticeship Program Section is properly established and constituted under applicable state law as the designated body for approval and registration of Preapprenticeship Programs and individual Preapprenticeship Agreements for state purposes.

These Standards of Preapprenticeship will be conducted, operated and administered in accordance with all applicable provisions of Chapter 446, Florida Statutes (FS); Chapter 6A-23, Florida Administrative Code (FAC); and Title 29 Code of Federal Regulations, Part 30, and all relevant guidance issued by the Florida Department of Education (Apprenticeship Section). No section of these standards shall be construed to permit violation of any law or regulation of the State of Florida or the United States.

SECTION I – REGISTRATION OF PREAPPRENTICESHIP PROGRAM – 6A-23.010(3) (f, h) FAC

These Standards of Preapprenticeship shall be submitted to the appropriate Apprenticeship and Training Representative to be reviewed and forwarded to the Department for approval and registration. Upon approval by the Department, the Preapprenticeship Program must be renewed every five (5) years. Three (3) original documents shall bear witness of the programs registration as evidenced by a Certificate of Registration issued by the Florida Department of Education. The program must be actively training Preapprentices within one (1) year of registration in each occupation for which registration is granted. Programs or occupations which go inactive and remain the same (no registered participants' training occurring) for more than one (1) year shall be canceled by the Registration Agency.

SECTION II – PROGRAM ADMINISTRATION AND PREAPPRENTICESHIP COMMITTEE

Program Sponsors are responsible for the administration of all aspects of the Preapprenticeship Program. The Sponsor will establish a Preapprenticeship Committee to carry out the responsibilities and duties required as described in these Standards of Preapprenticeship.

The Preapprenticeship Committee shall be composed of at least 6 member representatives and a current list must be provided to the Department. The committee shall include a Chairperson and a Secretary. The Committee shall meet QUARTERLY or as often as necessary to conduct business.

Responsibilities of the Sponsor:

In addition to the Sections outlined in these Standards of Preapprenticeship, the Sponsor will:

- 1) Make a concerted effort to afford the opportunity for completion of the Preapprenticeship Program.
- 2) Provide continual support to Preapprentices to complete the Preapprenticeship Program and prepare Preapprentices for entry into the sponsor's registered apprenticeship training program(s).
- 3) Assure the Participating Employers have qualified Journeyworkers to oversee and train the Preapprentices when OJT is incorporated into the program.
- 4) Arrange for periodic evaluation of Preapprentices', review progress, and make recommendations as appropriate.
- 5) In general, be responsible for the successful operation of the program and the welfare of the Preapprentices.

Responsibilities of the Preapprenticeship Committee:

In addition to the Responsibilities of the Sponsor the Preapprenticeship Committee will:

- 1) Notify the appropriate Apprenticeship and Training Representative of all Preapprenticeship Committee meetings and make available, upon request, the official minutes of such meetings; and
- 2) Recommend changes in the program as are deemed necessary to improve effectiveness and efficiency.

SECTION III – RESPONSIBILITIES OF THE PREAPPRENTICE – 6A-23.010(4)(d)(5) FAC

- 1) Learn pre-requisite skills and knowledge for becoming an Apprentice;
- 2) Work faithfully and diligently at the occupation;
- 3) Protect the property of the employer/school/program sponsor;
- 4) Respect and comply with all rules, regulations and policies of the employer affecting OJT (if applicable);
- 5) Attend Related Instruction classes regularly. and
- 6) Successfully complete all Related Technical Instruction lessons, assignments, and assessments as required; submit properly completed records in a timely manner upon request; and keep accurate records of work experience (OJT) (if applicable).

SECTION IV – MAINTENANCE OF PREAPPRENTICESHIP RECORDS – 6A-23.010(4) (j) FAC

All Preapprenticeship Program records pertaining to the administration, selection, training, and employment of Preapprentices (test scores, attendance records, transcripts, progress evaluations, etc.), shall be the sole maintenance responsibility of the Sponsor and are to be kept at the following address, which is a facility that allows and provides governmental access for auditing purposes as outlined in Ch. 119 F.S. (Florida Public Records Law):

South Florida Operating Engineers, JAC

Name of Site

19700 SW 68th Ct. Pembroke Pines, FL 33332

Address, City, State and Zip Code

All Preapprenticeship Program related records are the property of the Sponsor and must be maintained for a period of no less than two (2) years from the date of last action and must be presented for review when requested by the Department or the appropriate Apprenticeship and Training Representative.

SECTION V – TARGETED WORKFORCE AND EQUAL EMPLOYMENT OPPORTUNITY – 6A-23.010(4) (t) FAC

To provide equal opportunities in the recruitment, selection, employment, training and advancement of minority and female preapprentices, the committee agrees to make the following targeted workforce commitments:

- (1) Disseminate in cooperation with the L.E.A if applicable, information to all applicants/students concerning the nature of preapprenticeship, availability of preapprenticeship opportunities, sources of preapprenticeship applications, and the equal opportunity policy of the committee; and
- (2) Cooperate with local school boards and career pathways education systems to develop programs for preparing students to meet the standards and criteria required to qualify for entry into Preapprenticeship Programs and ultimately to qualify for entry into the program sponsor's registered apprenticeship program.

The recruitment, selection, employment and training of Preapprentices during their preapprenticeship shall be without discrimination because of race, color, religion, national origin, sex, or because they are an individual with a disability or a person 40 years old or older. The Preapprenticeship Committee or Sponsor will provide equal opportunity in preapprenticeship and will operate the preapprenticeship program as required under Title 29 of the Code of Federal Regulations, Part 30.

SECTION VI – ADJUSTING DIFFERENCES – 6A-23.010(4) (r, s) FAC

In case of dissatisfaction, the Participating Employer (if applicable), or the Preapprentice has the right and privilege of appeal to the Preapprenticeship Committee or Sponsor for corrective action and adjustment concerning these standards or Preapprenticeship Agreement for which written notification is received within fifteen (15) days of the alleged dissatisfaction. The complaint shall be in writing and signed by the complainant (parent or guardian if minor). It must include the name, address, and telephone number of the Participating Employer (if applicable) or the Preapprentice involved, and a brief description of the circumstances concerning the Standards of Preapprenticeship or the Preapprenticeship Agreement. The Preapprenticeship Committee or Sponsor will locally make such rulings as it deems necessary in each individual case within thirty (30) days of receiving the written notification. The Preapprenticeship Committee or Sponsor will have full authority to supervise the enforcement of these standards. Its decision will be final and binding on the Participating Employer (if applicable) and the Preapprentice. The Department is available for consultation and interpretation to assist in resolving any complaints the Participating Employer (if applicable) or Preapprentice has about the preapprenticeship training program. The name and address of the appropriate authority to receive, process, and make dispositions of complaints is:

Michael Smith			
Name of Contact			
19700 SW 68 th Ct. Pembroke Pines, FL 33332			
Address,		City,	State and Zip Code
954-434-8309		mike@iuoe487.org	
Phone Number		E-mail Address	

The Participating Employer (if applicable) or the Preapprentice shall be provided notification by the Preapprenticeship Committee or Sponsor not less than five business days' notice of the date of any proposed adverse action with stated opportunity for the Participating Employer (if applicable) or Preapprentice during such period for corrective action.

Differences that arise between the L.E.A (if applicable), and the program sponsor involving program administration and/or execution, should be addressed to the Registration Agency in writing for resolution, adjustment, and/or decision.

SECTION VII – AMENDMENTS AND MODIFICATIONS – 6A-23.010(3) (g), (4) (u) FAC

These Standards of Preapprenticeship may be amended or modified at any time by the Preapprenticeship Committee or Sponsor. Such amendment(s) or modification(s) must be promptly submitted to the Department for approval through the appropriate Apprenticeship and Training Representative. A copy of the amendment(s) or modification(s) adopted shall be furnished to each Preapprentice to whom the amendment(s) or modification(s) applies and shall not alter Preapprenticeship Agreements in effect at the time of such change without express consent of all parties to the agreement.

SECTION VIII – NOTIFICATION – 6A-23.010(4) (v) FAC

The Department must be notified within forty-five (45) days, through the appropriate Apprenticeship and Training Representative, of all actions affecting Preapprentices as required on the Action Reporting Form.

SECTION IX – PROGRAM CANCELLATION AND DEREGISTRATION – 6A-23.010(4) (u) FAC

Cancellation of the program may be effected upon the voluntary action of the Preapprenticeship Committee or Sponsor and must notify the Registration Agency and the appropriate Apprenticeship and Training Representative within forty-five (45) days in writing of any decision to cancel the program.

Deregistration of the program shall be upon written notice by the Registration Agency to the Preapprenticeship Committee or Sponsor stating cause and instituting formal deregistration proceedings in accordance with the provisions of Chapter 6A-23.010(4) FAC.

In either event, the Preapprenticeship Committee or Sponsor must notify all Preapprentices within fifteen (15) business days of the effective date that will deprive the Preapprentices of their individual registration.

SECTION X – PREAPPRENTICESHIP AGREEMENT – 6A-23.010(4) (b, m, q), (5) (f) FAC

Prospective Preapprentices shall have the right and opportunity to review, read and obtain a copy of these standards before they sign the Preapprenticeship Agreement. The Preapprentice shall be placed under a Preapprenticeship Agreement signed by the program sponsor and the Preapprentice (if a minor, their parent or guardian). The Preapprenticeship Agreement incorporates the terms and conditions of training. The Preapprenticeship Agreement may be terminated by mutual consent at any time and can be canceled for due cause and in the case of due cause, a reasonable opportunity for corrective action may occur upon mutual agreement.

SECTION XI – CREDIT FOR PREAPPRENTICESHIP COMPLETION – 6A-23.010(2) (f) FAC

The Preapprenticeship Committee or Sponsor, in cooperation with the sponsoring Apprenticeship Program, may establish the percentage of credit that may be given to Preapprentices upon acceptance into the sponsoring Apprenticeship Program. Credit will be based on demonstration of skills or knowledge equivalent to those identified in the occupation and in the Standards of Apprenticeship.

The decision to award, not award, or how much credit to award is final and at the sole discretion of the Sponsoring Apprenticeship Committee, Participating Employer, or Sponsor. A Preapprentice granted credit will be advanced to the wage rate and Related Technical Instructional level commensurate with the amount of credit awarded.

SECTION XII – SAFETY AND HEALTH TRAINING – 6A-23.010(4) (c) (k) FAC

The program shall comply with and instruct the Preapprentices in safety and healthful work practices and shall ensure that the Preapprentices are trained in facilities and other environments that are in compliance with Title 29 of the Code of Federal Regulations, Part 570 (Federal Child Labor); Chapter 61L-2 Florida Administrative Code (State Child Labor) and with Public Law 91-596 (Occupational Safety and Health Act).

SECTION XIII – QUALIFICATIONS AND SELECTION PROCEDURES – 6A-23.010(4) (d, l) 5 FAC, 6A-23.010(4) (t)

The minimum qualifications required by a Sponsor for persons entering a Preapprenticeship Program must have an eligible starting age of not less than sixteen (16) years. The Preapprenticeship Committee or Sponsor may elect to require a minimum age above sixteen (16) years.

MINIMUM QUALIFICATIONS: This program is open to all applicants on a completely non-discriminatory basis.

a. Age (Required)

The minimum age qualification required by the Preapprenticeship Committee or Sponsor for persons entering the Preapprenticeship Program is: 17 years.

a. ☒ Government Issued ID

Applicants must possess and maintain a current and valid Government Issued with picture I.D.

SELECTION PROCEDURES: Selection of Preapprentices into this program shall be without discrimination, based on race, color, religion, national origin, sex, or because they are an individual with a disability or a person 40 years old or older.

The applicable selection procedure for this program shall be a coordinated effort between the L.E.A. if applicable, the Preapprenticeship Committee, or program sponsor, shall select Preapprentices from qualified applicants using one or more of the following appropriate selection methods examples:

1. ☒ **Alternative Selection Methods:**

The Preapprenticeship Committee or Sponsor may select Preapprentices from a pool of eligible applicants on a first-come, first-served basis. The sponsor accepts applications for enrollment in the Preapprenticeship program on a continuous basis at the program sponsor site.

SECTION XIV – CERTIFICATE OF COMPLETION OF PREAPPRENTICESHIP – 6A-23.010(4) (w) FAC

Upon satisfactory completion of the Preapprenticeship Program by the Preapprentice as established in these Standards of Preapprenticeship, the Preapprenticeship Committee or Sponsor will so certify to the Department and request the awarding of a Certificate of Completion of Preapprenticeship to the completing Preapprentice(s) issued by the Department.

SECTION XV – TERM OF PREPPRENTICESHIP – 6A-23.010(4) (x) FAC

The over-all length of the training program will be determined by the Preapprenticeship committee and will be realistic in terms of attainment and must be relative to industry standards, but at no time shall it be less than six (6) months or longer than two (2) consecutive years.

The term of preapprenticeship shall be 6 months.

SECTION XVI – RELATED CLASSROOM INSTRUCTION – 6A-23.010(4) (d) (4) FAC

Preapprentices registered under these training standards shall be required to attend and complete subjects related to the occupation in which they are registered. For Preapprenticeship programs linked with a school district or state college, include the Course Title and Course Number after each school.

Secondary or Postsecondary Education Classes will be conducted at:

School Name:	South Florida Operating Engineers Training Facility
School Address:	19700 SW 68 th Court, Pembroke Pines, FL 33332
Program Name and Number:	South Florida Operating Engineers Preapprenticeship
Course Name:	Heavy Equipment Operator

SECTION XVII – RELATED INSTRUCTION OUTLINE

RELATED INSTRUCTION OUTLINE

For the occupation/trade: Operating Engineer

Program Name / Course Name: South Florida Operating Engineers /Heavy Equipment Operator

Related Instruction:	Hours
Soft Skills: Interpersonal Communication, Time management, equipment management, job preparedness.	9.5
Basic Forklift Training	12
Hand Signaling: Crane and equipment	12
Construction Safety/OSHA 10	12
CPR	9.5
Equipment Pre-Operational Inspections: Damaged equipment, Fluid levels, proper equipment functioning, and basic inspection protocols.	20
TOTAL MINIMUM RTI HOURS	75

OFFICIAL ADOPTION OF PREAPPRENTICESHIP STANDARDS

PROGRAM NAME: South Florida Operating Engineers Preapprenticeship Program
 ADDRESS: 19700 SW 68th Court, Pembroke Pines, FL 33332
 PHONE: 954-434-8309
 EMAIL ADDRESS: mike@iuoc487.org
Mark Sch 1/14/25 Jonathan Turk Chucks 1/14/25
 Chairperson Date Secretary Date

COMMITTEE MEMBERS

[Print Name, Title, and Affiliation]

MEMBER [Chairperson] – Mark Schaunaman/ Labor Business Agent	MEMBER [Secretary] – Jonathan Turk Chucks Backhoe/Management
MEMBER – James Kammer/Labor	MEMBER – David Short/ Management Gold Coast Crane
MEMBER – Walburto Utreras/Labor	MEMBER – Scott Alfele/ Management Ebsary Foundation
MEMBER – Claude Potter /Labor	MEMBER-

SIGNATURE AUTHORITY Michael Smith
 FOR COMMITTEE

Name (Please Type or Print)

(Signature)

Title: Training Director Affiliation: South Florida Operating Engineers

REVIEWED BY:

Lorena Vasquez Lorena V.
 Apprenticeship & Training Representative

01/ 16 / 2025
 Date

Authorized Official for the Local Education Agency

/ /
 Date

FLORIDA DEPARTMENT OF EDUCATION
 DIVISION OF CAREER AND ADULT EDUCATION – APPRENTICESHIP

KFWheeler
 Authorized Official - Registration Agency

/ 4/24/25
 Date