NEW YORK STATE OF OPPORTUNITY. | **Department of Labor**

ANCILLARY GROUP-SPONSOR/SIGNATORY AGREEMENT

THIS AGREEMENT, entered into on this _____ day of _____ 20_____, by and between

_____, registered and existing under and by virtue of the laws of the State of New York and, hereinafter

referred to as "**SPONSOR,**" and _____, a contractor/subcontractor, hereinafter referred to as

"**SIGNATORY.**"

<u>WITNESSETH</u>

WHEREAS, **SPONSOR**, in carrying out the objectives of the Apprenticeship program; and

WHEREAS, _____ having received a copy of the ***APPRENTICE TRAINING PROGRAM REGISTRATION AGREEMENT (Form AT 10)***, and concurring in the advantages of a uniform program for the development of an Apprenticeship Trade, does hereby request acceptance as a ***SIGNATORY***.

NOW, THEREFORE, in consideration of the premises, **SPONSOR** agrees to accept the undersigned as a ***SIGNATORY***, under the provisions of the Group Non-Joint Apprenticeship Standards, with all attendant rights and benefits thereof, until cancelled voluntarily or revoked for good cause by the New York State Department of Labor.

IT IS AGREED BETWEEN THE PARTIES, AS FOLLOWS:

1. ***SPONSOR*** agrees to:
   a. Submit a copy of this executed Agreement to the New York State Department of Labor (DOL);
   b. Recruit, select, and refer applicants who have been duly processed according to the approved selection procedure under 12 NYCRR Part 600, and register those apprentices with the Department of Labor (DOL);
   c. Comply with all requirements set forth in NYS Labor Law Article 23, and 12 NYCRR Part 601 for the registration, supervision, and advancement of apprentices;
   d. Maintain adequate records to ascertain compliance with state and federal apprentice training rules, regulations, and statutes, including records of job assignments, promotion, demotion, lay-offs, terminations, rates of pay, job rotation, related instruction, and submit such records to the Department of Labor as may be required;
   e. Ensure that apprentices are rotated to employers who can assign them to tasks in Appendix A, and that Blue Books, or some alternate DOL approved electronic record, is maintained and signed by a supervisor weekly;
   f. Ensure that apprentices are given proper related instruction as provided under Appendix B and approved by the Department of Education, and that proper and detailed records of such training, including attendance sheets, tests given, and test scores are maintained;
   g. Ensure that all program modifications, revisions, or reports will be submitted to the Department of Labor within 30 calendar days of such program change or the report request;
   h. Advise SIGNATORY of any future amendments to the Apprenticeship program;
   i. Inform SIGNATORY as to the progress of their apprentice(s);
   j. Monitor each SIGNATORY to ensure that they are operating fully within state and federal rules and regulations for the protection of workers, including but not limited to, apprentice training, OSHA, and prevailing wage requirements;
   k. Terminate this agreement if it finds that SIGNATORY has substantial violations of laws for the protection of workers, including state and federal apprentice training rules, regulations, and statutes;
   l. Notify the New York State Department of Labor within 90 days in the event SIGNATORY disassociates itself from this Agreement and the Apprenticeship Program, or is terminated by the SPONSOR;
   m. Notify the Department of Labor within 30 days of all apprentices who successfully complete their apprenticeship program; and
   n. Comply with any future changes to the Program instituted by DOL.

2. **SIGNATORY** agrees to:
   a. Employ and train apprentices in accordance with the rules, regulations and decisions of SPONSOR, as established and operated under the Apprentice Training Program Registration Agreement (Form AT 10), and to conduct, operate, and administer its responsibility to the Apprenticeship program in conformity with the New York State Equal Employment Opportunity in Apprenticeship and Training provisions;
   b. Accept, for employment, apprentices who have been referred by SPONSOR;
   c. Maintain records as SPONSOR may require including, but not limited to, records of job assignments, task rotation, promotion, demotion, lay-offs, terminations, and rates of pay;
   d. Inform SPONSOR as to the on-the-job training progress of the apprentice(s) by ensuring that its apprentice(s) maintains Blue Books, or some alternate DOL-approved electronic record, that each apprentice's supervisor reviews and signs off on each Blue Book weekly, and that copies are regularly provided to SPONSOR;
   e. Notify SPONSOR of any apprentice who is terminated by SIGNATORY and the reasons for the termination;
   f. Meet any financial obligations to SPONSOR for each apprentice's related instruction as may be required by mutual agreement;
   g. Pay the apprentice at least the amount provided for on the apprentice's AT-401, Form AT-10, or as may be otherwise required by law, and maintain a ratio of apprentices to journey-workers that equals or exceeds the minimum ratio as provided for on Form AT-10;
   h. Pay the prevailing wage rates for Public Work projects when working on such projects;
   i. Not subvert the program by hiring workers as helpers, shop-hands, or other titles and assigning them to work generally performed by apprentices;
   j. Pay no less than the minimum journey-worker wage rate to each apprentice who completes the apprenticeship program; and
   k. Comply with any future changes to the Program instituted by DOL.

IN WITNESS WHEREOF, *SPONSOR* and *SIGNATORY* have caused this Agreement to be executed on their behalf, on the day and year written above.

SPONSOR   **SIGNATORY**

By_____   By_____
(SIGNATURE OF OFFICIAL SPONSOR REPRESENTATIVE)   (SIGNATURE OF OFFICIAL SIGNATORY REPRESENTATIVE)

_____   _____
(PRINT NAME)   (PRINT NAME)

_____   _____
(TITLE)   (TITLE)

_____   _____
(FEIN)   (FEIN)

_____   _____
(ADDRESS)   (COMPANY ADDRESS)

_____   _____
(CITY, STATE, ZIP)   (CITY, STATE, ZIP)

A copy of this Agreement shall be submitted to the New York State Department of Labor, Apprenticeship and Training Office, for their records immediately upon signing hereof.