# **Division of Apprenticeship Standards (DAS)**

# Apprenticeship Program Summary Sheet

To: Curtis Notsinneh, ChiefFrom: Paul GiacomottoCC: Program Planning and ReviewDate: January 8, 2024

Program Name:Applied Materials Inc.Industry:Advanced ManufacturingDAS File No.:101135Grant Awardee:⊠ No□ Yes

# Actions:

- □ Proposed new apprentice program
- Existing apprenticeship program adding new occupations
- **D** Existing apprenticeship program expanding area of operations
- **□** Existing apprenticeship program changing work processes on approved occupations.

# Labor Organizations Representing Any of the Apprentices:

None

# Request for Approval under Labor Code 3075:

Applied Materials Inc. is not intended to train in the building and construction trades and is not eligible to dispatch apprentices to projects with public works, prevailing wage or skilled and trained workforce requirements within the meaning of Labor Code sections 1720 and 3075 and will not train or dispatch apprentices in the building and construction trades or firefighters occupations.

#### Comments:

The Applied Materials Inc Apprenticeship Program (Hardware Technician Occupation) is being developed to support the growth in an industry being positively influenced by the CHIPS and Science Act. Applied Materials announced its intention to make multi-billion-dollar investments in its innovation infrastructure in the United States, California, and the Silicon Valley to expand its manufacturing capacity between now and 2030. The Silicon Valley center will play a central role in collaborative research and development with all the world's major chipmakers, bolster university partnerships, and be capable of engaging with a future U.S. National Semiconductor Technology Center. Mission College will provide the education training and support focused on

Quantitative Reasoning, Introduction to Technology, Electronic Systems Measurement, and Analog Circuits and Semiconductor Devices for the Hardware Technician apprentices.

Applied Materials Inc. will oversee the apprenticeship program herein and seeks approval from the Department of Industrial Relations, Division of Apprenticeship Standards for the following:

# Proposed Occupation, Wage Rate & O\*Net Code:

Hardware Technician O\*Net: 17-3026.00
Professional Worker Wage: \$26.25 per hour
Proposed Apprentice Wage: \$22.40 per hour
Proposed No. of Apprentices: 20

### **Proposed Employers:**

• Applied Materials 3050 Bowers Ave. Santa Clara, CA 95054

# Applied Materials Inc. Program Standards

Incorporating and Adopting

U.S. Department of Labor, Office of Apprenticeship Approved Standards

3050 Bowers Ave. Santa Clara, CA 95054 408-483-6481 <u>Michael\_Hill@amat.com</u> / <u>www.appliedmaterials.com</u>

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# Article I Purpose and Policy – CA LC §3075, 3076, 3089; CCR §205, 206, 212.1, 212.2, 218

The parties hereto declare their purpose and policy to incorporate the attached standards approved by the U.S. Department of Labor Office of Apprenticeship to establish an organized, planned system of apprenticeship conducted as an education-sponsored, employer-based undertaking. All provisions in the U.S. Department of Labor Office of Apprenticeship attached hereto, that do not conflict with California laws and regulations shall be incorporated, adopted and agreed upon under the Shelley-Maloney Apprentice Labor Standards Act of 1939, as amended, to govern the employment and training of apprentices in the trade, craft or occupation defined herein, to become effective upon their approval under the California standards. In case of conflict of law, California Law shall prevail. No Section of these standards of apprenticeship shall be construed as permitting violation of any Federal Law or Regulations and the State of California Law or Regulations.

These standards shall apply to the employer signatory hereto and to all apprentice agreements hereunder.

# Article II Craft, Trade, Occupation – CA LC §3078 (c); CCR §212 (a,1)

The approved occupations are set forth in the U.S. Department of Labor Office of Apprenticeship standards attached to this California State standard. Additional occupations may be added or deleted by the above-named master apprenticeship committee by first submitting the proposed change(s) to the U.S. Department of Labor Office of Apprenticeship. Once the U.S. Department of Labor Office of Apprenticeship approves the change, the revised standards may be submitted to the California Division of Apprenticeship Standards (DAS) for approval of the Administrator of Apprenticeship.

# Article III Occupations – CA LC §3078.5

The occupational supplement(s) included in the attached U.S. Department of Labor Office of Apprenticeship standards set forth the terms of the occupation, ratio, work processes, and related supplemental instruction for each individual occupation.

# Article IV Responsibilities of Program Sponsor – CA LC §3076, 3076.3; CCR §205, 206, 212, 212.3

The program sponsors are responsible for the administration and enforcement of all aspects of a Registered Apprenticeship program. Sponsor means any person, association, committee, or organization operating an apprenticeship program and in whose name the program is (or is to be) registered or approved.

Sponsors with multiple employers will establish an Apprenticeship Training Committee to fulfill the responsibilities and duties required of a Program Sponsor as described in the attached U.S. Department of Labor Office of Apprenticeship standards.

In addition, the Sponsor(s) agree to (1) supervise the administration and enforcement of these standards; (2) adopt such rules and regulations as are necessary to govern the program provided that the rules and regulations do not conflict with these standards and provide a copy of such to each apprentice; (3) conduct orientations, workshops or other educational sessions for employers to explain the apprenticeship program's standards and the operation of the apprenticeship program; (4) pass upon the qualification of employers and, when appropriate, to suspend or withdraw approval; (5) conduct on-going evaluation of the interest and capacity of employers to participate in the apprenticeship program and to train apprentices on the job; (6) determine the qualifications of apprentice applicants and ensure fair and impartial treatment of applicants for apprenticeship selected through uniform selection procedures; (7) file a signed copy, written or electronic, of each apprentice agreement with the Division of Apprenticeship Standards, within 30 days of execution, with copies to all parties to the agreement; (8) establish and utilize a procedure to record and maintain all records of the apprentice's worksite job progress and progress in related and supplemental instruction; (9) establish and utilize a system for the periodic review and evaluation of the apprentice's progress in job performance and related instruction; (10) discipline apprentices, up to and including termination, for failure to fulfill their obligations on-the-job or in related instruction, including provisions for fair hearings; (11) annually prepare and submit a Self-Assessment Review as well as a Program Improvement Plan to the Chief of the Division of Apprenticeship Standards; (12) ensure training and supervision, both on the job and in related instruction, in first aid, safe working practices and the recognition of occupational health and safety hazards; (13) ensure training in the recognition of illegal discrimination and sexual harassment; (14) establish an adequate mechanism to be used for the rotation of the apprentice from work process to work process to assure the apprentice of complete training in the apprenticeable occupation including mobility between employers when essential to provide exposure and training in various work processes in the apprenticeable occupation; (15) establish an adequate mechanism that will be used to provide apprentices with reasonably continuous employment in the event of a lay-off or the inability of one employer to provide training in all work processes as outlined in the standards; (16) have a Local Education Agency (L.E.A.) provide a letter approving the Related and Supplemental Instruction pursuant to LC 3074 [see Attachment A]; (17) grant apprentices credit for previous experience; (18) apprenticeship programs with more than one employer or an association of employers shall include provisions sufficient to ensure meaningful representation of the interests of apprentices in the management of the program; (19) adopt changes to these standards, as necessary, subject to the approval of the parties hereto and the Chief of the Division of Apprenticeship Standards.

# Article V Apprentice Agreements – CA LC § 3077, 3077.5, 3078, 3079, 3086; CCR §205, 206, 207

To obtain approval in the State of California, the program sponsor shall register Apprentices, by electronic or other means, to the Division of Apprenticeship Standards within 30 days of execution of the Apprentice Agreement [California Apprenticeship Agreement (DAS-1), see attachment C] in addition to having already been registered for federal purposes by the U.S. Department of Labor, Office of Apprenticeship. These standards, and the U.S. Department of Labor standards, shall be a part of the apprenticeship agreement. Apprentices shall be furnished a copy of the standards or given an opportunity to read them before registration.

An apprentice is a person at least 18 years of age, who has met the requirements for selection under the selection procedures of participating employer, who is engaged in learning a designated craft or trade and who has entered into a written apprentice agreement under the provisions of these standards. If the apprentice is under 18 years of age, the agreement must be signed by the apprentice's parent or guardian. When the period of training extends beyond 18, the apprentice agreement shall likewise be binding to such a period as may be covered. A program sponsor shall not provide a maximum age for apprentices.

Each apprentice agreement shall conform to the State law governing apprentice agreements, and shall be signed by the employer, by the program sponsor, and by the apprentice and must be approved by the apprenticeship committee. Each apprentice shall be furnished a copy of or be given an opportunity to study these standards before registration. These standards shall be considered a part of the apprentice agreement as though expressly written therein.

During the probationary period, an apprentice agreement shall be terminated by the apprenticeship committee at the request in writing of either party. After such probationary period, an apprentice agreement may be terminated by the Administrator by mutual agreement of all the parties thereto or cancelled by the Administrator for good and sufficient reason.

If an employer is unable to fulfill his/her obligations to train under any apprentice agreement or in the event of a layoff, the apprenticeship committee may, with the approval of the Administrator, transfer such agreement to any other signatory employer if the apprentice consents, and such other employer agrees to assume the obligation of said apprentice agreement.

# Article VI Hours and Working Conditions – CA LC §3078 (k); CCR §208 (a, d), 209, 210, 212

Apprentices shall work under and with competent professional workers and/or instructors and shall be assigned to work and learning tasks so that they obtain the diversified training on-the-job provided for in the apprenticeship standards.

The workday and workweek and all other conditions of employment for apprentices shall conform to all applicable laws and regulations and shall not be greater than for those of a professional worker.

Overtime shall not be allowed if it will interfere with or impair the training or be detrimental to the health and safety of the apprentice.

There shall be no liability on the part of the employer for an injury sustained by an apprentice engaged in schoolwork at a time when the employment of the apprentice has been temporarily or permanently terminated.

# Article VII Wages and Wage Progression – CA LC §3076, 3078 (f); CCR §208 (a, d), 212 (a, 5)

The wages shall be a progressively increasing wage, employee benefits and other compensation as set by Section CCR §208 and CA LC §3078 (f).

In no case shall an Apprentice receive a starting wage that is less than the applicable federal, state or local entity (city or county) minimum wage, whichever is higher for the county or city where the apprentice is working. The applicable minimum wage law shall establish the effective date of the minimum wage.

Where wages/wage schedules differ from or require clarification of, the attached U.S. Department of Labor Office of Apprenticeship standards, the following wage schedule applies:

To advance from one period to the next, the apprentice shall have met the following requirements:

Semiconductor/Nanotechnology Process Technician – O*Net: 17-3026.00			
1st period	0% of demonstrated competencies	\$ 22.20 /hour	
2nd period	50% of demonstrated competencies	\$ 23.30 /hour	
End Wage	100% of demonstrated competencies	\$ 24.40 /hour	

Hardware Technician – O*Net: 17-3026.00			
1st period	0% of demonstrated competencies	\$ 22.40 /hour	
2nd period	25% of demonstrated competencies	\$ 23.00 /hour	
3rd period	50% of demonstrated competencies	\$ 24.00 /hour	
4th period	75% of demonstrated competencies	\$ 25.00 /hour	
End Wage	100% of demonstrated competencies	\$ 27.00 /hour	
4th period	75% of demonstrated competencies	\$ 25.00 /hour	

Time spent in related and supplemental instruction may not be compensated.

# Article VIII Responsibilities of Apprentices – CCR §205, § 206, 207, 212

Each apprentice, having entered into an apprenticeship agreement, shall satisfactorily perform all work and learning assignments both on the job and in related instruction and shall comply with the standards, rules, regulations and decisions of the apprenticeship committee.

# Article IX Certificate of Completion - CCR §205, 212, 224

A "Certificate of Completion of Apprenticeship", attesting to the completion of an apprenticeship, will be issued under the authority of the Division of Apprenticeship Standards upon receipt of such competent evidence as may be required.

# Article X Controversies – CA LC §3078 (h), 3081; CCR §201

All controversies or differences concerning apprentice agreements, that cannot be adjusted locally by the apprenticeship committee or otherwise, shall be submitted to the Administrator

# Article XI Written Applications

Applications for apprenticeship will be accepted:

Applications can be obtained by visiting the Applied Materials website athttps://www.appliedmaterials.com/us/en/contact.html, selecting the appropriate role, and submitting an application following provided directions on the website.

# Article XII Records

All records will be maintained, in written or electronic form, for five years and kept at:

Applied Materials Inc. 3050 Bowers Ave. Santa Clara, CA 95054

# Article XIII Modification of Standards - CA LC § 3073, 3075, 3078, 3078.5; CCR §205, 212 (b,13)

These standards shall be modified to conform to any changes in prevailing practices, conditions and wages in the area and the industry when such changes occur. Requests of the program sponsor for modification are subject to the approval of the Administrator of Apprenticeship.

# Article XIV Collective Bargaining Agreements - CA LC 3086

Where applicable, if the employer(s) has a collective bargaining agreement with a labor organization applicable to these occupation(s), approval by the labor organization will be affixed to the Employer Agreement (DAS-752).

Nothing hereunder, nor in any approved apprentice agreement, shall operate to invalidate any apprenticeship provision in any collective bargaining agreement between employers and employees setting up higher apprenticeship standards.

Curtis Notsinneh, Chief **Division of Apprenticeship Standards** 

(DAS approval date)

Michael Hill, Applied Materials

**Employer Organization** 

Applied Materials Inc. 3050 Bowers Ave. Santa Clara, CA 95054

Applied Materials Inc. agrees to accept electronic signatures for these Division of

The foregoing standards are hereby agreed to and adopted by Applied Materials Inc. on January 8, 2024. (Committee approval date).

Apprenticeship Standards and all related Division of Apprenticeship Standards documents.

#### DAS FILE # 101135

DAS Cover Sheet Template for IACA DOL Standards rev 12152022

The foregoing apprenticeship standards, being in conformity with the applicable California Labor Code, California Code of Regulations and Federal Regulations, are hereby approved

Date

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Date



# **Registered Apprenticeship Standards**

Local Apprenticeship Standards

# Applied Materials Inc.

3050 Bowers Ave Santa Clara, CA, CA 95054 Occupation(s): Industrial Manufacturing Technician

O\*NET-SOC Code(s): 17-3026.00

RAPIDS Code(s): (2031CB)

Developed in Cooperation with the U.S. Department of Labor Office of Apprenticeship

Approved by the U.S. Department of Labor Office of Apprenticeship

Registered By: Douglas Howell

Signature:

Title: State Director

Office of Apprenticeship

Date: 6/28/2023

Registration Number: 2023-CA-121333

□ Check here if these are revised standards

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#### SECTION I – STANDARDS OF APPRENTICESHIP 29 CFR § 29.5

**A. Responsibilities of the sponsor:** *Applied Materials Inc.* must conduct, operate, and administer this program in accordance with all applicable provisions of Title 29 Code of Federal Regulations (CFR) part 29, subpart A and part 30, and all relevant guidance issued by the Office of Apprenticeship (OA). The sponsor must fully comply with the requirements and responsibilities listed below and with the requirements outlined in the document "Requirements for Apprenticeship Sponsors Reference Guide."

#### Sponsors shall:

- Ensure adequate and safe equipment and facilities for training and supervision and provide safety training for apprentices on-the-job and in related instruction.
- Ensure there are qualified training personnel and adequate supervision on the job.
- Ensure that all apprentices are under written apprenticeship agreements incorporating, directly or by reference, these Standards and the document "Requirements for Apprenticeship Sponsors," and that meets the requirements of 29 CFR § 29.7. Form ETA 671 may be used for this purpose and is available upon logging into RAPIDS.
- Register all apprenticeship Standards with the U.S. Department of Labor, including local variations, if applicable.
- Submit apprenticeship agreements within 45 days of enrollment of apprentices.
- Arrange for periodic evaluation of apprentices' progress in skills and technical knowledge, and maintain appropriate progress records.
- Notify the U.S. Department of Labor within 45 days of all suspensions for any reason, reinstatements, extensions, transfers, completions and cancellations with explanation of causes. Notification may be made in RAPIDS or using the contact information in Section K.
- Provide each apprentice with a copy of these Standards, Requirements for Apprenticeship Sponsors Reference Guide, Appendix A, and any applicable written rules and policies, and require apprentices to sign an acknowledgment of their receipt. If the sponsor alters these Standards or any Appendices to reflect changes it has made to the apprenticeship program, the sponsor will obtain approval of all modifications from the Registration Agency, then provide apprentices a copy of the updated Standards and Appendices and obtain another acknowledgment of their receipt from eachapprentice.

• Adhere to Federal, State, and Local Law Requirements -- The Office of Apprenticeship's registration of the apprenticeship program described in these Standards of Apprenticeship on either a nationwide basis (under the National Program Standards of Apprenticeship) or within a particular State, and the registration of individual apprentices under the same program, does not exempt the program sponsor, and/or any employer(s) participating in the program, and/or the individual apprentices registered under the program from abiding by any applicable Federal, State, and local laws or regulations relevant to the occupation covered by these Standards, including those pertaining to occupational licensing requirements and minimum wage and hour requirements.

The program's Standards of Apprenticeship must also conform in all respects with any such applicable Federal, State, and local laws and regulations. Any failure by the program to satisfy this requirement may result in the initiation of deregistration proceedings for reasonable cause by the Office of Apprenticeship under 29 CFR § 29.8.

#### B. Minimum Qualifications - 29 CFR §29.5(b)(10)

An apprentice must be at least <u>18</u> years of age, except where a higher age is required by law, and must be employed to learn an apprenticeable occupation. Please include any additional qualification requirements as appropriate (optional):

The additional qualification requirements as appropriate are listed below:

There is an educational requirement of: GED or High School Diploma

There is a physical requirement of: Lift 25 lbs

# C. Apprenticeship Approach and Term - 29 CFR § 29.5(b)(2)

The apprenticeship program(s) will select an apprenticeship training approach. The approach is notated in Appendix A, APPRENTICESHIP APPROACH.

#### D. Work Process Schedule and Related Instruction Outline - 29 CFR § 29.5(b)(4)

Every apprentice is required to participate in related instruction in technical subjects related to the occupation. Apprentices *will* be paid for hours spent attending related instruction classes. The Work Process Schedule and Related Instruction Outline are outlined in Appendix A.

#### E. Credit for Previous Experience - 29 CFR § 29.5(b)(12)

Apprentice applicants seeking credit for previous experience gained outside the apprenticeship program must furnish such transcripts, records, affidavits, etc. that may be appropriate to substantiate the claim. *Applied Materials Inc.* will evaluate the request for credit and make a determination during the apprentice's probationary period.

# F. Probationary Period - 29 CFR § 29.5(b)(8) and (20)

Every applicant selected for apprenticeship will serve a probationary period which may not exceed 25 percent of the length of the program or 1 year whichever is shorter. The probationary period is notated in Appendix A, PROBATIONARY PERIOD.

#### G. Ratio of Apprentices to Journeyworkers - 29 CFR § 29.5(b)(7)

Every apprenticeship program is required to provide an apprenticeship ratio of apprentices to journeyworkers for adequate supervision. The ratio is notated in Appendix A, RATIO OF APPRENTICES TO JOURNEYWORKERS.

# H. Apprentice Wage Schedule - 29 CFR § 29.5(b)(5)

Apprentices must be paid a progressively increasing schedule of wages based on either a percentage or a dollar amount of the current hourly journeyworker wage rate. The progressive wage schedule is notated in Appendix A, APPRENTICE WAGE SCHEDULE.

### I. Equal Employment Opportunity and Affirmative Action

# 1. Equal Opportunity Pledge - 29 CFR §§ 29.5(b)(21) and 30.3(c)(1)

*Applied Materials Inc.* will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex (including pregnancy, gender identity, and sexual orientation), sexual orientation, genetic information, or because they are an individual with a disability or a person 40-years old or older.

*Applied Materials Inc.* will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, part 30.

The equal opportunity pledge applies to the following additional protected bases (as applicable per the sponsor's state or locality):

# 2. Affirmative Action Program - 29 CFR §§ 29.5(b)(21), 30.4-30.9

Applied Materials Inc. acknowledges that it will adopt an affirmative action plan in accordance with 29 CFR §§ 30.4-30.9 (required for sponsors with five or more registered apprentices by two years from the date of the sponsor's registration or by two years from the date of registration of the program's fifth (5<sup>th</sup>) apprentice). Information and technical assistance materials relating to the creation and maintenance of an affirmative action plan will be made available on the Office of Apprenticeship's website.

#### 3. Selection Procedures - 29 CFR § 30.10

Every sponsor will adopt selection procedures for their apprenticeship programs, consistent with the requirements set forth in 29 CFR § 30.10(b). The selection procedures for each occupation for which the sponsor intends to train apprentices are notated in Appendix A, SELECTION PROCEDURES.

#### J. Complaint Procedures - 29 CFR §§ 29.5(b)(22), 29.7(k), 29.12, and 29 CFR § 30.14

If an applicant or an apprentice believes an issue exists that adversely affects the apprentice's participation in the apprenticeship program or violates the provisions of the apprenticeship agreement or Standards, the applicant or apprentice may seek relief. Nothing in these complaint procedures precludes an apprentice from pursuing any other remedy authorized under another Federal, State, or local law. Below are the methods by which apprentices may send a complaint:

1. Complaints regarding discrimination. Complaints must contain the complainant's name, address, telephone number, and signature, the identity of the respondent, and a short description of the actions believed to be discriminatory, including the time and place. Generally, a complaint must be filed within **300** days of the alleged discrimination. Complaints of discrimination should be directed to the following contact:

U.S. Department of Labor, Office of Apprenticeship 200 Constitution Ave. NW, Washington, DC 20210 Telephone Number: (202) 693-2614 Email Address: <u>ApprenticeshipEEOcomplaints@dol.gov</u> Point of Contact: Director, Division of Standards and Quality Attn: Apprenticeship EEO Complaints

You may also be able to file complaints directly with the EEOC, or State fair employment practices agency.

**2. Other General Complaints**. The sponsor will hear and attempt to resolve the matter locally if written notification from the apprentice is received within *15* days of the alleged violation(s). The sponsor will make such rulings as it deems necessary in each individual case within *30* days of receiving the written notification:

Name: <u>Michael Hill</u>

Address: <u>3050 Bowers Ave</u>

Santa Clara, CA, CA 95054

Telephone Number: (408) 221-9021

Email Address: michael hill@amat.com

Any complaint described above that cannot be resolved by the program sponsor to the satisfaction of all parties may be submitted to the Registration Agency provided below in Section K.

#### K. Registration Agency General Contact Information 29 CFR § 29.5(b)(17)

The Registration Agency is the United States Department of Labor's Office of Apprenticeship. General inquiries, notifications and requests for technical assistance may be submitted to the Registration Agency using the contact information below:

Name: Michaelo De La Torre

Address: <u>90 7th Street Suite 17-100</u>

San Francisco, CA, 94103

Telephone Number: 4156252233

Email Address: <u>delatorre.michaelo.n@dol.gov</u>

#### L. Reciprocity of Apprenticeship Programs 29 CFR § 29.13(b)(7)

States must accord reciprocal approval for Federal purposes to apprentices, apprenticeship programs and standards that are registered in other States by the Office of Apprenticeship or a Registration Agency if such reciprocity is requested by the apprenticeship program sponsor.

Program sponsors seeking reciprocal approval must meet the wage and hour provisions and apprentice ratio standards of the reciprocal State.

#### **SECTION II - APPENDICES AND ATTACHMENTS**

Appendix A – Work Process Schedule, Related Instruction Outline, Apprentice Wage Schedule, Ratio of Apprentices to Journeyworkers, Type of Occupation, Term of Apprenticeship, Selection Procedures, and Probationary Period

Appendix B – ETA 671 - Apprenticeship Agreement and Application for Certification of Completion of Apprenticeship

(To be completed after registration)

- □ Appendix C Affirmative Action Plan (Required within two years of registration unless otherwise exempt per 29 CFR §30.4(d))
- □ Appendix D Employer Acceptance Agreement (For programs with multiple-employers only)

# SECTION III - VETERANS' EDUCATIONAL ASSISTANCE AS MANDATED BY PUBLIC LAW 116-134 (134 STAT. 276)

Pursuant to section 2(b)(1) of the Support for Veterans in Effective Apprenticeships Act of 2019 (Pub. L. 116-134, 134 Stat. 276), by signing these program Standards, the program sponsor official whose name is subscribed below assures and acknowledges to the U.S. Department of Labor's Office of Apprenticeship the following regarding certain G.I. Bill and other VA-administered educational assistance referenced below (and described in greater detail at the VA's website at: https://www.va.gov/education/eligibility) for which current apprentices and/or apprenticeship program candidates may be eligible:

- (1) The program sponsor is aware of the availability of educational assistance for a veteran or other eligible individual under chapters 30 through 36 of title 38, United States Code, for use in connection with a registered apprenticeship program;
- (2) The program sponsor will make a good faith effort to obtain approval for educational assistance described in paragraph (1) above for, at a minimum, each program location that employs or recruits an veteran or other eligible individual for educational assistance under chapters 30 through 36 of title 38, United States Code; and
- (3) The program sponsor will not deny the application of a qualified candidate who is a veteran or other individual eligible for educational assistance described in paragraph (1) above for the purpose of avoiding making a good faith effort to obtain approval as described in paragraph (2) above.

**NOTE:** The aforementioned requirements of Public Law 116-134 shall apply to "any program applying to become a registered apprenticeship program on or after the date that is 180 days after the date of enactment of this Act" (i.e., September 22, 2020). Accordingly, apprenticeship programs that were registered by a Registration Agency before September 22, 2020, are not subject to these requirements.

# **SECTION IV - SIGNATURES**

### **OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS**

The undersigned sponsor hereby subscribes to the provisions of the foregoing Apprenticeship Standards formulated and registered by *Applied Materials Inc.*, on this <u>28th</u> day of <u>June</u>, <u>2023</u>

The signatories acknowledge that they have read and understand the document titled "Requirements for Apprenticeship Sponsors Reference Guide" and that the provisions of that document are incorporated into this agreement by reference unless otherwise noted.

Signature of Sponsor (designee)

Signature of Sponsor (designee)

Michael Hill Printed Name

**Printed Name** 

# **Applied Materials Inc.** Hardware Technician

**Appendix A** 



### **PROGRAM SELECTION PROCEDURES**

Applied's Apprentice selection process :

- 1. Hiring manager obtains approval for an open requisition from senior management
- 2. Talent acquisition representative documents internal job specifications
- 3. Job Family title and level are determined
- 4. Current market wage range is determined
- 5. Post open requisition on Applied's external facing webpage
- 6. Post opening with local workforce development agencies (Novaworks & Work2 Future)
- 7. Candidates click through agency websites to Applied's career page and submits an application
- 8. Talent acquisition team reviews applications/resumes and contacts candidates to explain the requirments of an apprenticeship program
- 9. Talent Acquisition team selects candidates to present to hiring managers
- 10. Hiring managers review applicant documents and selects those to interview
- 11. Talent acquisition team schedules interviews
- 12. Hiring manager interviews candidates and selects those they want to make a job offer to
- 13. Talent Acquisition team works with the Compensation team on a job offer and once agreed to by the hiring manager, makes the offer directly to the candidate.
- 14. Once candidate accepts, the start date and other preliminary documents are delivered to the candidate

### Appendix A-1 (1st occupation)

#### **OCCUPATION TITLE : Hardware Technician**

#### O\*NET-SOC CODE: 17-3026.00 RAPIDS CODE:

2031

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

#### **1. APPRENTICESHIP APPROACH**

 $\Box$  Time-based  $\boxtimes$  Competency-based  $\Box$  Hybrid

#### 2. TERM OF APPRENTICESHIP

The term of the apprenticeship is 2 years with an OJL attainment of 2736 hrs hours (57 competencies), supplemented by the minimum required 144 hours of related instruction for each program year.

Note: The competency-basedtraining approach is not hours-based, but rather term-based (1 year, 2 years, etc.) and competencies to be mastered by the apprentice prior to completion.

#### 3. RATIO OF APPRENTICES TO JOURNEYWORKERS

The apprentice to journeyworker ratio is: 1 Apprentice(s) to1Journeyworker(s). A journey worker is defined as a: \_\_Technican at T2 level or higher with 3 or more years of experience\_.

#### 4. PROBATIONARY PERIOD

Every applicant selected for apprenticeship will serve a probationary period of <u>6 months</u>. The probationary period cannot exceed 25 percentof the length of the program, or 1 year, whichever is shorter as per 29 CFR 29.5 (b)(8).

During an initial probationary period, an apprentice can be discharged without appeal rights. The initial probationary period is not reduced by advanced credit or standing. During an initial probationary period, apprentices receive full credit for hours and competency steps toward completion of their apprenticeship.

#### 5. APPRENTICE WAGE SCHEDULE

Apprentices shall be paid a progressively increasing schedule of wages based on either a percentage or a dollar amount of the current hourly journeyworker wage rate, which is: \$26.25.

(or the number of mastered

1000 hours

competencies met)

Progressive wage scale:

Period 1 6 months

83% of journeyperson wage, \$22.40

Period 2	6 months	1000 hours	85% of journeyperson wage, \$23.00
Period 3	6 months	1000 hours	89% of journeyperson wage, \$24.00
Period 4	6 months	1000 hours	93% of journeyperson wage, \$25.00
Upon comp	letion (24 month	s)	100% of journeyperson wage \$27.00 per hour/month/year

### 6. RELATED SUPPLEMENTAL INSTRUCTION PROVIDER

Related Instruction Provider:		
Name: Mission College		
Address: 3000 Mission College Blvd, Santa Clara, CA. 95054		
Email: Jeffrey.pallin@missioncollege.edu	<b>Phone Number:</b> 650-867-6278	
Suggested Related Instruction Hours: 144 per year		
Delivery Method: Classroom with lecture and lab		

#### 7. RELATED CORE SUBJECTS OUTLINE

Course Number: MTT10

Course Title: Introduction to Technology & Careers

#### Learning Objectives:

- Collect, organize, and present measurement data in tabular and graphic form.
- Measuring DC voltage, DC current, and resistance
- Comparison of DC and AC circuits
- Identify both process variable and control variable in a manufacturing process
- Identify and understand different process industries, e.g. pharmaceutical, water and wastewater, electronic parts, and oil & refinery.

#### **Contact Hours:** 72

#### Course Number: MTT12

Course Title: Electronic Systems Measurement and Troubleshooting

# Learning Objectives:

- The student will connect and configure a mixed-signal oscilloscope to measure complex analog and digital signals.
- The student will identify and/or describe circuit and equipment elements and specifications that are relevant to performing accurate measurements.
- The student will develop electrical wiring diagrams including electrical control panel layout, power distribution, loop drawings, and PLC I/O diagrams
- The student will learn how to troubleshoot using electrical wiring diagrams includin and PLC I/O diagrams.

# **Contact Hours:** 72

#### Course Number: Math 40A

#### Course Title: Quantitative Reasoning

#### Learning Objectives:

This course is designed for any student, in any major, who is interested in exploring the connections between math concepts and the quantitative skills we use in everyday life. The course focuses on problem solving using mathematical methods and modeling and quantitative investigation strategies.

Contact Hours: 60

#### Course Number: MTT40

Course Title: Analog Circuits and Semiconductor Devices

#### Learning Objectives:

- Identify op-amp circuit configurations and calculate gain and impedances for the circuit
- Identify the terminals and basic internal construction of MOSFETs, and describe the operation of MOSFET switching and amplifier circuits.

**Contact Hours:** 72

#### Course Number: MTT30

Course Title: Electrical Motors and Control Systems

#### Learning Objectives:

- Compare and contrast DC, stepper, and AC motors and their associated control systems
- Configure, operate, and troubleshoot DC, stepper, and AC motor systems
- Configure and troubleshoot VFD

Contact Hours: 72

#### **Total Course Hours: 348**

#### 8. ON-THE-JOB LEARNING OUTLINE

<u>Competency-based Occupation</u>: Check first with the ATR/Apprenticeship Consultant that Competency-based approach is approved for the occupation and the minimum program terms (in years). If approved for use, describe competencies

required for the apprenticeship (left column). The right two columns are for template purposes only. Litmus tests or competencies required by the sponsor before apprentice completion should be included in a separate section along with the appropriate means of testing and/or other evaluation for such competencies. Apprentice is required to have worked under the Program Sponsor as a registered apprentice, in the apprenticeable occupation for a minimum of six (6) months, exclusive of any prior experience granted as per OA Circular 2016-01. Example:

#### **Competency:**

#### A. Safety and Workplace Orientation

- 1. Follow employer-specific safety procedures around power supply, machines, equipment, tools, and manufacturing processes.
- 2. Recognize and minimize potential hazards.
- 3. Adhere to Occupational Safety and Health Administration (OSHA) General Industry safety standards.
- 4. Maintain clean work areas.
- 5. Demonstrate awareness of First Aid, CPR, and bloodborne pathogens.

#### **B. Production Equipment Set-Up**

- 1. Perform mechanical set-up per employer's Standard Operating Procedure, and equipment manufacturer's specifications.
- 2. Read and interpret production orders.
- 3. Plan and identify set-up requirements.
- 4. Use appropriate hand and power tools.
- 5. Select tools and materials.
- 6. Assemble equipment.
- 7. Test and verify set-up.
- 8. Read and understand job specifications.

#### **C. Production Equipment Operation**

- 1. Use appropriate hand and power tools.
- 2. Use technical drawings, formulas and process control sheets efficiently.
- 3. Operate production equipment: startup, run, and shutdown.
- 4. Follow production schedule.
- 5. Monitor and inspect products.
- 6. Monitor and adjust equipment as needed.
- 7. Disassemble equipment and components, if appropriate.

Mentor Initials:

**Completion Date:** 

- 8. Sanitize equipment per employer standards, if applicable.
- 9. Document work; document production process; document adjustments made during production.
- 10. Maintain accurate recording of on-the-job training hours.

#### D. Quality Production and Quality Assurance

- 1. Visually inspect materials, products, parts, and finished goods.
- 2. Perform product quality checks.
- 3. Demonstrate awareness of/identify defects and causes of rework.
- 4. Interpret tolerances using technical drawings and job specifications.
- 5. Adhere to customer-specific quality guidelines.
- 6. Follow employer-specific quality guidelines.
- 7. Use trade-related math to measure and inspect work.
- 8. Select and use various hand and mechanical metrology tools, such as micrometers, calipers, dial and electronic indicators, gauge blocks, optical comparators, Coordinate Measuring Machines (CMM), to assure quality product.
- 9. Identify and report non-compliant stock, material, parts, and finished goods.
- 10. Document all quality tests; understand implications and consequences of documentation.
- 11. Use applicable systems to report results and document work.

#### **E. Routine Equipment Maintenance**

- 1. Inspect equipment and employ basic awareness of maintenance concepts.
- 2. Identify a malfunctioning machine.
- 3. Follow general lubrication guidelines.
- 4. Apply preventative maintenance practices effectively; utilize manufacturer-specific guidelines where appropriate.
- 5. Follow basic troubleshooting guides.
- 6. Assist and communicate with maintenance personnel regarding equipment malfunction(s).
- 7. Demonstrate ability to recognize and/or solve mechanical problem(s).
- 8. Use autonomous maintenance principles.

#### F. Inventory and Material Processes

- 1. Demonstrate awareness of in-plant material flows.
- 2. Identify material management processes.
- 3. Compare inventory flow to roles and responsibilities.
- 4. Learn and apply "lean" manufacturing principles to workplace processes.
- 5. Demonstrate awareness of logistics related to raw material and customer deliveries.

# G. General Business Knowledge

- 1. Describe the importance of plant and departmental goals, e.g., Key Performance Indicators.
- 2. Relate the importance of IMT to employer success and workforce stability.
- 3. Apply basic business terms to manufacturing-related workplace processes and activities.
- 4. Describe the flow of work: "upstream" or downstream."

# H. Continuous Improvement

- 1. Suggest process improvements both business and manufacturing.
- 2. Participate in continuous improvement activity for professional growth.
- 3. Minimize and remove waste environmental, material, processes, and manufacturing.
- 4. Apply root cause analysis to improve manufacturing process.
- 5. Adapt to process changes when introduced.
- 6. Participate in cross-training opportunities.

# **TOTAL NUMBER OF COMPETENCIES: 57**