

**(SAMPLE)**

**STANDARDS OF APPRENTICESHIP**

**DEVELOPED BY**

**(INSERT EMPLOYERS' NAMES OR EMPLOYER  
GROUP NAME OR ASSOCIATION)**

**FOR THE OCCUPATION OF**

**(INSERT OCCUPATION)**

**O\*NET-SOC CODE: \_\_\_\_\_**

**RAPIDS CODE: \_\_\_\_\_**

**APPROVED BY**

**(REGISTRATION AGENCY)**

*These "model" National Guidelines for Apprenticeship Standards are an example of how to develop apprenticeship standards that will comply with Title 29, CFR parts 29 and 30 when tailored to a sponsor's apprenticeship program. These model Standards do not create new legal requirements or change current legal requirements. The legal requirements related to apprenticeship that apply to registered apprenticeship programs are contained in 29 U.S.C. 50 and Title 29, CFR parts 29 and 30. Every effort has been made to ensure that the information in the model Apprenticeship Standards is accurate and up-to-date.*

## TABLE OF CONTENTS

		Page
Foreword .....		iii
Definitions .....		iv
SECTION I	Program Administration.....	1
SECTION II	Equal Opportunity Pledge .....	2
SECTION III	Affirmative Action Plan .....	3
SECTION IV	Qualifications for Apprenticeship.....	3
SECTION V	Selection of Apprentices .....	3
SECTION VI	Apprenticeship Agreement.....	3
SECTION VII	Ratio of Apprentices to Journeyworkers.....	4
SECTION VII	Term of Apprenticeship .....	4
SECTION IX	Probationary Period .....	4
SECTION X	Hours of Work .....	5
SECTION XI	Apprentice Wage Progression.....	5
SECTION XII	Credit for Previous Experience .....	5
SECTION XIII	Work Experience.....	6
SECTION XIV	Related Instruction .....	6
SECTION XV	Safety and Health Training.....	7
SECTION XVI	Supervision of Apprentices .....	7
SECTION XVII	Records and Examinations .....	7
SECTION XVIII	Maintenance of Records .....	8
SECTION XIX	Certificate of Completion of Apprenticeship .....	8
SECTION XX	Notice to Registration Agency.....	9
SECTION XXI	Cancellation and Deregistration .....	9
SECTION XXII	Amendments and Modifications .....	9
SECTION XXIII	Adjusting Differences/Complaint Procedure.....	9
SECTION XXIV	Transfer of an Apprentice and Training Obligation.....	11
SECTION XXV	Responsibilities of the Apprentice .....	11
SECTION XXVI	Technical Assistance .....	12
SECTION XXVII	Signature Page Adopting Apprenticeship Standards .....	13
Appendix A - Sample Work Process Schedule and Related Instruction Outline		
Appendix B - AER Sponsor Manual and Sample Apprenticeship Agreement		
Appendix C - Template Affirmative Action Plan		
Appendix D - Qualifications and Selection Procedures		
Appendix E - Employer Acceptance Agreement		

## **FOREWORD**

These ***[insert employers names or employer group name or association]*** Apprenticeship Standards have as their objective, the training of Plumbers and Heating and Air Conditioning Mechanic and Installer skilled in all phases of the industry. The Sponsor recognizes that in order to accomplish this, there must be well-developed on-the-job learning combined with related instruction.

This recognition has resulted in the development of these Standards of Apprenticeship. They were developed in accordance with the basic standards recommended by the U.S. Department of Labor, Office of Apprenticeship, as a basis from which the Sponsor can work to establish an apprenticeship training program that meets the particular needs of the area.

## **DEFINITIONS**

*(Some of these definitions may not apply to all registered apprenticeship programs – Employers may add or delete definitions depending on their need.)*

**APPRENTICE:** Any individual employed by the employer meeting the qualifications described in the Standards of Apprenticeship who has signed an Apprenticeship Agreement with the local *Sponsor providing* for training and related instruction under these Standards, and who is registered with the Registration Agency.

**APPRENTICE ELECTRONIC REGISTRATION (AER):** Is an electronic tool that allows for instantaneous transmission of apprentice data for more efficient registration of apprentices and provides Program Sponsors with a faster turnaround on their submissions and access to their apprenticeship program data.

**APPRENTICESHIP AGREEMENT:** The written agreement between the apprentice and the Sponsor setting forth the responsibilities and obligations of all parties to the Apprenticeship Agreement with respect to the Apprentice's employment and training under these Standards. Each Apprenticeship Agreement must be registered with the Registration Agency.

**APPRENTICESHIP COMMITTEE (COMMITTEE):** Apprenticeship Committee (Committee) means those persons designated by the sponsor to act as an agent for the sponsor in the administration of the program. A non-joint committee which may also be known as a unilateral or group non- joint (may include workers) committee has employer representatives but does not have a bona fide collective bargaining agent as a participant.

**CERTIFICATE OF COMPLETION OF APPRENTICESHIP:** The Certificate of Completion of Apprenticeship issued by the Registration Agency to those registered apprentices certified and documented as successfully completing the apprentice training requirements outlined in these Standards of Apprenticeship.

**ELECTRONIC MEDIA:** Media that utilize electronics or electromechanical energy for the end user (audience) to access the content; and includes, but is not limited to, electronic storage media, transmission media, the Internet, extranet, lease lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic media and/or interactive distance learning.

**EMPLOYER:** Any contractor utilizing the apprenticeship standards per agreement in Appendix E.

**JOB CORPS CENTERS:** Any of the Federally-funded Job Corps Centers throughout the U.S. and Puerto Rico. Job Corps annually serves approximately 65,000 youth and young adults between 16-24 years of age. Sponsors who wish to hire Job Corps graduates trained in any occupation covered under these Standards, and who meets the minimum qualifications for apprenticeship, may do so via the *Direct Entry* provision described in *Appendix \_ Selection Procedures*.

**JOURNEYWORKER:** A worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required 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, either through formal apprenticeship or through practical on-the-job experience and formal training.)

**O\*NET-SOC CODE:** The Occupational Information Network (O\*NET) codes and titles are based on the new Standard Occupational Classification (SOC) system mandated by the federal Office of Management and Budget for use in collecting statistical information on occupations. The O\*NET classification uses an 8-digit O\*NET-SOC code. Use of the SOC classification as a basis for the O\*NET codes ensures that O\*NET information can be readily linked to labor market information such as occupational employment and wage data at the national, state, and local levels.

**ON-THE-JOB LEARNING (OJL):** Tasks learned on-the-job in which the apprentice must become proficient before a completion certificate is awarded. The learning must be through structured, supervised work experience.

**PHCC EDUCATIONAL FOUNDATION:** The Plumbing-Heating-Cooling Contractors – National Association Educational Foundation.

**PHCC EDUCATIONAL FOUNDATION APPRENTICESHIP COMMITTEE:** The committee established by the PHCC Educational Foundation at the national level that shall administer the national apprenticeship program. It shall provide advice, service and assistance to local apprenticeship committees and employer sponsors.

**PROGRAM SPONSOR:** The company, employer or PHCC affiliate under whose name the local standards of apprenticeship will be registered, and who will have the full responsibility for administration and operation of the apprenticeship program.

**PROVISIONAL REGISTRATION:** Means the 1-year initial provisional approval of newly registered programs that meet the required standards for program registration, after which program approval may be made permanent, continued as provisional, or rescinded following a review by the Registration Agency, as provided for in the criteria describe in §29.3 (g) and (h).

**REGISTERED APPRENTICESHIP PARTNERS INFORMATION DATA SYSTEM (RAPIDS):** The Federal system which provides for the automated collection, retention, updating, retrieval and summarization of information related to apprentices and apprenticeship programs.

**REGISTRATION AGENCY:** Means the U.S. Department of Labor, Office of Apprenticeship or a recognized State Apprenticeship Agency that has responsibility for registering apprenticeship programs and apprentices; providing technical assistance;

conducting reviews for compliance with Title 29, CFR parts 29 and 30 and quality assurance assessments.

**RELATED INSTRUCTION:** An organized and systematic form of instruction designed to provide the apprentice with the knowledge of the theoretical and technical subjects related to the apprentice's occupation. Such instruction may be given in a classroom, through occupational or industrial courses, or by correspondence courses of equivalent value, electronic media, or other forms of self-study approved by the Registration Agency.

**STANDARDS OF APPRENTICESHIP:** This entire document including all appendices and attachments hereto, and any future modifications or additions approved by the Registration Agency.

**SUPERVISOR OF APPRENTICE(S):** An individual designated by the program sponsor to supervise or have charge and direction of an apprentice.

**TIME-BASED OCCUPATION:** The time-based approach measures skill acquisition through the individual apprentice's completion of at least 2,000 hours of on-the-job learning as described in a work process schedule.

**TRANSFER:** A shift of apprenticeship agreement from one program to another or from one employer within a program to another employer within that same program, where there is agreement between the apprentice and the affected apprenticeship committee or program sponsor.

**YOUTHBUILD U.S.A.:** YouthBuild is a youth and community development program that simultaneously addresses core issues facing low-income communities: housing, education, employment, crime prevention, and leadership development. In YouthBuild programs, low-income young people ages 16-24 work toward their GED or high school diploma, learn job skills and serve their communities by building affordable housing, and transform their own lives and roles in society.

## **SECTION I – PROGRAM ADMINISTRATION (SAMPLE)**

### **Structure of Local Apprenticeship Committee**

- A. The (*insert name of local apprenticeship committee*) shall be responsible for the administration and supervision of the standards.
- B. The committee shall consist of no less than five employers. A quorum shall consist of at least three such members.
- C. The committee will select a chairperson and a recording secretary; both of these officers shall have the right of voice and vote on all business that comes before the committee.
- D. The committee may procure advisors or consultants, if such is deemed in the best interests of the training program. Such advisors or consultants shall serve without vote.
- E. The committee shall meet at least once per month throughout the entire year.
- F. The committee shall establish any additional rules as may be necessary to fulfill its responsibility for the administration of the training program.

### **Responsibilities of the Local Apprenticeship and Training Committee**

- A. To implement approved standards of apprenticeship and to register such local standards with the appropriate registration agency.
- B. To screen and select qualified applicants for apprenticeship and to refer such applicants to participating member firms for employment and training.
- C. To place apprentices under a written apprenticeship agreement.
- D. To establish minimum standards of related instruction and on-the-job learning required of apprentices, and to see these are adhered to both on the job and in the classroom.
- E. To approve apprenticeship agreements between the apprentices and employer and to submit these agreements to the appropriate registration agency.
- F. To hear and resolve all complaints or violations of apprenticeship agreements. The employer or the apprentice may consult with the local chapter of PHCC at any time for an interpretation of any provision of the standards over which differences may occur.

- G. To arrange tests for determining the apprentice's progress in manipulative skills and technical knowledge.
- H. To provide for continuous employment of apprentices insofar as possible.
- I. To maintain a record of each apprentice's training progress on the job and in related instruction.
- J. To make an annual report covering the work of the local apprenticeship committee to the local chapter of PHCC.
- K. To visit the place where training classes are held at least once each semester.
- L. To verify progress in skill achievement by periodically observing the apprentices performing actual work, and by reviewing such progress with the employer.
- M. To notify the registration agency when apprentices have satisfactorily completed their apprenticeship and to request the issuance of a Certificate of Completion of Apprenticeship to such apprentices.
- N. To notify the registration agency of all terminations and cancellations of apprenticeship agreements.
- O. To insure that the apprenticeship program at all times remains in compliance with Federal, state and local requirements, as well as those of the registration agency.
- P. To be responsible for the successful operation of the approved standards by performing the duties herein listed.
- Q. The committee may award credit to apprentices for previous experience upon successful completion of the equivalency examination.
- R. Provide apprentices with a copy of the written rules and policies and the apprentice will sign an acknowledgment receipt of same. This procedure will be followed whenever revisions or modifications are made to the rules and policies.

**SECTION II - EQUAL OPPORTUNITY PLEDGE – Title 29 CFR 29.5(b)(21) and 30.3(b)**

The recruitment, selection, employment, and training of apprentices during their apprenticeship, shall be without discrimination because of race, color, religion, national origin, or sex. The Sponsor 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 (CFR), part 30, as amended.

### **SECTION III - AFFIRMATIVE ACTION PLAN – Title 29 CFR 29.5(21) and 30.4**

If the Sponsor employs five or more apprentices, the Sponsor will adopt an Affirmative Action Plan and Selection Procedures as required under Title 29, CFR part 30. It will be attached as Appendix C.

### **SECTION IV- QUALIFICATIONS FOR APPRENTICESHIP – Title 29 CFR 29.5(b)(10)**

Applicants will meet the following minimum qualifications:

#### A. Age

The Sponsor will establish qualifications regarding minimum age limits. Apprentices must not be less than 16 years of age.

#### B. Education

A high school diploma or GED equivalency is required. Applicant must provide an official transcript(s) for high school and post high school education and training. All GED records must be submitted if applicable.

Applicants must submit a DD-214 to verify military training and/or experience if they are a veteran and wish to receive consideration for such training/experience.

#### C. Physical

Applicants will be physically capable of performing the essential functions of the apprenticeship program, with or without a reasonable accommodation, and without posing a direct threat to the health and safety of the individual or others.

### **SECTION V - SELECTION OF APPRENTICES – Title 29 CFR 30.5**

Selection into the apprenticeship program will be in accordance with the selection procedures made a part of these Standards (Appendix D).

### **SECTION VI - APPRENTICESHIP AGREEMENT – Title 29 CFR 29.3(d) and (e) and 29.5(b)(11)**

After an applicant for apprenticeship has been selected, but before employment as an apprentice or enrollment in related instruction, the apprentice will be covered by a written Apprenticeship Agreement (Appendix B) signed by the Sponsor and the apprentice and approved by and registered with the Registration Agency. Such agreement will contain a statement making the terms and conditions of these standards a part of the agreement as though expressly written therein. A copy of each

Apprenticeship Agreement will be furnished to the apprentice, the Sponsor, the Registration Agency, and the employer. An additional copy will be provided to the Veteran's State Approving Agency for those veteran apprentices desiring access to any benefits to which they are entitled.

Prior to signing the Apprenticeship Agreement, each selected applicant will be given an opportunity to read and review these Standards, the Sponsor's written rules and policies and the Apprenticeship Agreement.

The Registration Agency will be advised within forty-five (45) days of the execution of each Apprenticeship Agreement and will be given all the information required for registering the apprentice.

**SECTION VII - RATIO OF APPRENTICES TO JOURNEYWORKERS – Title 29 CFR 29.5(b)(7)**

A numeric ratio of apprentices to journeyworkers consistent with proper supervision, training, safety, and continuity of employment throughout the apprenticeship, the ratio of apprentices to journeyworkers will be one (1) apprentice to one (1) journeyworker. The ratio language must be specific and clearly described as to its application on the job site, workforce, department or plant.

**SECTION VIII - TERM OF APPRENTICESHIP – Title 29 CFR 29.5(b)(2)**

The term of the Plumber and Heating and Air Conditioning Mechanic and Installer will be four years with an (OJL) attainment of 8000 hours supplemented by the required hours of related instruction as stated on the Sample Work Process Schedule and Related Instruction Outline (Appendix A). Full credit will be given for the probationary period.

**SECTION IX - PROBATIONARY PERIOD – Title 29 CFR 29.5(b)(8), (b)(20)**

All applicants selected for apprenticeship will serve a probationary period. The probationary period cannot exceed twenty-five (25) percent of the length of the program, or one-year (1), whichever is shorter.

During the probationary period either the apprentice or the Sponsor may terminate the Apprenticeship Agreement, without stated cause, by notifying the other party in writing. The records for each probationary apprentice will be reviewed prior to the end of the probationary period. Records may consist of periodic reports regarding progression made in both the OJL and related instruction, and any disciplinary action taken during the probationary period.

Any probationary apprentice evaluated as satisfactory after a review of the probationary period will be given full credit for the probationary period and continue in the program.

After the probationary period the Apprenticeship Agreement may be canceled at the request of the apprentice, or may be suspended or canceled by the Sponsor for reasonable cause after documented due notice to the apprentice and a reasonable opportunity for corrective action. In such cases, the Sponsor will provide written notice to the apprentice and to the Registration Agency of the final action taken.

## **SECTION X - HOURS OF WORK**

Apprentices will generally work the same hours as journeyworkers, except that no apprentice will be allowed to work overtime if it interferes with attendance in related instruction classes.

Apprentices who do not complete the required hours of OJL during a given segment will have the term of that segment extended until the required number of hours of training are accrued.

## **SECTION XI - APPRENTICE WAGE PROGRESSION – Title 29 CFR 29.5(b)(5)**

Apprentices will be paid a progressively increasing schedule of wages and fringe benefits during their apprenticeship based on the acquisition of increased skill and competence on-the-job and in related instruction. Before an apprentice is advanced to the next segment of training or to journeyworker status, the Sponsor will evaluate all progress to determine whether advancement has been earned by satisfactory performance in their OJL and in related instruction courses. In determining whether satisfactory progress has been made, the Sponsor will be guided by the work experience and related instruction records and reports.

The progressive wage schedule and fringe benefits will be an increasing percentage of the journeyworker wage rate. The percentages that will be applied to the applicable journeyworker rate are shown on the attached Sample Work Process Schedule and Related Instruction Outline (Appendix A). In no case will the starting wages of apprentices be less than that required by any minimum wage law which may be applicable.

## **SECTION XII - CREDIT FOR PREVIOUS EXPERIENCE – Title 29 CFR 29.5(b)(12) and 30.4(c)(8)**

The Sponsor may grant credit towards the term of apprenticeship to new apprentices who demonstrate previous acquisition of skills or knowledge equivalent to that which would be received under these Standards.

Apprentice applicants seeking credit for previous experience gained outside the supervision of the Sponsor must submit the request at the time of application and furnish such records and affidavits to substantiate the claim. Applicants requesting such credit who are selected into the apprenticeship program will start at the beginning wage rate. The request for credit will be evaluated and a determination made by the Sponsor during the probationary period when actual on-the-job and related instruction performance can be examined. Prior to completion of the probationary period, the amount of credit to be awarded will be determined after review of the apprentice's previous work and training/education record and evaluation of the apprentice's performance and demonstrated skill and knowledge during the probationary period.

An apprentice granted credit will be advanced to the wage rate designated for the period to which such credit accrues. The Registration Agency will be advised of any credit granted and the wage rate to which the apprentice is advanced.

The granting of advanced standing will be uniformly applied to all apprentices.

### **SECTION XIII - WORK EXPERIENCE – Title 29 CFR 29.5(b)(3) and 30.8**

During the apprenticeship the apprentice will receive such OJL and related instruction in all phases of the occupation necessary to develop the skill and proficiency of a skilled journeyworker. The OJL will be under the direction and guidance of the supervisor of the apprentice(s).

### **SECTION XIV - RELATED INSTRUCTION – Title 29 CFR 29.5(b)(4)**

During each segment of training each apprentice is required to participate in coursework related to the job as outlined in Appendix A. For each occupation, the recommended term of apprenticeship will include no less than 144 hours of related instruction for the plumber for each year of the apprenticeship. Apprentices agree to take such courses as the Sponsor deems advisable. The Sponsor will secure the instructional aides and equipment it deems necessary to provide quality instruction. In cities, towns or areas having no vocational school or other schools that can furnish related instruction; the apprentice may be required to take an alternate form of instruction that meets the approval of the Sponsor and the Registration Agency.

Apprentices **will not** be paid for hours spent attending related instruction classes.

If applicable, the Sponsor will inform each apprentice of the availability of college credit.

Any apprentice who is absent from related instruction classes, unless officially excused, will satisfactorily complete all course work missed before being advanced to the next period of training. In cases of failure of an apprentice to fulfill the obligations regarding related instruction (or OJL) without due cause, the Sponsor will take appropriate

disciplinary action and may terminate the Apprenticeship Agreement after due notice to the apprentice and opportunity for corrective action.

To the extent possible, related instruction will be closely correlated with the practical experience and training received on-the-job. The Sponsor will monitor and document the apprentice's progress in related instruction classes.

The Sponsor will secure competent instructors whose knowledge, experience, and ability to teach will be carefully examined and monitored. If applicable, when possible, the Sponsor may require the instructors to attend the annual PHCC Educational Foundation regional instructor workshop or college courses at an accredited institution of higher learning within a reasonable driving distance.

#### **SECTION XV. - SAFETY AND HEALTH TRAINING – Title 29 CFR 29.5(b)(9)**

All apprentices will receive instruction in safe and healthful work practices both on-the-job and in related instruction that are in compliance with the Occupational Safety and Health Standards promulgated by the Secretary of Labor under 29 U.S.C. 651 et seq., as amended, dated December 29, 1970, and subsequent amendments to that law, or State Standards that have been found to be at least as effective as the Federal Standards

Apprentices will be taught that accident prevention is very largely a matter of education, vigilance, and cooperation and that they should strive at all times to conduct themselves in their work to ensure their own safety and that of their fellow workers.

#### **SECTION XVI - SUPERVISION OF APPRENTICES – Title 29 CFR 29.5(b)(14)**

The Sponsor will be responsible for the training of the apprentice on the job. Apprentices will be under the general supervision of the Sponsor and under the direct supervision of the journeyworker to whom they are assigned. The supervisor of apprentice(s) designated by the employer will be responsible for the apprentice's work assignments, and will ensure the apprentice is working under the supervision of a skilled journeyworker, evaluation of work performance, and completion and submittal of progress reports to the Sponsor.

No apprentice will be allowed to work without direct journeyworker supervision.

#### **SECTION XVII - RECORDS AND EXAMINATIONS – Title 29 CFR 29.5(b)(6)**

Each apprentice may be responsible for maintaining a record of his/her work experience/training on-the-job and in related instruction and for having this record verified by his/her supervisor at the end of each week. The apprentice will authorize an effective release of their completed related instruction records from the local school

authorities to the Sponsor. The record cards and all data, written records of progress evaluations, corrective and final actions pertaining to the apprenticeship, will be maintained by and will be the property of the Sponsor. This record will be included in each apprentice's record file maintained by the Sponsor.

Before each period of advancement, or at any other time when conditions warrant, the Sponsor will evaluate the apprentice's record to determine whether he/she has made satisfactory progress. If an apprentice's related instruction or on-the-job progress is found to be unsatisfactory, the Sponsor may determine whether the apprentice will continue in a probationary status, or require the apprentice to repeat a process or series of processes before advancing to the next wage classification. In such cases, the Sponsor will initiate a performance improvement plan with the apprentice.

Should it be found that the apprentice does not have the ability or desire to continue the training to become a journeyworker, the Sponsor will, after the apprentice has been given adequate assistance and opportunity for corrective action, terminate the Apprenticeship Agreement.

#### **SECTION XVIII - MAINTENANCE OF RECORDS – Title 29 CFR 29.5(b)(23) and 30.8**

The Sponsor will maintain for a period of five (5) years from the date of last action, all records relating to apprentice applications (whether selected or not), the employment and training of apprentices, and any other information relevant to the operation of the program. This includes, but is not limited to, records on the recruitment, application and selection of apprentices, and records on the apprentice's job assignments, promotions, demotions, layoffs, terminations, rate of pay, or other forms of compensation, hours of work and training, evaluations, and other relevant data. The records will permit identification of minority and female (minority and non-minority) participants. These records will be made available on request to the Registration Agency.

#### **SECTION XIX. - CERTIFICATE OF COMPLETION OF APPRENTICESHIP – Title 29 CFR 29.5(b)(15)**

Upon satisfactory completion of the requirements of the apprenticeship program as established in these Standards, the Sponsor will so certify in writing to the Registration Agency and request that a Certificate of Completion of Apprenticeship be awarded to the completing apprentice(s). Such requests will be accompanied by the appropriate documentation for both the OJL and the related instruction as may be required by the Registration Agency.

**SECTION XX - NOTICE TO REGISTRATION AGENCY – Title 29 CFR 29.3(2)(d) and (e) and 29.5(b)(19)**

The Registration Agency will be notified within forty-five (45) days of all new apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, modifications, completions, cancellations, and terminations of Apprenticeship Agreements and causes.

**SECTION XXI - CANCELLATION AND DEREGISTRATION – Title 29 CFR 29.5(b)(18) and 29.8(a)(2)**

These Standards will, upon adoption by the Sponsor be submitted to the Registration Agency for approval. Such approval will be acquired before implementation of the program.

**(INSERT NAME OF LOCAL SPONSOR)** reserves the right to discontinue at any time the apprenticeship program set forth herein. The Registration Agency will be notified promptly in writing of any decision to cancel the program.

Deregistration of these Standards may be initiated by the Registration Agency for failure of the Sponsor to abide by the provisions herein. Such deregistration will be in accordance with the Registration Agency's regulations and procedures.

Within fifteen (15) days of cancellation of the apprenticeship program (whether voluntary or involuntary), the *Sponsor* will notify each apprentice of the cancellation and the effect of same. This notification will conform to the requirements of Title 29, CFR part 29.8.

**SECTION XXII - AMENDMENTS OR MODIFICATIONS – Title 29 CFR 29.5(b)(18)**

These Standards may be amended or modified at any time by the Sponsor provided that no amendment or modification adopted will alter any Apprenticeship Agreement in force at the time without the consent of all parties. Such amendment or modification will be submitted to the Registration Agency for approval and registration prior to being placed in effect. A copy of each amendment or modification adopted will be furnished to each apprentice to whom the amendment or modification applies.

**SECTION XXIII. - ADJUSTING DIFFERENCES/COMPLAINT PROCEDURE – Title 29 CFR 29.5(b)(22), 29.7(k) and 30.11**

The Sponsor will have full authority to supervise the enforcement of these Standards. Its decision will be final and binding on the employer, the sponsor, and the apprentice, unless otherwise noted below.

If an applicant or an apprentice believes an issue exists that adversely affects his/her participation in the apprenticeship program or violates the provisions of the Apprenticeship Agreement or Standards, relief may be sought through one or more of the following avenues, based on the nature of the issue:

### **Title 29 CFR 29.7(k)**

The Sponsor will hear and resolve all complaints of violations concerning the Apprenticeship Agreement and the registered Apprenticeship Standards, for which written notification is received within fifteen (15) days of violations. The Sponsor will make such rulings as it deems necessary in each individual case and within thirty (30) days of receiving the written notification. Either party to the Apprenticeship Agreement may consult with the Registration Agency for an interpretation of any provision of these Standards over which differences occur. The name and address of the appropriate authority to receive, process and make disposition of complaints is: **(Sponsors should insert applicable information here)**.

### **Title 29 CFR 30.11**

Any apprentice or applicant for apprenticeship who believes that he/she has been discriminated against on the basis of race, color, religion, national origin, or sex, with regard to apprenticeship or that the equal opportunity standards with respect to his/her selection have not been followed in the operation of an apprenticeship program, may personally or through an authorized representative, file a complaint with the Registration Agency or, at the apprentice or applicant's election, with the private review body established by the Program Sponsor (if applicable).

The complaint will be in writing and will 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 equal opportunity standards.

The complaint must be filed not later than one hundred eighty (180) days from the date of the alleged discrimination or specified failure to follow the equal opportunity standards, and in the case of complaints filed directly with the review body designated by the Program Sponsor to review such complaints, any referral of such complaint by the complainant to the Registration Agency must occur within the time limitation stated above or thirty (30) days from the final decision of such review body, whichever is later. The time may be extended by the Registration Agency for good cause shown.

Complaints of discrimination in the apprenticeship program may be filed and processed under Title 29, CFR part 30, and the procedures as set forth above.

The Sponsor will provide written notice of its complaint procedure to all applicants for apprenticeship and all apprentices.

**SECTION XXIV - TRANSFER OF AN APPRENTICE AND TRAINING OBLIGATION – Title 29 CFR 29.5(13)**

The transfer of an apprentice between apprenticeship programs and within an apprenticeship program must be based on agreement between the apprentice and the affected apprenticeship committee or program sponsors, and must comply with the following requirements:

- i. The transferring apprentice must be provided a transcript of related instruction and on-the-job learning by the committee or program sponsor:
- ii. Transfer must be to the same occupation; and
- iii. A new apprenticeship agreement must be executed when the transfer occurs between the program sponsors.

If the Sponsor is unable to fulfill his/her training obligation due to lack of work or failure to conform to these Standards the Sponsor will make every effort to refer the apprentice with his/her consent to another employer, Registration Agency or One Stop for placement into another registered apprenticeship program. This will provide the apprentice an opportunity for continuous employment and completion of their apprenticeship program. The apprentice must receive credit from the new employer for the training already satisfactorily completed.

**SECTION XXV - RESPONSIBILITIES OF THE APPRENTICE (EXAMPLE ONLY)**

Apprentices, having read these Standards formulated by the Sponsor and signed an Apprenticeship Agreement with the Sponsor agree to all the terms and conditions contained therein and agree to abide by the Sponsor's rules and policies, including any amendments, serve such time, perform such manual training, and study such subjects as the Sponsor may deem necessary to become a skilled plumber, heating and air conditioning mechanic and installer.

In signing the Apprenticeship Agreement, apprentices assume the following responsibilities and obligations under the apprenticeship program:

- A. Perform diligently and faithfully the work of the occupation and other pertinent duties assigned by the Sponsor and the employer in accordance with the provisions of these Standards.
- B. Respect the property of the employer and abide by the working rules and regulations of the employer.
- C. Attend and satisfactorily complete the required hours in the OJL and in related instruction in subjects related to the occupation as provided under these Standards.

- D. Maintain and make available such records of work experience and training received on-the-job and in related instruction as may be required by the Sponsor.
- E. Develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of fellow workers.
- F. Work for the employer to whom the apprentice is assigned for the completion of apprenticeship, unless reassigned to another employer or the Apprenticeship Agreement is terminated by the Sponsor.

### **SECTION XXVI - TECHNICAL ASSISTANCE**

Technical Assistance such as that from the U.S. Department of Labor, Office of Apprenticeship, State Apprenticeship Agencies, and vocational schools—may be requested to advise the Sponsor.

The Sponsor is encouraged to invite representatives from industry, education, business, private and/or public agencies to provide consultation and advice for the successful operation of their training program.

**SECTION XXVII - OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS:**

The **(Insert Employers Names or Employer Group Name or Association)** hereby adopts these Standards of Apprenticeship on this **\_\_\_\_\_** Day of **(Insert Month/Year)**.

\_\_\_\_\_  
Signature of Sponsor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Sponsor

\_\_\_\_\_  
Printed Name

*Sponsor(s) may designate the appropriate person(s) to sign the Standards on their behalf.*