

(SAMPLE)
STANDARDS OF APPRENTICESHIP

developed by

HOME BUILDERS INSTITUTE

**WORKFORCE DEVELOPMENT ARM OF THE
NATIONAL ASSOCIATION OF HOME BUILDERS
APPRENTICESHIP AND TRAINING COMMITTEE**

for the occupation(s) of

	<u>O*NET-SOC CODE</u>	<u>RAPIDS</u>
RESIDENTIAL CARPENTER	47-2031.01	0564HY
RESIDENTIAL ELECTRICAL WIRERS	47-2111.00	1022
BUILDING MAINTENANCE REPAIRER	49-9042.00	0310HY
HEATING, VENTILATION AND AIR CONDITIONING TECHNICIANS	49-9021.01	0637

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.

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FOREWORD

These Home Builders Institute (HBI) Apprenticeship Standards have as their objective, the training of Residential Carpenters, Residential Electrical Wirers, Building Maintenance Repairers, and Heating, Ventilation and Air Conditioning Technicians 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

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 committee may be either joint or non joint as follows:

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 bone 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.

CERTIFICATE OF TRAINING: A Certificate of Training may be issued by the U.S. Department of Labor's, Office of Apprenticeship Administrator to those registered apprentices that the Sponsor has certified in writing to the Registration Agency that the apprentice has successfully met the requirements to receive an interim credential.

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: Means any person or organization employing an apprentice whether or not such person or organization is a party to an Apprenticeship Agreement with the apprentice.

HYBRID OCCUPATION: The hybrid approach measures the individual apprentice's skill acquisition through a combination of specified minimum number of hours of on-the-job-learning and the successful demonstration of competency as described in a work process schedule.

INTERIM CREDENTIAL: Interim Credential means a credential issued by the Registration Agency, upon request of the appropriate sponsor, as certification of competency attainment by an apprentice.

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 meet the minimum qualifications for apprenticeship, may do so via the *Direct Entry* provision described in *Appendix D 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.

PRE-APPRENTICESHIP CERTIFICATE TRAINING (PACT): PACT is a curriculum developed by HBI and used in all of HBI's Workforce Training and Employment programs. The curriculum, based on NAHB standards, is also utilized by the U.S. DOL Office of Youth Services in YouthBuild programs throughout the United States.

PROGRAM SPONSOR: The Sponsor (Name of the NAHB Affiliate) in whose name the Standards of Apprenticeship will be registered, and which 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. *(if applicable)*

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.

SECTION I – PROGRAM ADMINISTRATION (Sample)

Program Sponsors, at their discretion, may establish an Apprenticeship Training Committee (ATC) to carry out the responsibilities and duties required of a Program Sponsor as described in these Standards of Apprenticeship. If an ATC is established by the Program Sponsor, a list of the membership and the areas of expertise they represent must be provided to the Registration Agency. While the Office of Apprenticeship recommends that Program Sponsors utilize the services of an ATC, a sponsor may also elect to administer the program without the services of an ATC.

Explanation:

This section outlines the responsibilities of the sponsor regarding the administration and operation of the program.

Structure of the Apprenticeship and Training Committee (ATC)

- A. Members of the ATC will be selected by the groups they represent.
- B. Membership will be composed of representatives appointed by the Sponsor. A minimum of two members must be journeyworkers in one of the trades covered under this program.
- C. 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 ATC.

Administrative Procedures:

- A. The ATC will elect a Chairperson and a Secretary, and will determine the time and place of regular meetings which will take place twice a year.
- B. The Chairperson and Secretary will have the power to vote on all questions affecting apprenticeship.
- C. The Chairperson and Secretary should rotate among members of the ATC.

Responsibilities of the Apprenticeship and Training Committee:

- A. Cooperate in the selection of apprentices as outlined in this program.
- B. Ensure that apprentices are under written Apprenticeship Agreements and register the local apprenticeship standards and agreements with the appropriate Registration Agency.
- C. Review and recommend apprenticeship activities in accordance with this program.

- D. Establish the minimum standards of education and experience required of apprentices.
- E. Meet at least twice a year to review records and progress of each apprentice in training and recommend improvement or modification in training schedules, schooling and other training activities. Written minutes of the meeting will be kept.
- F. Determine the quality and quantity of experience on the job which apprentices should have and to make every effort toward their obtaining it.
- G. Hear and resolve all complaints of violation of Apprenticeship Agreements.
- H. Arrange tests or evaluations for determining the apprentice's progress in manipulative skills and technical knowledge.
- I. Maintain a record of all apprentices, showing their education, experience, and progress in learning the occupation.
- J. Determine the physical fitness of qualified applicants to perform the work of the occupation that may require a medical examination prior to their employment as apprentices.
- K. Advise apprentices on the need for accident prevention and provide instruction with respect to safety in the workplace.
- L. Certify that apprentices have successfully completed their apprenticeship program.
- M. Notify the appropriate Registration Agency of all new apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, completions and cancellations with explanation of causes and notice of completions of Apprenticeship Agreements.
- N. Supervise all the provisions of the local standards and be responsible, in general, for the successful operation of the standards by performing the duties here listed by cooperating with public and private agencies which can be of assistance by obtaining publicity to develop public support of apprenticeship and by keeping in constant touch with all parties concerned; apprentices, employers and journeyworkers.
- O. 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)

Explanation:

A statement of commitment that the program will be conducted in conformity with all applicable Federal and State EEO/Affirmative Action laws, regulations, rules and adopted plans. The purpose is to ensure that all applicants and apprentices are treated fairly and equitably. This section contains the Equal Employment Opportunity pledge to which the program sponsor agrees to conform.

Required Language:

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 (insert state regulations here, if applicable).

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

Explanation:

A statement of commitment that the program will adopt an Affirmative Action Plan including goals and timetables for the selection of minority males and women (minority and nonminority) in conformity with all applicable Federal and state EEO/Affirmative Action laws, regulations, rules and adopted plans. The purpose is to ensure that those programs who have five or more apprentices will undertake good faith efforts to insure that all applicants are given fair and equitable opportunity to apply into the apprenticeship program.

A sponsor of a program in which fewer than five apprentices are registered shall not be required to adopt an affirmative action plan under Title 29, CFR Part 30.4 or a selection procedure under Title 29, CFR Part 30.5 PROVIDED that such program was not adopted to circumvent the requirements of Title 29, CFR Parts 30.4 and 5. Even though these sponsors are exempt from Parts 30.4 and 30.5, they are not exempt from the requirement that they not discriminate and from the complaint procedure.

Required Language:

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)

Explanation:

The sponsor must establish minimum qualifications for entry into the apprenticeship program. This section will reflect minimum qualifications for reasonable expectation of success in the occupation. Qualifications must be fair, objective and equitably applied. They must be clearly stated and directly related to job performance and may include qualifications related to minimum age, education, physical ability to perform essential functions of the occupation, etc.

Sample Language:

Applicants will meet the following minimum qualifications:

- A. Age
The Sponsor will establish qualifications regarding minimum age limits. *(Applicant must provide evidence of minimum age respecting any applicable State Laws or regulations.)* Apprentices must be at least 18 years of age.

- B. Education
Applicants shall possess sufficient educational knowledge to satisfactorily complete the OJL and related instruction. A high school diploma or GED equivalency is recommended.

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 must show potential ability for the apprenticeship position and the potential and interest for learning trade theory and practices.

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)

Explanation:

This section provides that each apprentice must sign an Apprenticeship Agreement with the Apprenticeship Committee. It is recognized that all parties to the Agreement are entering into a voluntary contractual agreement. The purpose of the Apprenticeship Agreement is to outline the terms and conditions of the program and the responsibilities of all parties to the Agreement. The Apprenticeship Agreement forms can be obtained from the Registration Agency. The program sponsor must register all Apprenticeship Agreements with the Registration Agency. Specifically or by reference, an Apprenticeship Agreement must incorporate the Standards of Apprenticeship. Subsequent modifications or changes to the Standards shall not affect executed Apprenticeship Agreements without the written consent of all parties to the Agreement.

Sample Language:

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)

Explanation:

The program sponsor must establish and state in its Standards of Apprenticeship the numeric ratio of apprentices to journeyworkers. The ratio language must be specific and clear as to application in terms of job site, work force, or department.

The purpose of establishing a ratio is to ensure that adequate journeyworkers are, available to assist in the training of apprentices, adequate supervision is provided on the job, adequate opportunities for apprentices to learn all aspects of the occupation

are available, and to ensure workplace safety and provide for continuity of employment.

Sample Language:

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 1 apprentice to 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)

Explanation:

This section identifies the term of apprenticeship, (number of hours) for the occupation(s) covered by the Standards of Apprenticeship. The term should be expressed in terms of hours, months or years of on-the-job learning and the number of hours of related instruction per year during the term of apprenticeship. Both the on-the-job learning and related instruction should be broken out identifying the length of each period during the term of apprenticeship.

Sample Language:

The term of the occupation will be 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)

Explanation:

This section identifies the length of the probationary period and provides that at the successful completion of the probationary period the apprentice will receive full credit for such time. It also explains that during the probationary period the Apprenticeship Agreement may be canceled by either the sponsor or the apprentice, without the formality of a hearing or stated cause. It is strongly recommended, however, that records be maintained indicating why a probationary apprentice is terminated.

After the probationary period, the Agreement may be canceled at the request of the apprentice, or may be canceled by the sponsor after due notice to the apprentice and an opportunity for corrective action is given.

The probationary period is intended to provide an opportunity for the apprentice to ensure the type of work is to his or her liking, and for the sponsor to determine whether the apprentice has the aptitude for the work. It is critically important for the sponsor to determine during this time whether or not the needs of the apprentice and the industry would be served by the probationary apprentice's continuation in the

apprenticeship program.

Sample Language:

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

Explanation:

This section outlines conditions that protect the welfare of apprentices with regard to hours of work. It further assures apprentices' working hours, particularly with regard to overtime work, do not interfere with their attendance in related instruction classes.

Sample Language:

Apprentices will generally work the same hours as journeymen, 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)

Explanation:

This section outlines the progressive schedule of wages that will be paid to apprentices consistent with the level of skill acquired and satisfactory completion of the on-the-job learning and related technical instruction requirements. The wage progression is generally established in the collective bargaining agreement.

Sample Language:

Apprentices will be paid a progressively increasing schedule of wages 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 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 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)

Explanation:

This section provides for the program sponsor to recognize the previous occupational related experience, education, training and skills that applicants may possess, and to grant such applicants credit toward completion of the apprenticeship program.

The program sponsor needs to establish a time frame and procedure for accepting and evaluating previous experience, education, training and skills. The procedure should provide for the assessment of skill and competence as demonstrated during the probationary period and further provide that any credit awarded will be against the various work processes in the Work Process Schedule. The amount of credit should be determined for each work process in which the apprentice has demonstrated skill and be based on the approximate number of training hours designated for those work processes.

The granting of advanced standing must be uniformly applied to all apprentices. Those granted advanced standing must be paid the wage rate for the period to which the credit advances them.

As with all provisions in apprenticeship programs, the sponsor must insure that credit for previous experience is fairly and equitably applied to all apprentices.

Sample Language:

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, affidavits, and other documentation such as a Pre-Apprenticeship Certificate Training (PACT) completion certificate 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 – INTERIM CREDENTIALING - Title 29 CFR 29.5(16)

Explanation:

The U.S. DOL National Office of Job Corps and the Office of Apprenticeship entered into a Memorandum of Agreement to encourage apprenticeship programs to recognize Job Corps graduates' acquisition of skills related to the skilled trades learned in their training. HBI encourages HBA-sponsored apprenticeship programs to recognize HBI Job Corps program graduates by allowing Direct Entry into their apprenticeship programs, Credit for Previous Experience, or both.

Sample Language:

The Sponsor may recognize a Certificate of Training (Interim Credential), issued by the U.S. DOL Office of Apprenticeship, and grant either Direct Entry or Credit for Previous Experience, or both, to graduates of HBI Job Corps programs. The Certificate of Training must be accompanied by the affixation of a Job Corps graduate's Training Achievement Record that details the level of skill attained while in the Job Corps training program to serve as documentation. The Sponsor will review the Certificate of Training and the attached Training Achievement Record to determine: the applicant's qualifications to enter the apprenticeship program; their skills attainment to determine credit for OSHA and other certifications; prior work and related instruction experience; and, where applicable, advance the graduate to the wage rate commensurate with their training. Appendix D of this document further explains the Interim Credentialing process. Appendix E is a sample Memorandum of Understanding between HBI and a local HBA detailing Interim Credentialing.

SECTION XIV - WORK EXPERIENCE – Title 29 CFR 29.5(b)(3) and 30.8

Explanation:

The Apprenticeship Committee is required to include in its local Standards of Apprenticeship a detailed outline of the on-the-job learning each apprentice will receive, with the approximate number of hours of training for each process in the outline. The work processes need not be taught in the sequence outlined, but should be given in the approximate portions specified, consistent with the work available at any given time. Each apprentice's training and progress must be tracked against the processes identified in the Work Process Schedule. Apprentices should be rotated as appropriate to ensure well-rounded highly skilled journeyworkers at the end of the apprenticeship term. The sponsor must identify what methodology will be used to track progression of on-the-job learning. Sample Work Process Schedules and Related Instruction Outlines for Residential Carpenters, Building Maintenance Repairers, Residential Electric Wires and Heating, Ventilation and Air Conditioning Technicians are included in Appendix A.

Sample Language:

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). Work Process Schedule and Related Instruction Outlines for Residential Carpenters, Building Maintenance Repairers, Residential Electric Wires and Heating, Ventilation and Air Conditioning Technicians are included in Appendix A.

SECTION XV - RELATED INSTRUCTION – Title 29 CFR 29.5(b)(4)

Explanation:

The purpose of related instruction is to teach apprentices applied academics in subject areas that are not adequately or effectively taught on the job, but that are critical to job performance. This section outlines (usually by reference to an Appendix) the subject matter that will be covered in the related instruction portion of the program, and the method by which it will be provided. Such instruction may be given in a classroom, correspondence, or other form of self-study approved by the Registration Agency. The Federal minimum recommended is 144 hours of related technical instruction each year.

Each apprentice's attendance and progress in related instruction must be tracked and appropriate records maintained. The sponsor must identify what methodology will be used to track progression in the related instruction.

To the extent possible, related instruction should be closely correlated with the practical experience and training received on the job.

Sample Language:

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 Residential Carpenter, Building Maintenance Repairer, Residential Electrical Wireman and Heating, Ventilation and Air Conditioning Technician for each year of the apprenticeship. Apprentices agree to take such courses as the Sponsor deems advisable. The Sponsor will secure the instructional aids 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 Registration Agency.

Apprentices may or may not be paid for hours spent attending related instruction classes.

Any apprentice who is absent from related instruction classes, unless officially excused, will satisfactorily complete all coursework 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. NAHB/HBI industry instructor certification is encouraged and provided by the Ohio State University.

SECTION XVI - SAFETY AND HEALTH TRAINING – Title 29 CFR 29.5(b)(9)

Explanation:

This section outlines the sponsors assurances that apprentices will be instructed both on-the-job and in the related technical instruction in safe and healthful work practices, and will receive training in facilities and work sites that are in compliance with applicable Federal standards or State standards found to be at least as effective as Federal standards.

Sample Language:

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 I - SUPERVISION OF APPRENTICES – Title 29 CFR 29.5(b)(14)

Explanation:

This section outlines how the sponsor will ensure that on the job, apprentices will be under the supervision of a competent and qualified journeyworker during the entire term of apprenticeship.

Sample Language:

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 XVIII - RECORDS AND EXAMINATIONS – Title 29 CFR 29.5(b)(6)

Explanation:

This section outlines how the sponsor will periodically review and evaluate apprentices, particularly prior to wage progressions. Evidence that progress is occurring and that advancement to the next wage progression has been earned will be provided through the record of the apprentice's progress on the job and in related instruction.

If progress is not satisfactory the sponsor has the right to withhold an apprentice's wage advancement, suspend or revoke the Apprenticeship Agreement, or take such other action it deems necessary after the apprentice has been given ample opportunity for corrective action.

A record keeping system must be established and maintained by the sponsor for such purposes.

Sample Language:

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 XIX - MAINTENANCE OF RECORDS – Title 29 CFR 29.5(b)(23) and 30.8

Explanation:

This section outlines the record keeping and record retention requirements of the sponsor. Federal minimum requirements must be met regardless of whether the program is registered by the Office of Apprenticeship or a State Apprenticeship Agency. The Federal minimum requires that records be maintained for five years from the date of last action and records be made available upon request to the Registration Agency. A State Apprenticeship Agency may have more stringent requirements that would also have to be met in the Standards of Apprenticeship

Sample Language:

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 XX - CERTIFICATE OF COMPLETION OF APPRENTICESHIP – Title 29 CFR 29.5(b)(15)

Explanation:

The purpose of this section is to recognize the accomplishments of the apprentice for successful completion of the registered program and to provide for a Certificate of Completion of Apprenticeship. The Registration Agency will require documentation of the apprentice's successful completion of both on-the-job learning and related instruction.

Sample Language:

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.

Certificate of Training - A Certificate of Training may be issued by the U.S. Department of Labor's, Office of Apprenticeship Administrator to those registered apprentices that the Sponsor has certified in writing to the Registration Agency that the apprentice has successfully met the requirements to receive an interim credential.

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

Explanation:

This section outlines the responsibility of the sponsor to keep the Registration Agency informed of all actions affecting the status of the apprentice, including registrations, completions, cancellations, suspensions, extensions, or reinstatements.

Sample Language:

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)

Explanation:

This section outlines the sponsor's intent to register the Standards of Apprenticeship and its commitment to notify the Registration Agency of any intent to cancel the Standards. It also outlines the Registration Agency's right to deregister the program for cause after due process.

Sample Language:

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.

The HBI 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 29.7.

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

Explanation:

The sponsor should continually monitor its apprenticeship program for quality, efficiency, compliance with the Standards of Apprenticeship, and the program's effectiveness in meeting industry needs. When such review warrants revision of the Standards, any resulting modifications or amendments must be submitted to the Registration Agency for approval.

This section outlines the program sponsors' intent to notify the Registration Agency of any modification or amendments to the Standards and their responsibilities when Apprenticeship Agreements are altered as a result of the modification and/or amendment.

All modifications/amendments must be approved by the Registration Agency prior to implementation.

Sample Language:

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

Explanation:

The sponsor must establish a procedure for addressing complaints concerning the operation and administration of the apprenticeship program. The procedure notifies apprentices and applicants of their rights to pursue closure of an issue through the appropriate party.

This section is intended to identify the appropriate parties to receive and process complaints from apprentices or applicants. The sponsor must provide each applicant and apprentice with this complaint procedure and the names and addresses of the local, state and Federal contacts for receiving complaints. A program registered with a State Registration Agency may be required to follow a different State mandated complaint procedure.

Sample Language:

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:

Director of Apprenticeship
HBA affiliate address

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

Explanation:

This section explains what the sponsor can do if an apprentice cannot complete the apprenticeship program due to lack of work or if the Sponsor fails to conform to the Apprenticeship Standards.

Sample Language:

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:

- a. The transferring apprentice must be provided a transcript of related instruction and on-the-job learning by the committee or program sponsor;
- b. Transfer must be to the same occupation; and
- c. 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 XXVI - RESPONSIBILITIES OF THE APPRENTICE

Explanation:

This section explains the apprentice's obligations and responsibilities to the Sponsor.

Sample Language:

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 Residential Carpenter, Building Maintenance Repairer, Residential Electrical Wirer or Heating, Ventilation and Air Conditioning Technician.

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 other 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 Home Builders Institute, the Workforce Development Arm of the National Association of Home Builders Board of Trustees hereby adopts these National Guideline Standards of Apprenticeship on this _____ Day of _____, 2011.

Signature of HBI Chair

Printed Name