The purpose of these Rules and Regulations is to guide the eLearning Program established by National Plumbing, Heating, Cooling Contractors Association, Adopted by California Plumbing Heating Cooling Contractors.

These Rules and Regulations amplify and are in addition to the requirements set forth in the current federal Apprenticeship Standards, and are consistent with the pre-existing PHCC National Policies and Procedures.

These Rules and Regulations shall apply to the the students, members who subscribe, such other employers who subscribe, and to all apprentices who become indentured to the PUAC.

A. DEFINITIONS


2. “APPRENTICE”: Any person federally indentured into the eLearning Apprenticeship Program. He or she must be committed to the four-year Online Apprenticeship Training Program and legally register with the US Department of Labor Federal Apprenticeship Program.

3. “ADMINISTRATOR” or “DIRECTOR”: An employee or representative of the PHCC eLearning Federal Apprenticeship Program coordinating the Apprenticeship Program under the supervision of the PHCC PUAC.

B. eLEARNING AND PUAC ORGANIZATION AND RESPONSIBILITIES

1. The Plumbers Unilateral Apprenticeship Committee is composed of a minimum of five (5)-members with three (3) members constituting a quorum. All meetings are teleconference.

2. The PHCC GSA PUAC committee shall establish a sub-committee (Disciplinary Committee) where desired to assist the PHCC PUAC in operating this apprenticeship program throughout the state. The PUAC will have a disciplinary panel composed of at least three (3) members to which Subscribing Employers and Apprentices can address their grievances, and who will consider disciplinary problems with apprentices and subscribing employers. Each sub-committee shall, in all cases, report to and be accountable to the PHCC PUAC.

3. Any person other than PUAC members or advisors who wish to attend PUAC meetings shall have prior approval from the chairperson of the PUAC.

4. The PUAC shall determine the qualifications of each employer before the employer becomes a Subscribing Employer. All new subscribing employers must be approved by the PUAC, who shall take into consideration the recommendations of the Administrator. The PUAC may suspend or withdraw a Subscribing Employer’s approved status to train apprentices when, in its judgment, it determines such actions are not in the best interest of the Apprenticeship Program.
5. The PUAC shall oversee the training of apprentices through Absorb (Learning Management System).

6. The PUAC shall determine the qualifications of apprentice applicants. Each apprentice applicant shall be required to pass an oral interview in order to be considered for the apprenticeship program. The applicant must receive an interview score of 70% or higher. The administrator of the PUAC will sign each DOL Apprentice Agreement along with the US Department Of Labor consultant and file with the US DOL within 30 days.

7. The PUAC will review each apprentice at least once a year by employer evaluation of on-the-job performance. Each apprentice will be advised by mail of the results of their review.

C. EMPLOYER BENEFITS / OBLIGATIONS

1. Subscribing Employers to this Apprenticeship Program should realize the following benefits:
   a. Skilled craftsmen for the future.
   b. An “Apprentice” classification for “Federal” jobs.

2. Subscribing Employers have the following obligations:
   a. To provide supervised on-the-job training in the work processes
   b. To pay apprentices the correct schedule of wages in accordance with the United States Dept. Of Labor Davis-Bacon Act.
   c. To notify the Administrator in writing, if the apprentice is not performing satisfactorily on the job.
   d. To notify the Director within three (3) days when an apprentice is terminated or on an extended leave of absence.
   e. To execute any disciplinary action taken by the PUAC.
   f. To apply its lawful employee company policies to the apprentice, as long as such policies do not conflict with these Rules and Regulations.
   g. To execute an United States DOL Agreement. The Apprenticeship Agreement serves to register each apprentice with the Department Of Labor. After acceptance into the program, the apprentice and the Administrator must sign this document. For the protection of the employers, apprentices, and the PUAC, this Agreement should be signed and returned to the PUAC and its Director immediately.
   h. To execute an Agreement to Train Apprentices through the eLearning program. The Agreement to Train Apprentices serves as a voluntary agreement by the employer to train apprentices in accordance with the federally approved Apprenticeship Standards, and these Rules and Regulations, and to comply with the provisions thereof. The training agreement must be filled out prior to apprentices being dispatched.
i. To be in full compliance with the Standards would include fulfillment of work process requirements. To ensure that each apprentice receive hours in all required fields.

j. To attend Prevailing Wage/Davis-Bacon compliance seminars.

k. To attend mandatory orientation via teleconference, prior to student enrollment.

D. APPRENTICE BENEFITS / OBLIGATIONS

1. An apprentice should realize the following benefits:
   a. An opportunity to learn a skill in the plumbing trade.
   b. Opportunity to complete a 4-year training program that can qualify the apprentice as a journeyman.
   c. Earn wages while in the Apprenticeship Program which increase on a periodic basis, upon successful completion of online and on-the-job-training hours.

2. An apprentice has the following obligations:
   a. To perform all job duties as assigned by the employer/supervisor, exercising his/her utmost skill and care.
   b. To not quit working for a Subscribing Employer without worthy cause as determined by the PUAC. If an apprentice does so, disciplinary procedures will be initiated.
   c. To serve probationary period of 1,000 hours of On The-Job-Training (OJT) hours.
   d. To abide by all the policies and procedures (Rules and Regulations) of this Program and the Federal Apprenticeship standards.
   e. To execute a US Department of Labor agreement. The Apprentice Agreement serves to register each apprentice with the DOL. After acceptance into the Program, the apprentice and the program Administrator must sign this document. The employee is not eligible to work as an apprentice on any federal wage job until this Agreement is fully processed by both the PUAC and initial Subscribing Employer has in their possession an executed copy of this Agreement. For the protection of the employers, apprentices, and the PUAC, this Agreement should be signed and returned to the PUAC immediately.
   f. To keep the Apprentice Time Card. The Time Card allows apprentices to keep a log of their on-the-job training work processes during the entire length of their apprenticeship. The work processes involved in the plumbing trade are to be written on the Apprentice Time Card and copied for their records. Those apprentices having not submitted their time cards will be sent a work process summary report detailing the delinquent time cards and requesting they be submitted. A record of the apprentice’s
progress is kept in the PUAC office. This record will be the master record of all information about the apprentice during the entire length of apprenticeship. A hard copy of the time cards will be kept in the file of the apprentice along with the same information on computer.

g. Time cards are to be emailed or faxed in to the training facility by the 1st day of the month following the completion of each month. Time cards are considered late on the 2nd of the month, and disciplinary action will be initiated if received after the 10th of the month.

h. The time card, wherein each time card represents one (1) month, is to be filled out daily, not at the end of the period.

i. Work hours are to be totaled both vertically and horizontally. A time card not completely or correctly filled out may be returned to the apprentice for correction.

j. Time cards, are to be signed by the apprentice’s immediate supervisor and the apprentice. Any apprentice falsifying the signature of the supervisor or instructor is subject to dismissal from the program and must appear before the disciplinary committee.

k. In order to graduate from the program and receive his/her certification of full journeyman status, the apprentice must have satisfactorily completed all required online instruction, have satisfactorily completed 7,200 hours of on-the-job training.

E. SAFETY

1. Apprentices must follow their employer’s and instructor’s safety requirements and policies, including, but not limited to, attendance at company safety meetings, following safe work practices, and wearing required safety gear.

2. This Policy will result in disciplinary action up to or including dismissal from the Apprenticeship Program.

F. Materials

1. CLASSES, MATERIAL/SUPPLIES

   a. Each apprentice is required to have a textbook. All required books will be purchased by the eLearning administrator and mailed to the student.
G. DISCIPLINARY ACTION

1. Cause for disciplinary action against an apprentice will be taken by the eLearning committee for and including, but not limited to, the following:
   
a. Failure to log in and complete modules for 30 days
   
b. Failure to appear or respond to time sensitive emails regarding your eLearning status
   
c. Unsatisfactory test score(s).
   
d. Failure to keep the eLearning committee informed of any changes of status, including address and telephone number changes.

H. ON-THE-JOB CONDUCT

1. Apprentices are expected to abide by the rules of his/her employer.

2. If an apprentice “quits”, he/she must wait one (1) year before reapplying to the program

3. An apprentice who is considering quitting an employer will contact the eLearning administrator prior to quitting.

4. The eLearning administrator will receive on-the-job evaluations (Apprentice Evaluation) of each apprentice’s performance for each 1,800 hours. Apprentices who are rated less than “Average” will be requested to appear before the PUAC. Two consecutive poor evaluation reports will result in a notice to appear before the PUAC committee. This may result in expulsion from Apprenticeship Program.

5. Apprentices who are dissatisfied with his/her on-the-job training and supervision provided by journeymen, or dissatisfied with the diversity of training provided, or the work assigned, are to contact the PUAC office immediately, without fear of reprisal.

6. Apprentices have the right to refuse to work under unsafe conditions without the threat of reprisal. Apprentices are to contact their employer and/or the PUAC office immediately if unsafe work conditions exist.

I. TIME CARDS (DAS-103)

If the apprentice does not submit his/her time card (DAS-103) by the tenth of the month, the following disciplinary action may occur:

1. After the first occurrence, the apprentice will receive a warning via the monthly progress report.

2. After the second occurrence, the apprentice will receive a notice to appear before the disciplinary committee.
3. After the third occurrence, the apprentice will receive a notice to appear and show cause as to why his apprentice agreement should not be cancelled.

4. If, after receiving a notice to appear and show cause for delinquent time cards, the apprentice is ever delinquent again, disciplinary action will be at the discretion of the eLearning committee, up to but not limited to the cancellation of the apprentice’s apprenticeship agreement.

NOTE: If you have any problems or questions concerning the time cards, please call the training facility at (916) 640-0910.

1. All apprentices must be insurable to operate employer-owned vehicles at time of indenture

2. If at any time during the eLearning program, an apprentice loses his or her insurability, employers will have the right to refuse to hire or to terminate the employment of the apprentice; and the PUAC may also cancel the Apprentice Agreement of subject apprentice.

3. Insurability is defined as the employer’s ability to secure and maintain motor vehicle insurance of company vehicles without the payment of high-risk premiums or insurance cancellation.

PHCC of California
eLearning Apprenticeship Committee

By:  

Kelly Ceballos, Chairman     Date

Any provisions contained in these Apprenticeship Rules and Regulations found to be in conflict with the Federal Apprenticeship Standards shall be null and void. In such cases, all unaffected provisions contained in these Rules and Regulations shall remain intact. Upon satisfactory completion of the program, each new journeyman will receive a State of California, Department of Industrial Relations, and Division of Apprenticeship Standards “Certificate of Completion of Apprenticeship”.

It is very important that an apprentice communicate his or her comments and concerns to the eLearning Administrator or their employer. If an apprentice has any questions or problems concerning this Apprenticeship Program, he or she may call the eLearning administrator at (916) 640-0910, between the hours of 7:00 AM and 4:00 PM, Monday through Friday.
Acknowledgement of
PHCC eLearning Apprenticeship Rules and Regulations

I acknowledge that I have received a copy of the Plumbing-Heating-Cooling Contractors of California eLearning Apprenticeship Committee's Rules and Regulations pertaining to the training of plumbing apprentices and trainees.

I further acknowledge that I, as an employer and/or participating contractor/student, will abide by and enforce the compliance of said Rules and Regulations.

__________________________________________  ________________________
Print Name                        Title

__________________________________________  ________________________
Signature                          Date

_______________________________________________________
Company Name

Initial                          7  Revised CAPHCC Rules and Regulations 1-02-18
Prepared by Kelly Ceballos