



Plumbing, Heating, Cooling Contractors of the Greater Sacramento Area, Inc. Plumbers Unilateral Apprenticeship Committee Rules & Regulations

The purpose of these Rules and Regulations is to guide the Apprenticeship Training Program established by the Apprenticeship Standards of Plumbing, Heating, Cooling Contractor of the Greater Sacramento Area, Inc. Plumbers Unilateral Apprenticeship Committee, (“PHCC-GSA PUAC”).

These Rules and Regulations amplify and are in addition to the requirements set forth in the current Apprenticeship Standards, and are consistent with the Chapter Bylaws.

These Rules and Regulations shall apply to the PHCC-GSA PUAC, the PHCC-GSA, Inc., its employer members who subscribe, such other employers who subscribe, and to all apprentices who become indentured to the PUAC.

A. DEFINITIONS

1. **“PHCC-GSA”**: The Plumbing, Heating, Cooling Contractors of the Greater Sacramento Area, Inc., a not-for-profit profit mutual benefit corporation acting for and in the interest of its participating member employers.
2. **“PUAC”** or **“PLUMBERS UNILATERAL APPRENTICESHIP COMMITTEE”**: The standing committee appointed by PHCC-GSA whose purpose is to establish and operate the organized, planned system of apprenticeship training conducted as a unilateral apprenticeship program.
3. **“PUASC”** or **“PLUMBERS UNILATERAL APPRENTICESHIP SUBCOMMITTEE”**: The committees established in geographical areas by the PHCC GSA PUAC to assist in operating the apprenticeship program of the PUAC-GSA.
4. **“SUBSCRIBING EMPLOYER”**: Any employer who executes a voluntary written agreement to comply with the Apprenticeship Standards, including the obligation to contribute to the PHCC-GSA Training Trust Fund.
5. **“APPRENTICE”**: Any person indentured into the PHCC-GSA Apprenticeship Program. He or she must be committed to the four year Training Program and legally register with the State of California Division of Apprenticeship Standards.
6. **“APPRENTICESHIP PROGRAM”**: A training program for the occupation of plumber established and operated by PHCC-GSA under the Apprenticeship Standards approved by the State of California.
7. **“ADMINISTRATOR”** or **“DIRECTOR”**: An employee or representative of the PHCC-GSA coordinating the Apprenticeship Program under the supervision of the **PHCC GSA PUAC.**

B. PUAC AND PUASC ORGANIZATION AND RESPONSIBILITIES

1. The Plumbers Unilateral Apprenticeship Committee is composed of seven (7) members appointed by the PHCC-GSA. One member shall be designated Chairman by the PHCC-GSA. PUAC members will be reimbursed for any out-of-pocket expenses reasonably and necessarily incurred in connection with the Apprenticeship Program, i.e. mileage to on-the-job training sites, etc.
2. The PUAC shall also extend committee membership to an Apprenticeship Consultant representing the Division of Apprenticeship Standards. The Apprenticeship Consultant shall act without vote. The PUAC shall also have an advisor from its LEA, and such other advisors as the PUAC shall determine are needed. The advisor(s) shall also act without vote.
3. The PHCC GSA PUAC committee shall establish sub-committees where desired to assist the PHCC GSA PUAC in operating this apprenticeship program throughout the state. The PHCC GSA PUAC shall determine the geographical areas to be served by each subcommittee. Each subcommittee shall, in all cases, report to and be accountable to the PHCC GSA PUAC. The purpose of the subcommittee shall consist of three (3) or more members who shall be selected by the PHCC GSA PUAC.
4. Any persons other than PUAC members or advisors who wish to attend PUAC meetings shall have prior approval from the chairperson of the PUAC.
5. The PUAC shall review the training needs of the pipe trades. The PUAC shall develop and deliver programs in relation to pre-determined training needs. Such program may include apprenticeship training, safety, and journeyman upgrade training.
6. The PUAC shall determine the qualifications of each employer before the employer becomes a Subscribing Employer (see attached Addendum A). All new subscribing employers must be approved by the PUAC, who shall take into consideration the recommendations of the Director. 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.
7. The PUAC shall oversee the training of apprentices through sufficient supplemental and related instruction, and on-the-job training.
8. 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 Director of the PUAC will sign each Apprentice Agreement along with the DAS consultant and file it with the Department of Apprenticeship Standards within 30 days of the apprentice's indenture date.
9. The PUAC will review each apprentice at least once a year by employer evaluation of on-the-job performance. This will include Instructor's evaluation of apprentice's classroom training progress and evaluation of the apprentices by the Director. Each apprentice will be advised by mail of the results of their review.

10. The PUAC will have a disciplinary panel composed of at least two (2) members to which Subscribing Employers and Apprentices can address their grievances, and who will consider disciplinary problems with apprentices and subscribing employers.
11. The PUAC shall also evaluate and update the skill level of the classroom instructors at least once during the year and ensure the credentialing requirements of all trainers, as applicable.

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 "public work" jobs.
 - c. Fringe benefits for employees to improve their skills and quality of life.
2. Subscribing Employers have the following obligations:
 - a. To provide supervised on-the-job training in the work processes, and to comply with 1:1 ration set forth in the Apprenticeship Standards.
 - b. To pay apprentices the correct schedule of wages and fringe benefits required by the Apprenticeship Standards.
 - c. To arrange apprentice work schedules so they can attend related and supplemental classroom training.
 - d. To contact the Director for the dispatch of apprentices and to hire approved applicants.
 - e. To cooperate with the Director in the proper dispatching procedure from the out-of-work list.
 - f. To ensure that when an apprentice is dispatched, a fully executed copy of the Apprentice Agreement (DAS-1) has been filed, and that the apprentice is registered with the DAS.
 - g. To notify the Director in writing, if the apprentice is not performing satisfactorily on the job.
 - h. To notify the Director when an apprentice is terminated or on an extended leave of absence.

- i. To remit the training contribution fees required by the Apprenticeship Program to the PHCC-GSA Trust Fund as agreed in the training agreements executed by the Employer. Monthly payments are due on the 17th of the month following the month in which the credited hours of work were performed. Such payment will be delinquent if not received by the 25th of the month. Failure to cure any delinquency within five (5) days of notice by the Trust Fund will place the employer in default of its obligations, subjecting it to the remedies set forth below. An employer's obligation to contribute to the Training Trust Fund will continue until the training agreement is rescinded in writing and filed with the office of the PUAC. Training agreements will also automatically terminate upon completion of any project which the agreement was expressly designated to cover.
- j. Should an employer default in its obligation to contribute to the Training Trust Fund, the PUAC may exercise any one or a combination of the following remedies:
 - (1) Assessment of interest at the highest level rate (not to exceed 19.6% per annum), commencing on the date the contribution was due;
 - (2) Suspension of the employer's right to employ apprentices indentured to the PUAC; or
 - (3) Revocation of the employer's certificate of approval to employ and train apprentices indentured to the PUAC.
- k. To execute any disciplinary action taken by the PUAC, (i.e. apprentice removed from job for failing to attend class, etc.)
- l. To prepare such evaluations of the apprentice's progress as may be required by the Program and to meet with the Director and/or the disciplinary panel of the PUAC to address apprenticeship issues, as required.
- m. To apply its lawful employee company policies to a newly dispatched apprentice, as long as such policies do not conflict with the Apprenticeship Standards or these Rules and Regulations.
- n. To execute an Apprentice Agreement (DAS-1). The Apprenticeship Agreement serves to register each apprentice with the Division of Apprenticeship Standards. After acceptance into the program, the apprentice and the chairperson of the PUAC must sign this document. The employer to whom the apprentice is originally indentured must execute the Apprentice Agreement. An individual is not a registered apprentice until this Agreement is processed and the apprentice is dispatched. The employee is not eligible to work as an apprentice on any prevailing wage job until this Agreement is fully processed and both the PUAC and initial Subscribing Employer have 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 and its Director immediately.

- o. To execute an Agreement to Train Apprentices (DAS-7). The Agreement to Train Apprentices serves as a voluntary agreement by the employer to train apprentices in accordance with the state-approved PUAC Apprenticeship Standards, and these Rules and Regulations, and to comply with the provisions thereof. The DAS-7 form must be filled out prior to apprentices being dispatched.
- p. 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, the employer must allow for rotation and if necessary mobility between employers.

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 related supplemental instruction and on-the-job-training hours.
- 2. An apprentice has the following obligations:
 - a. To satisfactorily attend and complete a minimum of 200 hours per year of related classroom instruction as required by the Apprenticeship Standards.
 - b. To make up any missed class time or material at the discretion of the PUAC.
 - c. To perform all job duties as assigned by the employer/supervisor, exercising his/her utmost skill and care.
 - d. To not quit working for a Subscribing Employer without good cause as determined by the PUAC. If an apprentice does so, disciplinary procedures will be initiated.
 - e. To serve probationary period of 1,000 hours of employment as well as 72 hours of related and supplemental instruction, both of which must be met.
 - f. To abide by all the policies and procedures (Rules and Regulations) of this Program and the Apprenticeship standards.
 - g. To meet with the Director to address apprenticeship issues, as required.

- h. To execute an Apprentice Agreement (DAS-1). The Apprentice Agreement serves to register each apprentice with the Division of Apprenticeship Standards. After acceptance into the Program, the apprentice and the chairperson of the PUAC must sign this document. An individual is not a registered apprentice until the Agreement is processed and the apprentice is dispatched. The employee is not eligible to work as an apprentice on any prevailing 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.
- i. To keep the Apprentice Record Time Card (DAS 103). The Record Time Card allows apprentices to keep a log of their on-the-job training work processes and related class instruction during the entire length of their apprenticeship. The work processes involved in the plumbing trade are to be written on the Apprentice Record Time Card (DAS 103) 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.
- j. Time cards (DAS Form-103) are to be turned in or mailed to the training facility by the **10th day of the month** following the completion of each month.
- k. The time card (DAS Form-103), wherein each time card represents one (1) month, is to be filled out daily, not at the end of the period.
- l. Work hours are to be totaled both vertically and horizontally. **A time card (DAS Form-103) not completely or correctly filled out may be returned to the apprentice, resulting in the delay of an upgrade.**
- m. Related or supplemental classroom hours must be filled in on the time card (DAS Form-103) in the section so provided.
- n. Time cards, (DAS Form-103) are to be signed by the apprentice's immediate supervisor and the apprentice. Any apprentice falsifying the signature of the supervisor or instructor shall be suspended from work for two (2) weeks and/or subject to dismissal from the program.
- o. To evaluate the instructor at least once during the year. The evaluations will be presented to the PUAC. The results will be compiled and discussed with the PUAC.

- p. In order to graduate from the program and receive his/her certification of full journeyman status, the apprentice must have satisfactorily completed all required supplemental classroom instruction (at least 800 hours total), have satisfactorily completed 7,200 hours of on-the-job training, have satisfactorily passed any city and/or county licensing required in the jurisdiction where work is being performed, and have been certified by the PUAC as being fully qualified to perform work as a journeyman.

E. DISPATCH PROCEDURE FOR OUT-OF-WORK APPRENTICES

1. All apprentices, who are laid-off from their current job, will contact the PUAC office within three (3) business days to be placed on the “out-of-work” list. An apprentice cannot report if he/she has not been laid off. If an apprentice reports being out-of-work while currently working for a Subscribing Employer, disciplinary procedures will be initiated and the apprentice will be removed from the out-of-work list. When work is available, the PUAC office will contact the apprentice according to the first name on the list. Apprentices will be dispatched in order. A Subscribing Employer cannot request apprentices out-of-order, nor can apprentices take jobs out-of-order.
2. The apprentice may choose not to accept a position when contacted. An apprentice will be given three (3) chances to accept a dispatch request. If an apprentice refuses the third request, his/her name will be removed from the top of the dispatch list and will be placed at the bottom.
3. If an apprentice is sent to a “short call” position (a position lasting only five (5) working days or less), then that apprentice will not lose his/her place on the “Out-of-Work” log.
4. A Subscribing Employer may reject a dispatch for any lawful reason.

F. DISPATCH PROCEDURE FOR APPRENTICE APPLICANTS (UNINDENTURED)

1. If the apprentice applicant does not accept, is not available, or refuses the position when called or dispatched, his or her name will be removed from the list.
2. If an apprentice applicant is sent out for interviews three (3) times and not hired, their name will be removed from the list.

G. CHALLENGE TESTING

Proposed Guidelines for First-Year Challenge Examination

1. Apprentice must **have passed the written and oral examinations for entrance** into the PHCC-GSA Apprenticeship Program prior to taking the challenge examination.
2. Apprentice must **show proof of minimum of 2000 hours of plumbing experience**, verifiable by letter from present and/or past employers prior to taking the challenge examination.
3. Apprentice **will not** be given study materials prior to the examination.

4. Examination will be administered by PHCC staff or designated personnel only.
5. Apprentice will be given **three (3) hours** to complete the examination.
6. Apprentice must score **80% or better** in order to pass the examination.
7. Apprentice will only be allowed to take the Challenge Examination **one** time.
8. Apprentice will not be allowed to enroll in the second year class until the examination has been passed.
9. Upon passing the examination, the apprentice will receive credit equal to 1800 on-the-job and 200 classroom hours of training.
10. The PHCC GSA PUAC must approve any deviation to the above.

H. SAFETY

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

I. PUAC POLICY

1. Drug & Alcohol Policy. Apprentices are strictly prohibited from being under the influence or in possession of alcohol or any illegal or unauthorized drug or substance, whether on their person or in their vehicles, in any of the classrooms, workshops, apprentice housing or parking areas used by the Apprenticeship Program, while in work status or engaged in classroom instruction. An illegal or unauthorized drug or substance includes look-alike, synthetic drugs, and alcohol. Violations of this Policy will result in disciplinary action up to or including dismissal from the Apprenticeship Program.
2. Weapon and Firearms Policy. Apprentices are not allowed to have in their possession any type of weapon, firearm, or ammunition, whether on their person or in their vehicle, in any of the classrooms, workshops, apprentice housing or parking areas used by the Apprenticeship Program. Violations of this Policy will result in disciplinary action up to or including dismissal from the Apprenticeship Program.

J. REQUIRED RELATED AND/OR SUPPLEMENTAL INSTRUCTION.

1. ATTENDANCE (General)
 - a. All apprentices shall attend all related instruction classes, including field trips, class projects, and/or other projects as required by the instructor and/or PUAC. Projects will be graded on the same basis as regular work and will be accredited towards satisfying required classroom hours.

- b. All apprentices shall attend related instruction classes following their date of indenture, upon receipt of a letter from the PUAC.

2. CLASSES, MATERIAL/SUPPLIES

- a. Each apprentice may be required to purchase text, reference, and workbooks, or other items as requested by the instructor. All required books and equipment will be purchased before the start of class.
- b. Each apprentice must be present in class with: notebook, pencil, pen, calculator, and such reference material as the instructor deems necessary.

3. GRADING OF RELATED AND/OR SUPPLEMENTAL INSTRUCTION

- a. All class work, field trips, projects, final examinations, and other scheduled activities will be graded; and a score of "C" or 70% or above must be achieved to be considered as making normal progress.
- b. Grades and passing scores shall be as follows:

100	to	90	A
89	to	80	B
79	to	70	C

Any grade less than seventy (70) is failure.

- c. No grades will be given if one (1) or more classes or semesters are missed.
- d. Class attendance shall be considered a factor for the overall semester grade.

4. EXAMS

- a. Apprentices must complete all books and pass the examination given for each book with a score of at least seventy percent (70%). The apprentice must wait at least one (1) month before being eligible to retake the test.
- b. If any apprentice fails to pass an examination after three (3) attempts, the PUAC may recommend that his/her apprenticeship be canceled.
- c. Any apprentice who does not achieve a minimum **semester** grade of "C" shall be required to appear before the PUAC at its next meeting.
- d. When an apprentice is requested to appear before the PUAC because of poor grades, the instructor may also be requested to attend.

- e. Any apprentice not maintaining a grade of “C” or better for two (2) consecutive **classes or semesters** in one school year, shall be subject to suspension or removal from the program.
- f. The final examination must be taken, or the apprentice will fail for the semester.
- g. Any deviation from the above policy will require special committee action or re-evaluation of the apprentice’s standing.

K. ATTENDANCE (SPECIFIC)

1. ABSENCES & TARDIES

- a. All absences in a school year shall be made up, whether excused or unexcused. Make-up classes may be made up at the discretion of the PUAC. Any make-up classes that are not made up in that semester will be made up at the end of the apprenticeship.
- b. Apprentices shall not be tardy for class. Three (3) tardies shall be considered a full absence from class.
- c. Excused absences are limited to sickness or death in the family. **A written letter** from the apprentice must be submitted to the PUAC and the PUAC shall determine whether or not an absence is excusable.
- d. The apprentice, if sick, must submit a doctor’s excuse. If a doctor’s excuse is not received, the absence will be considered unexcused, unless the PUAC office receives a letter from the apprentice’s employer stating the apprentice also did not work the day of or the day after the class was missed.
- e. If the apprentice misses class, the apprentice must contact the training facility via phone in addition to a written letter and explain why class was missed and will be placed on the school absences log for the PUAC to determine whether or not an absence is excusable. If the PUAC determines the absence to be inexcusable, disciplinary action will be initiated.
- f. If unable to attend class, as a courtesy to the PUAC, the apprentice is required to notify the training facility at (916) 640-0910 **prior to the class to be missed** – and state the reason for the absence. This notice is to be given **personally**, by telephone and in writing. **The apprentice is not to rely on someone else to do this for him/her.**

Compliance with this provision alone will not excuse an absence.
- g. All tardies and absences shall be counted during the school semester in which they occur, and will not carry over from one period to the next.
- h. A “tardy” is defined as not being in the proper class within fifteen (15) minutes of the designated start time.

- i. A tardy will become an absence if the apprentice is not in class after break. Any apprentice, who fails to return from break or decides to leave class on his/her own, at any time during class, will be marked absent from the entire class period. A letter explaining why you had to leave class early will be reviewed by the PUAC for consideration.

K. ATTENDANCE (SPECIFIC)

2. ABSENCES & TARDIES

- a. All absences in a school year shall be made up, whether excused or unexcused. Make-up classes may be made up at the discretion of the PUAC. All absences require a written letter submitted by the apprentice explaining absence within 10 working days from the date of absence. Failure to submit will initiate disciplinary action.
- b. Apprentices shall not be tardy for class. Three (3) tardies shall be considered a full absence from class.
- c. Excused absences are limited to sickness or death in the family. The apprentice, if sick, must submit a doctor's excuse. If a doctor's excuse is not received **within 10 working days**, the absence will be considered unexcused. Written documentation of a death in the family must be provided within 30 days. If unable to attend class, as a courtesy to the PUAC, the apprentice is required to notify the training facility at (916) 640-0910 **prior to the class to be missed** – and state the reason for the absence. **This is to be followed up with a written letter stating reason for absence within 10 working days.**

Compliance with this provision alone will not excuse an absence or responsibility to make up class.
- d. All tardies and absences shall be counted during the school semester in which they occur, and will not carry over from one period to the next.
- e. A "tardy" is defined as not being in the proper class within fifteen (15) minutes of the designated start time.
- f. A tardy will become an absence if the apprentice is not in class after break. Any apprentice, who fails to return from break or decides to leave class on his/her own, at any time during class, will be marked absent from the entire class period.

3. MAKING UP CLASSES MISSED

- a. It is the responsibility of the apprentice to make up all sessions and work missed due to absenteeism, to the satisfaction of the PUAC.
- b. The PUAC will require an apprentice to make up classes and tests.

L. LEAVE OF ABSENCE

1. MEDICAL

Apprentice (s) desiring a medical leave of absence shall coordinate with their employer to inform the training facility prior to the leave, and shall substantiate the leave with a physician's verification, which must be approved by the PUAC.

2. PERSONAL

a. Apprentice(s) desiring a personal leave of absence may request same prior to the leave. Personal leave shall be limited to one (1) personal leave during the apprenticeship, for a period of not longer than two (2) semesters.

The apprentice must start school at the beginning of a semester or as agreed to with the PUAC.

b. No leave of absence will be approved for newly indentured apprentices for vacations unless the apprentice submits evidence that the vacation was scheduled prior to the announcement of the class schedule.

NOTE: Any leave of absence will extend the apprenticeship accordingly.

M. DISCIPLINARY ACTION

1. Cause for disciplinary action against an apprentice will be taken by the PUAC for and including, but not limited to, the following:
 - a. Involvement in any disturbance in class.
 - b. Failure to register for and attend any and all required related and/or supplemental instruction classes.
 - c. Failure to appear or respond when cited.
 - d. Unsatisfactory Apprentice Evaluation Report.
 - e. Unsatisfactory instructor's reports.
 - f. Unsatisfactory attendance report.
 - g. Unsatisfactory test score(s).
 - h. Late, nonexistent or incomplete time cards (DAS-103).
 - i. Failure to be upgraded to two (2) consecutive periods **except OJT hours or a leave of absence.**

- j. Failure to purchase or provide required related instructional materials.
 - k. Failure to keep the PUAC informed of any changes of status, including address and telephone number changes.
2. Disciplinary actions, which can and shall be taken are:

- a. Citation to appear before PUAC.
- b. Withholding of upgrade, which would cause delay in rate increase.
- c. Extension of apprenticeship agreement.
- d. Cancellation of apprenticeship agreement.

Procedure for disciplinary action for excessive tardiness (15 minutes after the start of class) and absences:

- e. **Three (3) Tardies:** upon the third tardy, the apprentice will be required to attend a disciplinary hearing before the PUAC and make up (8) class hours.
- f. **Four (4) Tardies:** for every tardy after four (4), may be grounds for removal from the program.
- g. **One (1) Absence:** Upon being absent one day the apprentice will receive a notice to appear for a disciplinary hearing. **Class will need to be made up at the next available scheduled class.**
- h. **Two (2) Absences:** Upon being absent two days the apprentice will receive a notice to appear for a disciplinary hearing, **classes will need to be made up at the next available scheduled classes, and apprenticeship agreement may be cancelled.**
- i. **Three (3) Absences:** Upon being absent three days the apprentice will receive a notice to appear for a disciplinary hearing, **the apprentice will be required to retake the specified track, apprenticeship agreement may be cancelled, and upgrades withheld.**

3. Procedure for Disciplinary Action (except as previously stated).

- a. Cite the apprentice before the PUAC for consultation and determination.
- b. If the apprentice fails to appear, a second citation to “show cause” will be issued for the next PUAC meeting.
- c. If the apprentice fails to appear for “show cause” hearing, a “Notice of Cancellation with Right of Appeal” will be issued.

- d. If the apprentice fails to appeal the cancellation notice within thirty (30) days, no further consideration will be given and the apprentice agreement will be cancelled. If an apprentice appeals to the PUAC, the apprentice shall be called before the PUAC for consideration. If the PUAC finds no grounds for reinstatement, the apprentice may then appeal the cancellation to the California State Division of Apprenticeship Standards as outlined in Section 201 of the California Code of Regulations, California Apprenticeship Council.

NOTE: An apprentice may file a request for an appeal to the PUAC regarding any determination by the PUAC, in writing for same, within thirty (30) days of the receipt of a notice of determination of PUAC action.

N. CONDUCT IN CLASS

Apprentices shall at all times conduct themselves in a professional manner while in class, on PHCC GSA PUAC property (including dormitory housing), or representing their employer and PHCC GSA Training Facility at any event or training field trip off site. Any apprentice causing a disruption will be dismissed from the class and may only be readmitted with the consent of the instructor. Any classes missed will be counted as absences. The instructor will submit the reason, in writing to the Director. The instructor and apprentice will appear at the next meeting so the PUAC can review the circumstances surrounding the reason for dismissal from class and take the appropriate action.

O. ON-THE-JOB CONDUCT

1. Apprentices are expected to abide by the rules of his/her employer.
2. An apprentice who “quits” or is “fired” from an employer will be required to appear before the PUAC to determine future employability and show cause as to why his or her Apprentice Agreement should not be canceled.
3. If an apprentice “quits”, he/she must wait one (1) year before reapplying.
4. An apprentice who is considered quitting an employer will contact the PUAC office prior to quitting to be scheduled before the PUAC. The PUAC may consider cause for cancellation if the training facility is not contacted.
5. The PUAC 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.
6. 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.**

7. 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.

P. TIME CARDS (DAS-103)

If the apprentice does not submit his 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 PUAC.**
3. **After the third occurrence, the apprentice will receive a notice to appear and show cause as to why his apprenticeship 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 PUAC, 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.

Q. DISCRIMINATION AND/OR SEXUAL HARASSMENT

Discrimination in any form **will not be tolerated** by anyone involved in or with this program. All people are to be treated equally, fairly, and with respect. Sexual harassment is a form of discrimination. Sexual harassment is partially defined as unwanted or unsolicited sexual advances or other verbal, visual, or physical harassment or conduct of a sexual nature. Any apprentice who is directly or indirectly involved with any form of discrimination will be subject to disciplinary action including dismissal from the program. Anyone else directly or indirectly involved with the apprenticeship program that is involved in any form of discrimination will be dealt with as provided by law. Be advised that you may be held personally accountable under the law.

A sexual harassment class will be provided by the PUAC, at which attendance will be mandatory.

R. FIRST AID AND CPR

Apprentices are required to become certified in First Aid and CPR within the first year of indenturing. Arrangements for these obligations are made by the PUAC. Apprentices who fail to attend or pass the First Aid/CPR classes provided by the PUAC will be required to obtain certification on their own, at their own expense, within thirty (30) days following the missed or failed class.

S. VEHICLE INSURABILITY

1. All apprentices must be insurable to operate employer-owned vehicles at time of indenture.
2. If at any time during the training 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.

T. WORK ASSIGNMENTS

1. Apprentice shall be assigned only to employers approved for training by the PUAC.
2. Employers will have discretion in deciding whether to use apprentices on private or public works projects in accordance with Section 1777.5 of the California Labor Code.
3. No apprentice shall be allowed to transfer from one employer to another without the consent of the PUAC. The apprentice must contact the PUAC and obtain approval before quitting an employer. Conversely, the PUAC may rotate the apprentice from employer to employer at any time.
4. Any apprentice that quits an employer without the approval of the PUAC shall be called before the PUAC to explain why he or she should not be removed from the program.
5. Work referrals may come out of the PUAC office as a result of a request from a contractor for an apprentice. Unemployed apprentices may seek work from other PHCC-GSA approved employers; **however, they must contact the PUAC office and be added to the out-of-work list.** An apprentice's attitude and capability will be reviewed, along with his or her monthly grades and apprentice evaluation reports. An apprentice's success or failure in the program is the responsibility of the apprentice.

U. DISABILITIES AND WORKERS' COMPENSATION

Any apprentice who becomes aware of a condition, which would prevent him or her from performing the duties necessary to continue training, shall notify his or her employer and the PUAC immediately in writing. Failure to do so may result in removal from the program. Any apprentice who is on worker's compensation must contact the training facility. Failure to do so will result in being called before the PUAC. An apprentice may not attend school while covered under disability or worker's compensation.

V. WORK RULES

Apprentices in the first, second, third, fourth, fifth and sixth periods must work under the supervision of a journeyman. Apprentices shall be allowed to work alone under the supervision of a journeyman on light commercial and residential work after they enter the seventh period. The ratio of apprentices on light commercial and residential work **shall not exceed one apprentice for one journeyman.**

W. "OUT OF WORK" RULES

1. Any apprentice that becomes unemployed shall contact the training facility at (916) 640-0910.
2. Apprentices must continue class.
3. Unemployed apprentices will be placed on the out-of-work list for referral to employers seeking apprentices. Apprentices will be hired from this list in the proper order.
4. If the Apprentice is employed by a contractor not participating in the apprenticeship program, the apprentice will not be readmitted to class unless arrangements are made with the PUAC.

PHCC-GSA PLUMBERS UNILATERAL
APPRENTICESHIP COMMITTEE

By: _____
George Salet, Chairman

Any provisions contained in these Apprenticeship Rules and Regulations found to be in conflict with the Apprenticeship Standards or the laws of the State of California or the United States 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 PUAC. If an apprentice has any questions or problems concerning this Apprenticeship Program, he or she may call the training facility at (916) 640-0910, between the hours of 7:00 AM and 4:00 PM, Monday through Friday.

Acknowledgement of PHCC GSA PUAC Rules and Regulations

I acknowledge that I have received a copy of the Rules and Regulations pertaining to the training of plumbing apprentices and trainees. I further acknowledge that I, as an employer and participating PHCC-GSA contractor, will abide by and enforce the compliance of said Rules and Regulations.

Print Name

Title

Signature

Date

Company Name

Initial