

STANDARDS OF APPRENTICESHIP FOR Texas Tech University - Physical Plant Department

1. Definitions.

“Employer/Sponsor” shall mean the Physical Plant of Texas Tech University.

“Apprentice” shall mean a person who has signed an apprenticeship agreement with intent to learn a trade as outlined in these standards.

“Apprenticeship Committee” shall mean a twelve-member group that provides general direction for the apprenticeship training program.

“Agreement” shall mean the apprenticeship agreement between the apprentice, employer and registration agency.

“Registration Agency” shall mean the Office of Apprenticeship Training (OAT), United States Department of Labor.

“Program Administrator” shall mean the Manager for Physical Plant Planning and Training.

“Apprenticeship Coordinator” shall mean the Training Specialist for Physical Plant Planning and Training.

2. Qualification for Apprenticeship.

- a. Applicants must meet the following requirements before being considered for admittance into the program.
 - (1) Not less than eighteen (18) years of age. (Exception: applying as a high school worker and not less than sixteen (16) years of age.)
 - (2) Physically fit for work in the applied trade.
 - (3) A high school graduate or equivalent in training and experience.
(Exception: High school candidates must be classified as a junior or senior.)
 - (4) Be a fulltime employee of the department and have completed six (6) months of employment. Employee’s job performance must be rated at an overall “3 - meets expectations” or above in accordance with the Texas Tech University Performance Rating System. (Exception: not applicable to high school students who enter at the beginning of their school year.)

- b. Exceptions to the above requirements will be considered on an individual basis for employees employed before formal acceptance of this plan.

3. Term of Apprenticeship.

The length of the apprenticeship program will be as follows:

<u>Trade Specialty Maximum Apprenticeship Term</u>	<u>Years</u>
Automotive Mechanic.....	3
Building Maintenance Mechanic	3
Cabinetmaker	3
Carpenter	3
Electrician	3
Electronics Technician.....	3
HVAC Mechanic	3
Machinist.....	3
Millwright	3
Painter	3
Pipe Insulator	3
Plumber	3
Steamfitter	3
System Maintenance Control Technician	3
Utility Plant Operator – Heating and Cooling Plant	3
Water Treatment Plant Operator	3
Work Order Control Specialist	3

Each year shall consist of approximately 2,000 hours of work experience and approximately 144 hours will be related to classroom or correspondence study.

Should an apprentice fail to show proficiency required to be recommended for a Certificate of Apprenticeship at the end of the 3-year term, their term of apprenticeship may be increased by maximum of one (1) year to allow for additional time to meet program completion requirements.

4. Selection of Apprentices.

Physical Plant supervisors will recruit and recommend apprentice selection from Physical Plant employees. Candidates will be evaluated and approved by the Apprenticeship Committee. The recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, disability, religion, national origin, age, or sex. The sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required in Title 29 of the Code of Federal Regulations, Part 30.

Recruitment, selection, and promotion of apprentices shall be according to Texas Tech University's "Affirmative Action Plan."

5. Ratio of Apprentices to Journeymen.

The ratio of apprentices to journeymen shall not exceed one (1) apprentice to one (1) journeyman. Exception: The Stationary Engineer (Utility Plant Operator) program shall not exceed two (2) apprentices to one (1) journeyman.

6. Apprentice Probationary Period.

Apprentice probationary period will be 1,000 on-the-job training (OJT) hours from date apprentice signs their apprenticeship agreement. During the probationary period either party may cancel the apprenticeship agreement without stated cause.

7. Apprentice Starting Date.

An apprentice shall begin their term of apprenticeship after the following steps have been completed.

- a. Committee reviews apprentice application (plus supporting documents) and prepares an offer.
- b. Apprenticeship Coordinator extends apprenticeship offer in a personal interview with the applicant. After the interview, applicant either accepts or declines the offer.
- c. Apprentice and their employer sign apprenticeship agreement.

Each apprentice is subject to pay increases and promotions on the apprentice level as they progress in the training program plus statutory, wage scale, and other general increases. Exception: Employees who enter as "saved pay" apprentices will not be entitled to apprentice pay increases as their current salary is higher than minimum for the apprentice pay scale. They will be entitled to statutory, wage scale, and other general increases.

8. Apprenticeship agreement.

Each apprentice and their employer shall sign an apprenticeship agreement that outlines the terms and conditions of employment and training. The agreement is sent to the Office of Apprenticeship Training (OAT) for registration. A copy of the approved OAT agreement is sent to the apprentice, the employer (Human Resource Section), and the Program Administrator.

The Sponsor has the authority to terminate the Apprenticeship agreement at any point during the apprenticeship with cause.

9. Credit for Previous Training and Experience, Accelerated Advancement, and Early Graduation.

- a. **Credit for Previous Training and Experience** may be awarded to applicants entering the apprenticeship program based on previous training and experience relating to their respective trade and would result in advanced standing in the apprenticeship program. Such placement will be determined from an entry examination completed by the applicant and evaluations done by the applicant, applicant's supervisor, and a technical representative familiar with the applicant's experience. The Apprenticeship Committee will review the results of the entry examination and evaluations for final credit decision. *Important Note: Since it is unlikely OJT hours will be waived for apprentices after the apprenticeship agreement has been executed, it is important that apprentices be given a fair and accurate appraisal of previous experience by all parties involved in the process prior to execution of the apprenticeship agreement.* An apprentice granted advanced standing shall be paid at least the wage rate of the level in which he/she is placed. (Exception: High school apprentices granted credit for previous experience in the Physical Plant Student Learner Program will enter the program at minimum wage as outlined in the TTU Classified Personnel Pay Plan.)
- b. **Accelerated Advancement** (not applicable to apprentices entered into the program in a saved-pay status) will only be considered for apprentices who exhibit extraordinary skill and knowledge, which is commensurate to the next level of progression within their respective trade. Due to the importance of completing OJT hours established in the apprenticeship agreement, hours will not be waived for accelerated advancement but the apprentice may be eligible for a pay raise to the next level. The request for accelerated advancement must be thoroughly justified and submitted in writing from the respective apprentice's supervisor and approved through the individual's supervisory chain to include the Director for Physical Plant prior to being submitted to the Apprenticeship Committee for final approval/disapproval. An apprentice is only eligible for one (1) accelerated advancement during his/her term of apprenticeship and accelerated advancement is not authorized after an employee has completed 5,000 or more OJT hours.

- c. **Early Graduation** may be possible for apprentices who exhibit extraordinary skill and knowledge, which is commensurate to an entry-level journeyman in the apprentice's respective trade. The request for early graduation must be justified and submitted in writing from the respective apprentice's supervisor and approved through the individual's supervisory chain to include the Director for Physical Plant prior to being submitted to the Apprenticeship Committee for final approval/disapproval. Important Note: Justification must include information that thoroughly demonstrates how the apprentice has already mastered the OJT requirements that remain in his/her respective apprenticeship program and would result in being waived if the request is approved. To be eligible for consideration, applicants must have successfully completed all required program coursework, accumulated a minimum of 5,000 applicable program OJT hours, and achieved a passing grade of 80% or higher on the applicable apprenticeship program competency examination to be considered for early graduation. Note: The apprenticeship program competency examination is a closed-book examination and may only be taken one time. If the applicant fails to achieve an 80% or higher on the first attempt, no further attempts will be allowed and the individual will be required to complete the remainder of his/her apprenticeship program.

10. **Continuous Employment.**

The primary purpose of this program is to produce skilled craftspeople for the Physical Plant. Once the program has been successfully completed, the apprentice will be awarded a journeyman title. However, if a reduction in force causes an apprentice to be suspended or terminated prior to program completion, they will be given an opportunity to return and complete their program before a new apprentice is hired into that position.

11. **Program Administration.**

Supervision and control of the apprentice program shall be primarily the responsibility of the Program Administrator. The Apprenticeship Coordinator will be responsible for:

- Preparing and distributing entry forms, DOL/OAT applications and Veteran's applications as well as other program correspondence.
- Liaison for Department of Labor and Veteran's Administration.
- Monitoring placement based on apprentice/journeyman ratio.
- Scheduling off-the-job training with shop/maintenance supervisors.
- Maintaining permanent master records for each apprentice.
- Ensuring programs are reviewed and updated every two years (OJT and correspondence study curriculum).
- Ensuring Apprentice Standards are compliant with DOL/OAT requirements.

The apprentice's supervisor shall provide normal day-to-day supervision and performance evaluation. Additionally, the supervisor shall coordinate with the Apprenticeship Coordinator to ensure work records are maintained.

The Apprenticeship Committee shall provide general guidance for the apprentice program and shall exercise their authority in matters of selection, promotion, discipline, and discharge.

12. Composition of the Committee.

The committee shall consist of six (6) appointed members and six (6) ex-officio members, the Program Administrator, Apprenticeship Coordinator, the Texas Tech Staff Representative, the OAT Advisor, the Lubbock Independent School Representative (as deemed necessary) and the Secretary (Physical Plant Human Resource staff member). The section Director shall nominate the six appointed members with final selection by the Apprenticeship Committee. Three (3) of the members from the journeyman ranks, and three (3) shall be from the supervisory/management ranks shall be selected.

Committee members will serve a two (2) year term with the option to serve an additional term with supervisor approval. At the end of their term, committee members will serve a two (2) year term as an alternate to provide a quorum for committee meetings.

The Apprenticeship Coordinator shall be the committee chairperson. The Program Administrator will be the Chair Pro Tem.

The six (6) appointed members shall have equal voting powers.

The chairperson will vote only when a "tie break" is necessary.

13. Responsibilities of the Committee.

The committee shall meet monthly to review the status and direction of the apprentice program. Special meetings may be called to act on urgent matters (e.g., termination of an apprenticeship agreement). A meeting quorum will consist of at least five (5) committee members (or alternates). A simple majority vote will be considered appropriate for committee action or approval.

Typical duties for the committee are as follow:

- a. Review and approve program plans related to the composition of training and criteria for evaluation of apprentices.
- b. Evaluate and accept/reject apprentice candidates.

- c. Monitor apprentices' progress and certify promotability through various apprentice levels until graduation or extend training required for individuals who progress slowly in program requirements.
- d. Terminate or place an apprentice on probation for failure to adequately fulfill terms of apprenticeship agreement. The committee will not involve itself in handling disciplinary actions considered under supervisory responsibility but will review such action with respect to apprentice retention in the program.

14. Employer/Sponsor Responsibility.

The Sponsor shall take necessary steps to rotate the apprentice(s) in the various work processes of the skilled occupation and require the apprentice(s) to make satisfactory progress in both on-the-job and related instruction. This rotation will assure a well-rounded competent worker. The Sponsor will also ensure the apprentice works under direct supervision of a competent worker skilled in the occupation for which the apprentice(s) is being trained. Adequate training records will be maintained to show the progress of the apprentice(s) during the full term of apprenticeship.

15. Work and Training Records.

The Apprenticeship Coordinator will maintain master records of each apprentice's work experience and related class/correspondence study. The apprentice will submit a biweekly report signed by their supervisor to the Apprentice Coordinator. The report will be prepared to coincide with the pay period time sheet. The report will reflect on-the-job training worked in the training schedule for applicable trade. Quarterly reports will be sent to apprentice's supervisor to assist in monitoring the apprentice's progress in the program.

16. Evaluation of Apprentices Accepted into Program.

Apprentices will be evaluated according to the Texas Tech University Performance Rating System, which requires a written appraisal:

- a. Just before completion of initial six (6) months employment and after one (1) full year.
- b. Within three (3) months after receiving a "Does not meet expectations" overall evaluation.

17. Hours of Work and Working Conditions.

Apprentices shall work the normal hours and are subject to the same conditions regarding overtime as others employed in that respective trade at the TTU Physical Plant. (Exception: High School Apprentices will be allowed to work up to 4-hours on official school days and up to 8 hours on non-school days).

No apprentice will be allowed to work overtime if such work would interfere with his formal instruction. Apprentices must be present at work in order to earn OJT hours to progress in the program.

18. Safety Training.

The Sponsor shall instruct the apprentice in safe work practices and shall ensure that the apprentice's training is conducted in facilities and other environments that meet applicable Federal, State and local safety standards.

19. Wages.

All apprentices shall be paid according to "Classified Personnel Pay Plan" of Texas Tech University. Wage rates shall comply with Federal minimum wage law as it applies to Texas Tech University. The current rates for Apprentice I, II, and III, future wage rates, and step increases will be specified in the Pay Plan as listed below.

Hours	Title/Step	Hourly Rate	Maximum	Percentage
6.80%	Or Minimum for Trade	\$12.27	\$17.49	
5001 - 6000 hrs	Apprentice III - Step 2	\$10.73	\$14.12	7.50%
4001 - 5000 hrs	Apprentice III - Step 1	\$9.99		3.40%
3001 - 4000 hrs	Apprentice II - Step 2	\$9.66	\$13.16	3.50%
2001 - 3000 hrs	Apprentice II - Step 1	\$9.33		3.35%
1001 - 2000 hrs	Apprentice I - Step 2	\$9.03	\$12.27	3.45%
0 - 1000 hrs	Apprentice I - Step 1	\$8.73		

“Saved pay” apprentices will reflect wages for their current job title at time of entry into the Apprenticeship program. Applicant signs a “saved pay” letter stating they understand that in the “saved pay” status, wages will continue under their current title and applicant will not be eligible for any raises provided by the Apprenticeship program’s pay scale as their current salary is higher than the entry wage for the Apprenticeship pay scale.

NOTE: Utility Plant Operator (Stationary Engineer) pay scale is based on the Utilities Personal Qualification System (PQS) and not the above pay scale.

20. Related Classroom/Correspondence Study.

Apprentices shall complete classroom and/or correspondence study of not less than 144 hours per each year of their apprenticeship term. Time spent in related study after regular working hours will not be considered worked hours and will not be compensated by the University.

Apprentices will be expected to exercise the same diligence in their related studies as they do in their work. Failure to fulfill related study requirements could result in termination from the apprentice program.

21. Responsibility of Apprentices.

In signing the Apprenticeship Agreement, the apprentice will voluntarily agree to abide by the following provisions:

- a. Perform diligently and faithfully the work duties assigned by the employer according to the provisions of the standards and program operating rules.
- b. Abide by applicable employer regulations related to work and personal conduct while on the job.
- c. Attend scheduled classes regularly and/or satisfactorily complete the required hours of related correspondence study as provided in the standards.
- d. Maintain and report such records of work experience and training as required by the Apprenticeship Coordinator.
- e. Develop safe working habits and conduct themselves in a way that ensures their own safety as well as that of their fellow workers.

22. Disposition of Complaints.

After completion of the stated probationary period, the applicant may appeal to the Registration Agency for the disposition of any unresolved Apprenticeship Agreement issues arising between the applicant and the sponsor. It shall be understood that this provision applies only to problems affecting Apprenticeship Agreements. Parties may avail themselves of the grievance procedure established by the Sponsor or the collective bargaining agreement, if applicable.

Apprentices who want to make disposition of any complaints may contact the Apprentice Coordinator, Texas Tech University Physical Plant Planning and Training Office (P. O. Box 43142, Lubbock, Texas 79409).

23. Periodic Review, Evaluation, and Maintenance of Progress Records.

The Sponsor shall periodically review and evaluate apprentices before their advancement to the next level in their training schedule. The Sponsor shall have the right to withhold periodic wage advancements, suspend or revoke the Apprenticeship Agreement, or make such recommendations it feels necessary if progress is unsatisfactory. A record-keeping system shall be established by the Sponsor for such purposes. All apprenticeship records must be kept for five (5) years from date of last activity.

24. Registration.

Each apprentice will be registered with the United States Department of Labor, Office of Apprenticeship and Training.

25. Apprenticeship Standards.

The Program Administrator, subject to the approval of the committee and the Director of Physical Plant Department, may at any time amend the Standards of Apprenticeship. Such changes will be submitted to the Registration Agency for final approval. Changes shall not alter or affect the Apprenticeship Agreement in force at the time of these changes without the written consent of both parties to the Agreement.

26. Certificate of Completion.

Upon completion of program requirements, the Apprenticeship Coordinator shall submit a "Certification of Completion" request to the registration Agency. The "Certificate of Completion," signed by the Physical Plant Director and Texas Tech University President, shall be given to section directors to present to the apprentice(s).

27. Modifications, Cancellation and Deregistration of Program.

These Standards may be modified or changed for the betterment of the apprenticeship system by submitting proposed modification(s) or change(s) in writing to the Registration Agency for approval. If approved, they shall be recorded and acknowledged as an amendment to the program. HOWEVER, such modification(s) or change(s) shall not affect Apprenticeship Agreements then in force without consent of all parties signatory to the Agreement.

Cancellation and registration of the program may be accomplished by a written request from the Sponsor to the Registration Agency. Formal deregistration proceedings, under reasonable cause, may be undertaken by the Registration Agency in accordance with the provisions of 29 CFR 29.7.

28. Addendum to the Standards.

On-the-job training requirements and related instruction are attached hereto and are made a part of these standards.

29. Final Responsibility.

The Director for Physical Plant possesses the final responsibility for the administration of the Physical Plant's Apprenticeship Program.

**STANDARDS OF APPRENTICESHIP FOR
Texas Tech University - Physical Plant Department**

ADOPTED AND APPROVED:

For the Sponsor Employer

By _____

Title Director, Physical Plant

Date _____

Office of Apprenticeship and Training
U.S. Department of Labor

By _____

Title _____

Date _____