



APPRENTICESHIP PROGRAM STANDARDS
adopted by

NORTHWEST MARITIME APPRENTICESHIP

(sponsor name)

Occupational Objective(s):

SOC#

Term [WAC 296-05-015]

MARINE SERVICE TECHNICIAN

49-3051.00

6,000 HOURS



APPROVED BY

Washington State Apprenticeship and Training Council

REGISTERED WITH

Apprenticeship Section of Fraud Prevention and Labor Standards

Washington State Department Labor and Industries

Post Office Box 44530

Olympia, Washington 98504-4530

APPROVAL:

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By: ED KOMMERS
Chair of Council

By: CHRIS BOWE
Secretary of Council

INTRODUCTION

This document is an apprenticeship program standard. Apprenticeship program standards govern how an apprenticeship works and have specific requirements. This document will explain the requirements.

The director of the Department of Labor and Industries (L&I) appoints the Washington State Apprenticeship and Training Council (WSATC) to regulate apprenticeship program standards. The director appoints and deputizes an assistant director to be known as the supervisor of apprenticeship who oversees administrative functions through the apprenticeship section at the department.

The WSATC is the sole regulatory body for apprenticeship standards in Washington. It approves, administers, and enforces apprenticeship standards, and recognizes apprentices when either registered with L&I's apprenticeship section, or under the terms and conditions of a reciprocal agreement. WSATC also must approve any changes to apprenticeship program standards.

Apprenticeship programs have sponsors. A sponsor operates an apprenticeship program and declares their purpose and policy herein to establish an organized system of registered apprenticeship education and training. The sponsor recognizes WSATC authority to regulate and will submit a revision request to the WSATC when making changes to an apprenticeship program standard.

Apprenticeships are governed by federal law (29 U.S.C 50), federal regulations (29 CFR Part 29 & 30), state law (49.04 RCW) and administrative rules (WAC 296-05). These standards conform to all of the above and are read together with federal and state laws and rules

Standards are changed with WSATC approval. Changes are binding on apprentices, sponsors, training agents, and anyone else working under an agreement governed by the standards. Sponsors may have to maintain additional information as supplemental to these standards. When a standard is changed, sponsors are required to notify apprentices and training agents. If changes in federal or state law make any part of these standards illegal, the remaining parts are still valid and remain in force. Only the part made illegal by changes in law is invalid. L&I and the WSATC may cooperate to make corrections to the standards if necessary to administer the standards.

Sections of these standards identified as bold "**insert text**" fields are specific to the individual program standards and may be modified by a sponsor submitting a revised standard for approval by the WSATC. All other sections of these standards are boilerplate and may only be modified by the WSATC. See WAC 296-05-003 for the definitions necessary for use with these standards.

Sponsor Introductory Statement (Required):

Northwest Maritime recognizes that experience has demonstrated that a practical and cost effective method of preparing workers for employment in skilled occupations is through a

planned apprenticeship – a training concept that provides for employment and training under actual job conditions supervised by skilled industry experts and at wages commensurate with the Apprentice's skill. In addition, the Apprentice's knowledge and understanding of the occupation, is through practical experience, enhanced through participation in approved courses of related and supplemental education.

I. GEOGRAPHIC AREA COVERED:

The sponsor must train inside the area covered by these standards. If the sponsor wants to train outside the area covered by these standards, the sponsor must enter a portability agreement with a sponsor outside the area, and provide evidence of such an agreement for compliance purposes. Portability agreements permit training agents to use apprentices outside the area covered by the standards. Portability agreements are governed by WAC 296-05-009.

The geographic area covered by these Standards shall be Skagit & Whatcom counties in the State of Washington.

II. MINIMUM QUALIFICATIONS:

Minimum qualifications must be clearly stated and applied in a nondiscriminatory manner [WAC 296-05-015(17)].

Age: **Minimum age 18 years.**

Education: **A high school diploma, General Educational Development (GED) equivalency or other high school equivalency credential is required. Applicants must provide an official transcript(s) for high school and any post-high school education. Applicant must submit the GED certificate or other high school equivalency credential if applicable.**

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

Testing: **None**

Other: **None**

III. CONDUCT OF PROGRAM UNDER WASHINGTON EQUAL EMPLOYMENT OPPORTUNITY PLAN:

Sponsors with five (5) or more apprentices must adopt an Equal Employment Opportunity (EEO) Plan and Selection Procedure (chapter 296-05 WAC and 29 CFR Part 30).

The recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of race, sex (including pregnancy and gender identity), sexual orientation, color, religion, national origin, age, genetic information, disability or as otherwise specified by law. The sponsor shall take positive action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required by the rules of the Washington State Apprenticeship and Training Council and Title 29, Part 30 of the Code of Federal Regulations.

A. Selection Procedures:

Applications Procedures:

- 1. Persons desiring to become a registered apprentice under the Northwest Maritime Apprenticeship must first be employed by a registered Training Agent for Northwest Maritime. The applicants are to be selected by the individual registered Training Agents using their customary and established policies in accordance with all State and Federal EEO laws. Northwest Maritime does not serve as a referral agency, or training agent, for apprenticeship applicants, but may assist employers in finding potential apprentices for their pool of candidates. Northwest Maritime strives to increase the numbers of females and minorities in the Marine Service Industry and encourages employers and Training Agents to hire females and minorities with the goal of developing their skills through apprenticeship.**
- 2. Applicants selected as apprentices by a Training Agent, and who provide verification of the minimum qualifications, will be informed of their rights and responsibilities under the standards of apprenticeship and be required to sign an apprenticeship agreement. Applications will be accepted on an ongoing basis.**
- 3. Applicants deficient in one or more qualifications or requirements, or making false statements on their applications, will be disqualified. No further processing of such applications will be taken.**
- 4. Participating employers will conduct apprentice applicant interviews using consistent job related questions and will rate and select applicants. Employers will maintain records of each interview summarizing responses and reason for acceptance or lack of acceptance. These records will be maintained for the period of time outlined in Section XI of these standards.**
- 5. Sponsor and Training Agents will not discriminate against apprentice applicants or apprentices based on race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older. Sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under state and federal regulations.**

- 6. Prior to becoming Training Agents for Northwest Maritime, employers shall sign an agreement that they will comply with the State of Washington Equal Employment Opportunity Plan.**

B. Equal Employment Opportunity Plan:

- 1. Northwest Maritime will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older. Northwest Maritime will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under state and federal requirements.**
- 2. Ensure that each Training Agent is aware of EEO goals and reviews their selection procedures every two years with the program sponsor.**
- 3. Cooperate with the efforts of national organizations to attract women and minorities to the Marine Service Industry and the apprenticeship program.**
- 4. Cooperate with public and private agencies, which can be of assistance in obtaining publicity to develop public support of apprenticeship.**
- 5. Northwest Maritime will provide anti-harassment training to all individuals connected with the administration or operation of the apprenticeship program, including all apprentices and journey level workers who regularly work with apprentices.**

C. Discrimination Complaints:

Any apprentice or applicant for apprenticeship who believes they have been discriminated against may file a complaint with the supervisor of apprenticeship (WAC 296-05-443).

IV. TERM OF APPRENTICESHIP:

The term of apprenticeship for an individual apprentice may be measured through the completion of the industry standard for on-the-job learning (at least two thousand hours) (time-based approach), the attainment of competency (competency-based approach), or a blend of the time-based and competency-based approaches (hybrid approach) [WAC 296-05-015].

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The term of apprenticeship for Marine Service Technician shall be 6,000 hours of reasonably continuous employment.

V. INITIAL PROBATIONARY PERIOD:

An initial probationary period applies to all apprentices, unless the apprentice has transferred from another program. During an initial probationary period, an apprentice can be discharged without appeal rights. An initial probationary period is stated in hours or competency steps of employment. The initial probationary period is not reduced by advanced credit or standing. During an initial probationary period, apprentices receive full credit for hours and competency steps toward completion of their apprenticeship. Transferred apprentices are not subject to additional initial probationary periods [WAC 296-05-003].

The initial probationary period is [WAC 296-05-015(22)]:

- A. the period following the apprentice's registration into the program. An initial probationary period must not be longer than twenty percent of the term of the entire apprenticeship, or longer than a year from the date the apprenticeship is registered. The WSATC can grant exemptions for longer initial probationary periods if required by law.
- B. the period in which the WSATC or the supervisor of apprenticeship may terminate an apprenticeship agreement at the written request by any affected party. The sponsor or the apprentice may terminate the agreement without a hearing or stated cause. An appeal process is not available to apprentices in their initial probationary period.

The initial probationary period for Marine Service Technician shall be the first 1200 hours as an apprentice.

VI. RATIO OF APPRENTICES TO JOURNEY LEVEL WORKERS

Supervision is the necessary education, assistance, and control provided by a journey-level employee on the same job site at least seventy-five percent of each working day, unless otherwise approved by the WSATC. Sponsors ensure apprentices are supervised by competent, qualified journey-level employees. Journey level-employees are responsible for the work apprentices perform, in order to promote the safety, health, and education of the apprentice.

- A. The journey-level employee must be of the same apprenticeable occupation as the apprentice they are supervising unless otherwise allowed by the Revised Code of

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Washington (RCW) or the Washington Administrative Code (WAC) and approved by the WSATC.

- B. The numeric ratio of apprentices to journey-level employees may not exceed one apprentice per journey-level worker [WAC 296-05-015(5)].
- C. Apprentices will work the same hours as journey-level workers, except when such hours may interfere with related/supplemental instruction.
- D. Any variance to the rules and/or policies stated in this section must be approved by the WSATC.
- E. The ratio must be described in a specific and clear manner, as to the application in terms of job site, work group, department or plant:

The apprentice to journey level worker ratio is one (1) apprentice to one (1) journey level worker.

VII. APPRENTICE WAGES AND WAGE PROGRESSION:

- A. Apprentices must be paid at least Washington's minimum wage, unless a local ordinance or a collective bargaining agreement require a higher wage. Apprentices must be paid according to a progressively increasing wage scale. The wage scale for apprentices is based on the specified journey-level wage for their occupation. Wage increases are based on hours worked or competencies attained. The sponsor determines wage increases. Sponsors must submit the journey-level wage at least annually or whenever changed to the department as an addendum to these standards. Journey-level wage reports may be submitted on a form provided by the department. Apprentices and others should contact the sponsor or the Department for the most recent Journey-level wage rate.
- B. Sponsors can grant advanced standing, and grant a wage increase, when apprentices demonstrate abilities and mastery of their occupation. When advanced standing is granted, the sponsor notifies the employer/training agent of the wage increase the apprenticeship program standard requires.
- C. Wage Progression Schedules: **Marine Service Technician**

Step	Hour Range or competency step	Percentage of journey-level wage rate*
1	0000 – 2,000 Hours	60%
2	2001 – 4000 Hours	80%
3	4001 – 6,000 Hours	90%

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VIII. WORK PROCESSES:

The apprentice shall receive on the job instruction and work experience as is necessary to become a qualified journey-level worker versed in the theory and practice of the occupation covered by these standards. The following is a condensed schedule of work experience, which every apprentice shall follow as closely as conditions will permit. The following work process descriptions pertain to the occupation being defined.

A. Marine Service Technician Approximate Hours/Competency Level

1. Introduction to general marine technology and safety.....300 hours
2. Operate machine shop tools such as saws, drill press, grinder, shaper and read blueprints300 hours
3. Maintain and inspect gasoline marine engines; troubleshoot and repair minor mechanical problems500 hours
4. Maintain and inspect diesel marine engines; troubleshoot and repair minor mechanical problems800 hours
5. Install small craft electrical systems; troubleshoot and repair electrical problems300 hours
6. Install radios, boat antennae and electronic navigational equipment; troubleshoot and repair electronic problems.....300 hours
7. Repair wooden, fiberglass, metal and composite hulls for recreational crafts1000 hours
8. Repair and maintain boats and small craft, including shaft and propeller repair and paint and finish application1000 hours
9. Operate and maintain steering, throttle, remote fuel and sanitation systems; master sailboat rigging techniques700 hours
10. Estimate cost of repairs300 hours
11. Practice customer relations300 hours
12. Practice rules and regulations of maritime laws200 hours

Total Hours/# of Competency Levels: 6,000 hours

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IX. RELATED/SUPPLEMENTAL INSTRUCTION:

The apprentice must attend related/supplemental instruction (RSI). Time spent in RSI shall not be considered as hours of work and the apprentice is not required to be paid.

RSI must be provided in safe and healthy conditions as required by the Washington Industrial Safety and Health Act and applicable federal and state regulations.

Hours spent in RSI are reported to L&I each quarter. Reports must show which hours are unpaid and supervised by a competent instructor versus all other hours (paid and/or unsupervised) for industrial insurance purposes.

For purposes of coverage under the Industrial Insurance Act, the WSATC is an employer and the apprentice is an employee when an unpaid, supervised apprentice is injured while under the direction of a competent instructor and participating in RSI activities.

If apprentices do not attend required RSI, they may be subject to disciplinary action by the sponsor.

A. The methods of related/supplemental training must be indicated below (check those that apply):

Supervised field trips

Sponsor approved training seminars (specify): **Vendor Training Seminars including, but not limited to, tools, supplies and equipment, OSHA, confined spaces, and other safety training specific to vendor products.**

Sponsor approved online or distance learning courses (specify): **Online courses including, but not limited to, safety, new technology and quality control processes used in the marine service industry.**

State Community/Technical college

Private Technical/Vocational college

Sponsor Provided (lab/classroom)

Other (specify): **New Zealand Marine International Training Authority courses
Quadrant Marine Institute courses**

B. **(144)** Minimum RSI hours per year defined per the following [see WAC 296-05-015(6)]:

Twelve-month period from date of registration.*

Defined twelve-month school year: **(September)** through **(May)**.

Two-thousand hours of on the job training.

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**If no selection is indicated above, the WSATC will define RSI hours per twelve-month period from date of registration.*

C. Additional Information:

Apprentices will be provided a minimum of 144 hours of RSI per year over the course of their apprenticeship.

X. ADMINISTRATIVE/DISCIPLINARY PROCEDURES:

A. Administrative Procedures:

The sponsor may include in this section a summary and explanation of administrative actions performed at the request or on the behalf of the apprentice. Such actions may include but are not limited to:

1. Voluntary Suspension: A temporary interruption in progress of an individual's apprenticeship agreement at the request of the apprentice and granted by the sponsor. The program sponsor shall review apprentices in suspended status at least once each year to determine if the suspension is still appropriate.
2. Advanced Standing or Credit: The sponsor may provide for advanced standing or credit for demonstrated competency, acquired experience, training or education in or related to the occupation. All sponsors need to ensure a fair and equitable process is applied to all apprentices seeking advanced standing or credit per WAC 296-05-015(11).
3. Sponsor Procedures:
 - a. **Each Apprentice shall be responsible for maintaining a record of his or her work experience/training on the job and for having this record verified by the Training Agent.**
 - b. **Work records must be turned into the apprenticeship office, filled out completely and properly by the 10th of each month, documenting the hours worked for the previous month. Failure to comply may result in being called before the Committee for disciplinary action. Work records may be submitted via email, fax, or US mail.**
 - c. **Before each period of advancement, or at any other time when conditions warrant, the Committee shall examine the Apprentices to determine whether they have made satisfactory progress. If the Apprentice's related training or work progress is found unsatisfactory, they may be required to repeat a process or series of processes in which they are deficient, before advancing to the next step.**

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- d. Written records of progress evaluations and corrective and final actions shall be maintained.**
- e. All Apprentices shall receive continuous instruction in safe and healthful work practices both on-the-job and during related instruction.**
- f. Northwest Maritime shall ensure Training Agents instruct the Apprentice in safe and healthful work practices and shall ensure that the Apprentice is training in facilities and other environments that are in compliance with state and federal standards.**
- g. Northwest Maritime 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. The granting of advanced standing will be uniformly applied to all apprentices.**
- h. Program sponsor will ensure that all Training Agents, apprentices, and journey level workers who regularly work with apprentices, have been provided anti-harassment training.**
- i. The Sponsor will provide each registered apprentice with continuous employment sufficient to provide the opportunity for completion of his or her apprenticeship program. If the Training Agent is unable to fulfill its training and/or employment obligation in conformance with these standards, the sponsor will, with the apprentice's consent, make a good-faith effort to facilitate a transfer of the apprentice to another Training Agent for completion of the apprenticeship.**
- j. In signing the Apprenticeship Agreement, apprentices assume the following responsibilities and obligations under the apprenticeship program:**
 - 1) 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.**
 - 2) Respect the property of the employer and abide by the working rules and regulations of the employer.**
 - 3) Attend and satisfactorily complete the required hours of on the job training and related supplemental instruction in subjects related to the occupation as provided under these Standards.**
 - 4) Maintain and make available such records of work experience and training received on-the-job and in related instruction as required.**

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- 5) **Develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of other fellow workers.**
 - 6) **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.**
- k. **During the initial 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 on-the-job training and related supplemental instruction, and any disciplinary action taken during the probationary period.**
- l. **It is through the combination of both the on-the-job learning and the related supplemental instruction that the apprentice can reach the skilled level of the occupation. Every apprentice is required to participate in coursework related to the job.**

B. Disciplinary Procedures

1. The obligations of the sponsor when taking disciplinary action are as follows:
 - a. The sponsor shall be responsible for enacting reasonable policies and procedures and applying them consistently. The sponsor will inform all apprentices of their rights and responsibilities per these standards.
 - b. The sponsor shall notify the apprentice of intent to take disciplinary action and reasons therefore 20 calendar days prior to taking such action. The reason(s) supporting the sponsor's proposed action(s) must be sent in writing to the apprentice.
 - c. The sponsor must clearly identify the potential outcomes of disciplinary action, which may include but are not limited to discipline, suspension or cancellation of the apprenticeship agreement.
 - d. The decision/action of the sponsor will become effective immediately.
2. The sponsor may include in this section requirements and expectations of the apprentices and an explanation of disciplinary actions imposed for noncompliance. The sponsor has the following disciplinary procedures to adopt:
 - a. Disciplinary Probation: A time assessed when the apprentice's progress is not satisfactory. During this time the sponsor may withhold periodic wage advancements, suspend or cancel the apprenticeship agreement, or take further disciplinary action. A disciplinary probation may only be assessed after the initial probation is complete.

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- b. Disciplinary Suspension: A temporary interruption in the progress of an individual's apprenticeship agreement. Conditions will include not being allowed to participate in On-the-Job Training (OJT), go to Related Supplemental Instruction (RSI) classes or take part in any activity related to the Apprenticeship Program until such time as the sponsor takes further action. The program sponsor shall review apprentices in such status at least once each year.
 - c. Cancellation: Refers to the termination of an apprenticeship agreement at the request of the apprentice, supervisor, or sponsor. [WAC 296-05-003].
3. Sponsor Disciplinary Procedures:
- a. **When notified that an Apprentice's related supplemental instruction or on- the-job progress is found to be unsatisfactory, the sponsor will determine whether disciplinary action is needed. This may require the Apprentice to repeat a process or series of processes before advancing to the next wage classification.**
 - b. **Should it be found that the Apprentice does not have the ability or desire to continue the training to become a journey-level worker, Northwest Maritime may, after the Apprentice has been given adequate assistance and opportunity for corrective action, take disciplinary action that may include suspension or cancellation of the Apprenticeship Agreement.**
 - c. **The Apprentice shall maintain regular on the job attendance. Unexcused absences, and/or tardiness will not be tolerated by this program.**
 - d. **It is the responsibility of each Apprentice to be punctual, hardworking, respectful, safe, and dependable. Apprentices shall be called before the Committee for disciplinary action for poor work evaluations, problems with mechanical ability and/or work habits, poor attitude, safety issues, and/or failure to perform the job in a satisfactory manner.**
 - e. **Apprentices must contact the Training Coordinator within 24 hours after termination. If the apprentice is terminated on Friday, he/she must report by 9:00 a.m. on Monday. Contact information (email, phone) will be provided to each apprentice. Any apprentice terminated for cause or quits without consent of the Training Coordinator, must appear before the Committee.**
 - f. **All apprentices terminated for cause by their Training Agent must appear before the Committee for disciplinary action which may include suspension or cancellation of the apprenticeship agreement.**

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- g. Failure of the apprentice to comply with the above language in this section may be cause for suspension, cancellation, or other disciplinary action by the Committee.**
- h. Failure to maintain employment as an apprentice with the Training Agent may result in cancellation of the apprenticeship agreement, with due notice given to those having completed the initial probationary period.**
- i. It shall be the apprentice's responsibility to return to the Training Coordinator a completed monthly progress record by the 10th of each month. Failure to submit reports timely will be cause for the apprentice to appear before the Committee. Apprentices that fail to return more than three monthly progress reports in one year will be called before the Committee for possible disciplinary action.**
- j. Apprentices who fail to obtain employment with a Training Agent within six months of separation from employment with a Training Agent will be cited to appear before the Committee for disciplinary action, which may include suspension or cancellation of the apprenticeship agreement.**
- k. Any apprentice who is absent from related supplemental instruction must 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 supplemental instruction, the sponsor may, after the Apprentice has been given adequate assistance and opportunity for corrective action, take appropriate disciplinary action, which may include suspension or cancellation of the apprenticeship agreement.**

C. Apprentice Complaint Procedures:

1. The apprentice must complete his/her initial probationary period in order to be eligible to file a complaint (WAC 296-05-105).
2. Complaints involving matters covered by a collective bargaining agreement are not subject to the complaint procedures in this section.
3. Complaints regarding non-disciplinary matters must be filed with the program sponsor within 30 calendar days from the date of the last occurrence. Complaints must be in writing.
4. If the apprentice disagrees with the resolution of the complaint or wishes to contest the outcome of a disciplinary action by the program sponsor, the apprentice must file a written request for reconsideration with the program sponsor within 30 calendar days from the date the apprentice received written notice of action by the program sponsor.

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5. The program sponsor must reply, in writing, to the request for reconsideration within 30 calendar days from the date the program sponsor receives the request. The program sponsor must send a copy of the written reply to the apprentice within the 30 calendar days.
6. If the apprentice disagrees with the program sponsor's decision, the apprentice may file an appeal with the Apprenticeship Program, (WAC 296-05-105). If the apprentice does not timely file an appeal, the decision of the program sponsor is final after 30 calendar days from the date the program sponsor mails the decision to the apprentice. See section "D" below.

D. Apprentice Complaint Review/Appeals Procedures:

1. If the apprentice disagrees with the program sponsor's decision, the apprentice must submit a written appeal to L&I's apprenticeship section within 30 calendar days from the date the decision is mailed by the program sponsor. Appeals must describe the subject matter in detail and include a copy of the program sponsor's decision.
2. The L&I apprenticeship section will complete its investigation within 30 business days from the date the appeal is received and attempt to resolve the matter.
3. If the Apprenticeship section is unable to resolve the matter within 30 business days, the Apprenticeship section issues a written decision resolving the appeal.
4. If the apprentice or sponsor is dissatisfied with L&I's decision, either party may request the WSATC review the decision. Requests for review to the WSATC must be in writing. Requests for review must be filed within 30 calendar days from the date the decision is mailed to the parties.
5. The WSATC will conduct an informal hearing to consider the request for review.
6. The WSATC will issue a written decision resolving the request for review. All parties will receive a copy of the WSATC's written decision.

XI. SPONSOR – RESPONSIBILITIES AND GOVERNING STRUCTURE

The following is an overview of the requirements associated with administering an apprenticeship program. These provisions are to be used with the corresponding RCW and/or WAC. The sponsor is the policymaking and administrative body responsible for the operation and success of this apprenticeship program. The sponsor may assign an administrator or a committee to be responsible for day-to-day operations of the apprenticeship program. Administrators and/or committee members must be knowledgeable in the process of apprenticeship and/or the application of chapter 49.04 RCW and chapter 296-05 WAC and these standards. If applicable, sponsors must develop procedures for:

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A. Committee Operations (WAC 296-05-009): (Not applicable for Plant Programs)

Apprenticeship committees must be composed of an equal number of management and non-management representatives from a minimum of four to a maximum of twelve members. Committees must convene meetings at least three times per year attended by a quorum of committee members as defined in these approved standards.

B. Program Operations

The sponsor will record and maintain records pertaining to the administration of the apprenticeship program and make them available to the WSATC or Department upon request. Records required by WAC 296-05-100 will be maintained for five (5) years; all other records will be maintained for three (3) years. Apprenticeship sponsors will submit required forms/reports to the Department of Labor and Industries through one of the two prescribed methods below:

Sponsors shall submit required forms/reports through assigned state apprenticeship consultant.

Or;

Sponsors shall submit required forms/reports through the Apprentice Registration and Tracking System (ARTS), accessed through Secure Access Washington (SAW).

Paper forms as well as ARTS external access forms are available from the sponsor's assigned apprenticeship consultant or online at:

<http://www.lni.wa.gov/TradesLicensing/Apprenticeship/FormPub/default.asp>.

1. The following is a listing of forms/reports for the administration of apprenticeship programs and the time-frames in which they must be submitted:
 - a. Apprenticeship Agreements – within first 30 days of employment
 - b. Authorization of Signature forms - as necessary
 - c. Approved Training Agent Agreements– within 30 days of sponsor action
 - d. Minutes of Apprenticeship Committee Meetings – within 30 days of sponsor approval (not required for Plant program)
 - e. Request for Change of Status - Apprenticeship/Training Agreement and Training Agents forms – within 30 days of action by sponsor.
 - f. Journey Level Wage Rate – annually, or whenever changed as an addendum to section VII. Apprentice Wages and Wage Progression.
 - g. Related Supplemental Instruction (RSI) Hours Reports (Quarterly):
 - 1st quarter: January through March, due by April 10
 - 2nd quarter: April through June, due by July 10
 - 3rd quarter: July through September, due by October 10
 - 4th quarter: October through December, due by January 10
 - h. On-the-Job Work Hours Reports (bi-annual)
 - 1st half: January through June, by July 30
 - 2nd half: July through December, by January 31

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2. The program sponsor will adopt, as necessary, local program rules or policies to administer the apprenticeship program in compliance with these standards. Requests for revision to these standards of apprenticeship must be submitted 45 calendar days prior to a quarterly WSATC meeting. The Department of Labor and Industries, Apprenticeship Section's manager may administratively approve requests for revisions in the following areas of the standards:
 - a. Program name
 - b. Sponsor's introductory statement
 - c. Section III: Conduct of Program Under Washington Equal Employment Opportunity Plan
 - d. Section VII: Apprentice Wages and Wage Progression
 - e. Section IX: Related/Supplemental Instruction
 - f. Section XI: Sponsor – Responsibilities and Governing Structure
 - g. Section XII: Subcommittees
 - h. Section XIII: Training Director/Coordinator
3. The sponsor will utilize competent instructors as defined in WAC 296-05-003 for RSI. Furthermore, the sponsor will ensure each instructor has training in teaching techniques and adult learning styles, which may occur before or within one year after the apprenticeship instructor has started to provide instruction.

C. Management of Apprentices:

1. Each apprentice (and, if under 18 years of age, the parent or guardian) will sign an apprenticeship agreement with the sponsor, who will then register the agreement with the Department before the apprentice attends RSI classes, or within the first 30 days of employment as an apprentice. For the purposes of industrial insurance coverage and prevailing wage exemption under RCW 39.12.021, the effective date of registration will be the date the agreement is received by the Department.
2. The sponsor must notify the Department within 30 days of all requests for disposition or modification to apprentice agreements, which may include:
 - a) Certificate of completion
 - b) Additional credit
 - c) Suspension (i.e. military service or other)
 - d) Reinstatement
 - e) Cancellation
 - f) Corrections
 - g) Step Upgrades
 - h) Probation Completion date
 - i) Other (i.e., name changes, address)
 - j) Training Agent Cancellation

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3. The sponsor commits to rotate apprentices in the various processes of the skilled occupation to ensure the apprentice is trained to be a competent journey-level worker.
4. The sponsor shall periodically review and evaluate apprentices before advancement to the apprentice's next wage progression period. The evidence of such advancement will be the record of the apprentice's progress on the job and during related/supplemental instruction.
5. The sponsor has the obligation and responsibility to provide, insofar as possible, reasonably continuous employment for all apprentices in the program. The sponsor may arrange to transfer an apprentice from one training agent to another or to another program when the sponsor is unable to provide reasonably continuous employment, or they are unable to provide apprentices the diversity of experience necessary for training and experience in the various work processes as stated in these standards. The new training agent will assume all the terms and conditions of these standards. If, for any reason, a layoff of an apprentice occurs, the apprenticeship agreement will remain in effect unless canceled by the sponsor.
6. An apprentice who is unable to perform the on-the-job portion of apprenticeship training may, if the apprentice so requests and the sponsor approves, participate in related/supplemental instruction, subject to the apprentice obtaining and providing to the sponsor written requested document/s for such participation. However, time spent will not be applied toward the on-the-job portion of apprenticeship training.
7. The sponsor shall hear and decide all complaints of violations of apprenticeship agreements.
8. Upon successful completion of apprenticeship, as provided in these standards, and passing the examination that the sponsor may require, the sponsor will recommend the WSATC award a Certificate of Completion of Apprenticeship. The sponsor will make an official presentation to the apprentice who has successfully completed his/her term of apprenticeship.

D. Training Agent Management:

1. The sponsor shall offer training opportunities for apprentices by ensuring reasonable and equal working and training conditions are applied uniformly to all apprentices. The sponsor shall provide training at an equivalent cost to that paid by other employers and apprentices participating in the program. The sponsor shall not require an employer to sign a collective bargaining agreement as a condition of participation.
2. The sponsor must determine whether an employer can adequately furnish proper on the job training to an apprentice in accordance with these standards. The sponsor must also require any employer requesting approved training status to complete an

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approved training agent agreement and to comply with all federal and state apprenticeship laws, and these standards.

3. The sponsor will submit training agent agreements to the Department with a copy of the agreement and/or the list of approved training agents within thirty calendar days from the effective date. Additionally, the sponsor must submit rescinded training agent agreements to the Department within thirty calendar days of said action.

E. Committee governance (if applicable): (see WAC 296-05-009)

1. Apprenticeship committees shall elect a chairperson and a secretary who shall be from opposite interest groups, i.e., chairperson-employers; secretary-employees, or vice versa. If the committee does not indicate its definition of quorum, the interpretation will be “50% plus 1” of the approved committee members. The sponsor must also provide the following information:

a. Quorum: **One Employer Representative and One Employee Representative**

b. Program type administered by the committee: **Group Non-Joint**

c. The employer representatives shall be:

John Nassichuk, Chair
NW Explorations
2620 S. Harbor Loop
Bellingham, WA 98225

Matt Hardin
NW Diesel Power
801 Roeder Avenue, Suite #1
Bellingham, WA 98225

d. The employee representatives shall be:

Bruce Morey, Secretary
NW Diesel Power
801 Roeder Avenue, Suite #1
Bellingham, WA 98225

Andrew Morris
NW Explorations
2620 S. Harbor Loop
Bellingham, WA 98225

F. Plant programs

For plant programs the WSATC or the Department designee will act as the apprentice representative. Plant programs shall designate an administrator(s) knowledgeable in the process of apprenticeship and/or the application of chapter 49.04 RCW and chapter 296-05 WAC and these standards.

The designated administrator(s) for this program is/are as follows:

N/A

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XII. SUBCOMMITTEE:

Subcommittee(s) approved by the Department, represented equally from management and non-management, may also be established under these standards, and are subject to the main committee. All actions of the subcommittee(s) must be reviewed by the main committee. Subcommittees authorized to upgrade apprentices and/or conduct disciplinary actions must be structured according to the same requirements for main committees.

None

XIII. TRAINING DIRECTOR/COORDINATOR:

The sponsor may employ a person(s) as a full or part-time training coordinator(s)/ training director(s). This person(s) will assume responsibilities and authority for the operation of the program as are delegated by the sponsor.

**Deborah Granger
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