

Statements of Policy
For
West Texas Electrical Joint Apprenticeship
And
Training Committee

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APPRENTICESHIP POLICY STATEMENT

The following is the policy statement issued by the West Texas Joint Apprenticeship and Training Committee. This policy shall be administered by the JATC and the appropriate subcommittee in accordance with Section III (N) and (R) of the Local Apprenticeship and Training Standards for the Electrical Contracting Industry, and as such becomes part of the apprenticeship agreement. No part of this policy shall conflict with the present Collective Bargaining Agreement, Standards, Selection Procedures, Affirmative Action Plan, or Guidelines for Apprenticeship maintained by the Bureau of Apprenticeship and Training. This Statement of Policy may be changed or revised at any time by the Committee without affecting the remaining parts.

The Joint Apprenticeship and Training Committee (JATC) is delegated, the full responsibility and authority for the selection, qualification, education, training, evaluation, certification and supervision of all apprentices as well as other matters regarding apprentices or apprenticeship.

The National Electrical Contractors Association (NECA) and the International Brotherhood of Electrical Workers (IBEW) have spent decades developing the finest electrical apprenticeship program in the world. This program is composed of on- the-job training and classroom instruction, both of equal importance in the development of competent journeymen Wiremen. Because of the quality of the program, and the relatively small number of apprentices brought in each year, those who have been selected have a special responsibility to make the utmost of the opportunity provided.

Consistent with this responsibility, all apprentices are expected to conform to the Rules and Regulations set forth in this policy. Violation of this Policy will be considered cause for disciplinary action or dismissal from the Program.

All Committee policies have been adopted to improve the quality of the Apprenticeship Program. Any apprentice, who earnestly applies themselves to living up to the terms of the apprenticeship agreement, will not be affected by the penalties imposed by Committee Policies.

Each apprentice is indentured to the JATC and is directly responsible to them for all matters pertaining to their apprentice training.

The Training Director shall act for and under the direction of the Joint Apprenticeship and Training Committee in the Administration of the Apprentice Program.

1. DRUG TESTING and BACKGROUND CHECK

Each applicant who is selected for apprenticeship will be required to submit to a urinalysis test for drugs. Prior to the test, the applicant must sign a Consent and Release Form authorizing and agreeing to the test as a condition to be considered for admission. This test will be paid for by the Committee and the results will be confidential. Anyone who refuses to take the test or receives a positive result from the drug test will have their offer of an indenture rescinded.

After admission and during the apprenticeship, an apprentice may be required to submit to a drug screening at any time, for good cause. Refer to the Amarillo Electrical JATC Alcohol and Substance Abuse Policy for further information.

Drug test results will be reported to the Training Director.

A Background Check will be conducted by the JATC (cost to be borne by the JATC) after an applicant has been selected for the program. The information obtained during the Background Check will be evaluated using the criteria established by the Texas Department of Licensing and Regulation (TDLR) to determine if the applicant will be able to obtain an Apprentice Electrician License. If the Background Check, or the failure to acquire the required TDLR license, establishes that a selected candidate has either provided false information during the application process or that the candidate will be unable to obtain the required license, then an offer of apprenticeship may be rescinded.

2. NONDISCRIMINATION

The JATC and its subcommittees will not show discrimination in the administration of the Training Program because of race, color, religion, national origin, age (except apprentices must be at least 18 years of age at the time of indenture), gender, or other protected class.

3. PROBLEMS/COMPLAINTS

Any apprentice who has a problem, either on the job or in school, shall contact the Training Director by phone, letter, email, or in person. If the Training Director cannot solve the problem, the problem will be referred to the local subcommittee for appropriate action.

Any apprentice who wants to appear before the local subcommittee may do so by making a request through the

Training Director; the Training Director will inform the apprentice of the time and location of the next meeting.

Any apprentice, Journeyman, employer, or other person having a complaint against any other person regarding violation of this Statement of Policy or the Local Apprenticeship Training Standards shall put their complaint in writing to the Training Director.

The Training Director will acknowledge the complaint in writing, stating that when the complaint will be brought to the attention of the local subcommittee. This may be at the next regular meeting of the Committee, or at a special meeting called by the Chairman of the subcommittee or the Training Director. The subcommittee will take appropriate action.

4. PAY PERIOD ADVANCEMENTS

Apprenticeship consists of a minimum of 8,000 hours of on-the-job training and a minimum of 900 hours of related classroom training before being advanced to Journeyman status. Hours missed due to sickness; accidents; hospital or bench time cannot be counted as on-the-job hours as no electrical training has been received.

Reclassification (advancement) in pay period is based on the following:

- a. Sufficient on-the-job training hours worked since last advancement.
- b. Satisfactory attendance and grades in related classroom training.
- c. Satisfactory progress in practical hands on applications.
- d. Satisfactory Employer and Journeyman Report.
- e. Job reports turned in on time.
- f. All fees and/or fines paid.
- g. Acquiring and maintaining the required State license.
- h. Registration with Selective Service (In order to qualify for funding per apprentice, the Texas Workforce Commission (TWC) requires that all male apprentices must be registered with Selective Service as required by law. Although this requirement **WILL NOT** prevent an apprentice from receiving pay period advances, each male apprentice selected shall make every effort to provide proof of Selective Service registration.).

AS AN APPRENTICE IN THE TIME-BASED APPRENTICESHIP PROGRAM, PERIODIC ADVANCES ARE PRESENTLY AWARDED ACCORDING TO THE FOLLOWING SCHEDULE.

Period	Percent of Journeyworker Rate	Minimum Accumulative OJT Hours	+	Related Training
1	50 %	0	+	N/A
2	52.5 %	1000	+	Satisfactory Progress
3	55 %	2000	+	1 st Year School Completed
4	65 %	3500	+	2 nd Year School Completed
5	75 %	5000	+	3 rd Year School Completed
6	85 %	6500	+	4 th Year School Completed
Completion	100%	8000	+	5 th Year School Completed

At the time of registration of these Standards, the Journeyworker rate is (\$25.15 Amarillo) (\$20.34 Lubbock). The Registration Agency will be notified of all changes to the Journeyworker rate in a timely manner.

[Example: To advance to third period, one must have satisfactorily completed the first year of related training and must also have accumulated 2,000 hours of OJT with satisfactory performance.]

Advancements to each period are to be effective on the first day of the month. If an apprentice is within eighty (80) hours of the time required for promotion, the apprentice will be promoted on the first day of the following month. If an apprentice is NOT within eighty (80) hours, then the promotion would be made the next month.

(EXAMPLE: An apprentice has 920 hours at the end of June. The apprentice would be promoted from 1st period to 2nd period effective July 1. An apprentice with 919 hours at the end of June would be promoted from 1st period to 2nd period on August 1.)

5. PROBATIONARY PERIOD

Each apprentice will serve a probationary period. This is 2,000 hours of actual employment combined with successful completion of the related classroom training. During this period, the local subcommittee may terminate an apprentice for cause without a hearing. After the probationary period, the local subcommittee may still terminate an apprentice, but the apprentice is allowed a hearing before the local subcommittee.

6. COMPLETION OF PROGRAM

There are three requirements to complete the West Texas Electrical JATC apprenticeship program:

1. Obtain a minimum of 8000 hours of on-the-job training
2. Satisfactory completion of the Electrical Training Alliance's five-year course study
3. Obtain the appropriate jurisdictional license (i.e. TDLR issued journeyman license).

When these requirements are met, the JATC will notify the Electrical Training Alliance, the Bureau of Apprenticeship and Training, the apprentice's current employer, the IBEW Local Union, and the NECA chapter.

Upon completion of items one (1) and two (2) above, an apprentice will have six (6) months to complete item three (3). If all three requirements are not met within the appropriate time, the indenture (registration) with the Department of Labor (DOL) of the apprentice will be terminated and they will not receive a completion diploma. A termination of indenture (registration) with the DOL will initiate a transfer of the apprentice to the Construction Electrician classification with a pay rate change to the corresponding Construction Electrician pay level based on the Construction Electrician Memorandum of Understanding (MOU).

7. JOB ASSIGNMENTS

The Apprentice Committee is charged with transfers and assignments of all apprentices. Apprentices do not fall under the "Referral Procedure," but are assigned by the Committee through the Local Union Dispatcher as determined by requirements of experience, training needs, etc. The Committee will instruct the Dispatcher on where apprentices are to be assigned. Priority is given to the individual who has been out of work for the longest period.

Apprentices are expected and required to accept job assignments as directed. Apprentices who refuse a job assignment will be subject to the same penalty as those terminated for absenteeism or any cause other than layoff (See Section 29). The penalty for job assignment refusal will only apply for refusals in the home jurisdiction of the apprentice (For example: An Amarillo apprentice who refuses a job assignment in the Lubbock jurisdiction will not be penalized).

Apprentices are not allowed to solicit their own jobs.

Job transfers of the apprentice to another jurisdictional area must be approved in advance by both the apprentice's home JATC and the JATC to which the apprentice will be travelling. All apprentices working out of the jurisdiction due to local unemployment, will do so only until employment is available locally. Out of jurisdiction assignments will be handled through the JATC so that the necessary classroom training may be arranged.

Apprentices shall not seek employment nor be employed in the Electrical Construction Industry other than being assigned by the JATC. Violation of this Policy shall be cause for Committee action and could result in termination from the Program.

8. REDUCTION OF FORCE (ROF)

Following severance, all apprentices will report to the appropriate Local Union office to fill out the Employment Register. Termination slips must be presented when registering for new work assignments. The Training Director may recognize vacation time. Out of work apprentices are required to provide a telephone number(s) in which they can be reached.

9. TERMINATION

Apprentices are not authorized to quit a job (a requested layoff is considered a quit). If an apprentice feels that he/she needs to be transferred to another employer, they must request a meeting with the local subcommittee. If a termination is for reasons other than an ROF or rotation, then the apprentice will be required to appear before the local subcommittee at its next regularly scheduled meeting.

10. ROTATION

To vary the experience gained; apprentices are rotated to another shop after they have worked for a contractor for a period of one year, or as close thereto as practical. When apprentices are reassigned to a contractor, the size of the shops worked in, the type of work and/or type of job is taken into consideration. Rotating apprentices close to home is nearly impossible and therefore not practiced. Those apprentices who have been at their current contractor for less than six (6) months will not be required to rotate. All fifth (5th) curriculum apprentices may choose to stay at their current contractor, at the contractor's discretion. However, if they choose to rotate and the rotation is acceptable to their current employer, the contractor they rotate to will be determined by the Committee. All rotation schedules will be at the discretion of the Committee.

11. WORK REPORTS

A Work Report must be COMPLETELY and ACCURATELY filled out by the 15th of each month. Proper processing of Work Reports is the responsibility of the apprentice.

An apprentice who is late, or fails to complete a report, will have future pay increases delayed one month for each late or delinquent Work Report. Work Reports will be submitted using the TradeSchool Web Services.

All hours will be verified. Falsifying Work Reports is a violation of this Policy and will result in disciplinary action. Failure to maintain a favorable Journeyman's Evaluation of Apprentice Report on performance, attitude, and appearance, could cause your pay period advance to be delayed.

12. APPRENTICE LICENSE/DRIVER'S LICENSE

Apprentices are required to obtain an apprentice license from the Texas Department of Licensing and Regulation (TDLR) before they will be allowed to work. Also, an apprentice is required to maintain a current license for the duration of their apprenticeship to maintain employment and to advance through their apprenticeship.

A valid driver's license (minimum Class C) is required for acceptance into the program. After the offer of apprenticeship and prior to registration with the Department of Labor, an applicant will be required to provide official documentation that shows (a) their license is valid and (b) their record for the previous three (3) years. During their apprenticeship, an apprentice may be required to provide this same verification prior to each work assignment.

13. CLASSROOM ATTENDANCE

All apprentices are in the training program by their request and are expected to attend all classes of related training each school year. The apprentice must understand that the related training hours are counted in the total requirements needed to obtain journeyman status; therefore, attendance is mandatory.

Apprenticeship classes will be scheduled by the Training Director and approved by the Committee. The start/end time and day of the week for classes will be given to each apprentice at orientation. It may be necessary throughout the year to reschedule certain classes due to work situations encountered by the instructors. If an apprentice is uncertain about any scheduling, he/she needs to contact the Training Director or his/her instructor.

Absences or tardiness may result in a delay of advancement to the next pay period.

14. ABSENTEEISM

Each apprentice shall attend all class hours of related training each school year. Absence tardiness may result in delay of advancement to the next pay period.

An apprentice must contact the local Training Office as soon as he/she becomes aware that they will not be in class or as soon thereafter as possible. Notify the Training Office by email or leave a message on the answering machine, if no one is available to take your call-in person.

All apprentices will be required to turn in a completed absentee excuse form for all absences. All absentee excuses will be reviewed by the local subcommittee. Absences will either be "excused" or "unexcused."

If the absentee excuse form is not returned to the Training Office within two (2) weeks following an absence, the absence will be deemed "unexcused" by the Committee.

Examples of excused absences include:

- a. Birth of a child**
- b. Illness (doctors' statement must be turned in)**
- c. Death of immediate family (father, mother, brothers, sisters, Etc.) (Proof must be furnished)**
- d. Pre-makeup Classes-If an apprentice knows in advance that he/she will miss a class, then they can pre-makeup the class with no penalty.**
- e. Out of town work – This applies when an apprentice is working out of town and will be required to miss an entire class. The apprentice should make every effort to attend each class even if the result is a tardy. Documentation from the apprentice's employer is required.**

A makeup class will be required for any class missed.

Three "tardies" or "left early" or any combination thereof, shall constitute an absence and a makeup class will be required. Habitual tardiness will require the apprentice to meet with the Committee and could result in disciplinary action.

When an apprentice has three (3) "unexcused" absences in one year, including three (3) "tardies" or "left early" as being equal to one absence; or an "unexcused" absence from an assigned makeup class; the apprentice's **ADVANCEMENT TO THE NEXT PAY PERIOD WILL BE DELAYED ONE MONTH.** The individual will be required to attend the next Committee meeting and explain the reason for not being able to attend classes regularly.

All classes will be made up prior to completion of program. If necessary, an apprentice will be required to attend classes after his/her class has completed.

15. MAKE UP CLASSES

Makeup classes shall be completed on Alternate School Nights. Apprentices are required to check in and out with an instructor to be given credit for a makeup class.

These classes may be classroom lecture style or hands on type classes. All apprentices will be required to bring the current National Electrical Code book, their regular class training materials, along with their hand tools.

An apprentice will be required to attend the makeup class for the total amount of time missed, if the makeup class is for an "excused" absence.

An apprentice will be required to attend the makeup class for the total amount of time missed, plus pay a twenty-five dollars (**\$25.00**) fine if the makeup class is for an "unexcused" absence. Fines will be invoiced and added to the training fees owed. Anyone arriving late for a make-up class will not be admitted into class.

Make up classes should be completed within one (1) month of the absence. If an apprentice fails to make up an absence in a timely manner, the apprentice will be scheduled to attend makeup class(es) with the Training Director. The following penalties will apply for not attending a scheduled makeup class:

Failure to attend a makeup class when scheduled and notified, will result in an additional makeup class being assigned and **ADVANCEMENT TO THE NEXT PAY PERIOD WILL BE DELAYED ONE MONTH, IF THE ABSENCE IS UNEXCUSED**. An unexcused absence of a makeup class will cause an assessment of **\$50.00** to be levied for the next makeup class. If there is a second (2nd) unexcused absence of a makeup class, an assessment of **\$75.00** will be levied for the next makeup class.

All classes should be made up by the end of the school year; if not, the classes will carry over into the next school year, and the apprentice will not receive the pay period advancement that usually accompanies successful completion of school.

All classes will be made up prior to completion of apprenticeship.

Apprentices will be notified by email if they are scheduled for a makeup class with the Training Director.

16. CONDUCT

Apprentices are expected to be attentive at all classes and will conduct themselves in a manner that is not detrimental to the apprenticeship program. Instructors have full authority to regulate behavior in classrooms and in the building.

DISRUPTION OF CLASS OR ABUSE OF AN INSTRUCTOR MAY RESULT IN DISMISSAL FROM THE PROGRAM.

Problems and discussions that do not relate to the job or related training portion of your apprenticeship will not be taken up during class hours.

All staff, instructors, and apprentices will conduct themselves and all related training activities in such a manner to not permit or allow for any kind of racial or sexual misconduct/harassment within the program.

The Sexual Harassment Policy should be consulted for further information.

17. GRADES

An overall test average of 80 and an overall grade average of 80 (each semester if applicable) shall be considered passing. If any apprentice scores below 75 on any test, **ADVANCEMENT TO THE NEXT PAY PERIOD MAY BE DELAYED.**

The Training Director shall report all failures to the Committee. An average below 80 at the end of the school year will result in cancellation of indenture for first year apprentices, and a repeat of the year for apprentices, second year and above.

Each apprentice shall do their own work. Any assistance needed shall be obtained from the instructor. An apprentice shall not, under any condition, make their completed workbook, test papers, or assignment sheets available to any other apprentice or in any manner assist them in the evasion of performing their work.

All work assignments shall be completed on time. If absent, an apprentice is obligated to find out what assignments were missed and arrange to make it up. Any apprentice who reports to class with an incomplete assignment will be counted absent for the class.

Any missed test must be scheduled for makeup within one month or the grade will be an automatic and permanent zero. All makeup tests will be delivered during makeup classes. A test missed because of an unexcused absence will be minus ten (10) points when made up.

Missing a total of three (3) tests during the year, will require an apprentice to repeat the school year, with no pay period advancements until the year is satisfactorily completed.

Apprentices who have attained a final grade average of 90% or better in a given school year and have not assessed any penalties for violations of this Policy, will have an 80-hour early advancement for their next promotion.

18. TRAINING FEES

Payment of training fees is due and payable by the first night of class. Any apprentice who does not remit the total training fee by the first night of class will be required to sign a Wage Reduction Authorization Agreement (Payroll Deduction) or will not be allowed to attend class. Any fines assessed during the apprenticeship will be paid utilizing payroll deduction. A sample Wage Reduction Authorization Agreement is shown in Appendix A.

19. TRAINING MATERIALS IN CLASS

All apprentices must bring all required training materials to class each night. Additionally, some instructors require apprentices to bring their tools to participate in hands on training. Failure to bring these items may cause an apprentice to be counted absent for the night.

20. PERSONAL APPEARANCE

The apprentice represents the Electrical Construction Industry to the public. An employer may require the apprentice to observe certain dress and hair grooming codes for reasons of their company policy or

for safety. An apprentice will be in direct contact with the public on many jobs and especially on residential and service work.

The apprentice shall be neat about their personal appearance. Any apprentice that reports to either work or school, in dress or appearance that is considered unacceptable to an employer or an instructor shall be subject to Committee action.

21. DEFACING BUILDING, DESKS, OR EQUIPMENT

There shall be no deliberate defacing or other destruction of any building property including desks, chairs, walls, training equipment, vending machines, etc. Feet shall not be placed upon walls, desks, chairs, etc.

22. DRUGS OR ALCOHOL

No alcoholic beverages or drugs (except personal prescription) will be allowed anywhere on the premises. The use, distribution, or presence of a controlled substance, illegal drug; or alcohol will not be tolerated. Being under the influence of alcohol or drugs during class or on the job will result in the procedures set forth in the JATC Alcohol and Drug Policy. Personal prescriptions must be cleared through the Training Director.

23. FOOD AND DRINK

Most instructors will allow apprentices to bring food and drink into the classroom; due to the fact some apprentices are required to work late, or out-of-town. However, apprentices are required to clean up their messes, and dispose of all cups, wrappers, bags, etc., into a dumpster outside the building. Apprentices will keep all classrooms, break areas, training labs, etc., neat, and clean.

If any food or drink is brought into the classroom, it must be brought in before classes start. Leaving the premises and then returning after class has started will not be allowed.

24. TOBACCO PRODUCTS

There will be no tobacco use (smoking, chewing, or dipping) inside the building.

25. TELEPHONE

No long-distance calls are to be made from the telephone. All telephone conversations should be limited to three (3) minutes by everyone to allow others to use the telephone. There will be no phone usage during class time. Anyone using the phone during class time, without permission, will be marked "tardy" for class. Abuse of telephone privileges will result in removal of the telephone.

26. BEEPERS/CELLULAR TELEPHONES

There will be no beepers, pagers, or cellular telephones allowed during class time unless for medical reasons and cleared through the Training Director.

27. WEAPONS

Weapons are not allowed on Committee premises or at Committee activities.

All persons shall be strictly prohibited from possessing or using any type of weapon, as defined in the Texas Penal Code, concealed or otherwise, on the property owned by the Committee, or other areas used by the Committee in the pursuit of Committee activities. Employees of the Committee shall notify law enforcement authorities immediately when it is made known that an individual is violating this Policy.

Any Apprentice found to be in violation of this Policy shall be terminated from the Program. All others found to be in violation of this Policy shall be barred from Committee property and activities.

28. INCLEMENT WEATHER

Should inclement weather (i.e.; ice, snow, etc.) be apparent on the student's scheduled class nights, call the local Training Center office after 4:30 p.m., to verify that classes have been canceled.

Any class missed due to inclement weather will be rescheduled and made up. The instructor will establish the time and date of the rescheduled class and will coordinate with the Training Director in notifying the affected apprentices.

29. TERMINATION FROM EMPLOYER

Apprentices are expected to work a full 40-hour week if work is available. Each apprentice shall notify his/her employer before the start of the workday if he/she is unable to attend work or start on time. Regular attendance is required for satisfactory progression in the program. Excessive absenteeism or tardiness, and/or failure to inform your employer that you will miss work are violations of this policy and will not be tolerated. The apprentice will make every effort to notify the proper person(s) on the job when he or she will be late or absent from work.

An apprentice who is terminated from his/her employer for reasons including, but not limited to the following:

- a. Excessive absenteeism or tardiness from work
- b. Insubordination
- c. Misconduct on the Job
- d. Work not Satisfactory
- e. Job assignment refusal (in home jurisdiction only)

Will be subject to the following disciplinary action(s):

- a. The First such termination: Suspension for ten (10) working days from job assignment only. Apprentices will then be reassigned if work is available.
- b. The Second such termination: Suspension for one (1) month from job training assignments only and summoned to appear before the Committee. Apprentices will then be reassigned if work is available.
- c. The Third such termination (found to be valid): Cancellation of indenture and termination from the Program.

30. QUITTING OR TERMINATION FROM THE PROGRAM

An apprentice who quits or is terminated from the program will lose: his/her employment; the ability to work under the referral procedure; his/her apprentice classification (classification will be changed to NONE.)

Additionally, this person will not be assigned to any job, or be allowed to continue to work in any classification, or participate in any related training (unless they are reinstated in the apprenticeship program as per the Local Apprenticeship Standards) until two (2) years after their class has completed apprenticeship and they have gained related knowledge and job skills to warrant classification.

31. CANCELLATION OF APPRENTICE AGREEMENT

AMONG THE CAUSES FOR WHICH THE COMMITTEE HAS THE AUTHORITY TO CANCEL THE AGREEMENT OF AN APPRENTICE EITHER DURING OR AFTER THE PROBATIONARY PERIOD, ARE AS FOLLOWS:

- a. Evidence of fraud or misrepresentation on the apprentice's original application.
- b. Failure to progress satisfactorily in the classroom instruction given each apprentice.
- c. Unsatisfactory progress in on the job training.
- d. Failure to keep the required records of the on-the-job training and to promptly submit these records to the Committee as required.
- e. Absenteeism.
- f. Failure to comply with the rules and regulations of the Committee.
- g. Other sufficient causes as determined by the Committee.

Situations not covered in the Statement of Policies will be dealt with on an individual basis by the Committee.

32. COMMITTEE NOTIFICATION

If an apprentice is called to appear before the Committee or subcommittee, and fails to report as scheduled, and fails to show good cause for not reporting, then he/she will have their next advancement delayed for three (3) months.

33. CHANGE OF CONTACT INFORMATION

Any apprentice who changes their address, email address, or telephone number must notify the Training Director, the Health and Welfare Office, and the Local Union immediately, in order that the records be current.

34. POLICY AMENDMENTS

The West Texas Electrical JATC reserves the right to amend, add or delete any part of this policy without effect on the parts remaining.

These revised policies shall supersede all previous Committee Policies.

APPENDIX A

Wage Reduction Authorization Agreement (SAMPLE)

I <<Name First MI Last>> (Apprentice) understand and agree that my employer, <<Current Contractor>>, may hereafter deduct money from my pay for the reason stated below:

For my participation in the apprenticeship program, I authorize <<Current Contractor>> to complete a payroll deduction on a weekly basis for fees and fines related to the apprenticeship program. <<Current Contractor>> is authorized to reduce my pay by \$20.00 (Twenty Dollars) per week in order to fulfill my obligations for the apprenticeship program.

I understand that this agreement concerning my compensation and benefits does not modify the at will employment relationship between myself and <<Current Contractor>>; does not constitute a commitment by <<Current Contractor>> to employ me for any particular length of time; and does not restrict either <<Current Contractor>> or myself from ending the employment relationship at any time for any reason, with or without notice (except as outlined in the West Texas Electrical JATC Statement of Policy).

I agree that <<Current Contractor>> may deduct money from my wages and forward these funds to the West Texas Electrical JATC Trust fund on a monthly basis. I further understand that <<Current Contractor>> has stated its intention to abide by all applicable Federal and Texas wage and hour laws and that if I believe that any such law has not been followed, I have the right to file a wage claim with appropriate Texas and Federal agencies.

Apprentice Name (Print) _____

Signature of Apprentice

Date

Signature of JATC Rep.

Date

ARTICLE V APPRENTICESHIP & TRAINING

Section 5.01: There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.)

Section 5.02: All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a (4) Four year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Section 5.03: Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 5.04: There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

Section 5.05: The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 5.06: To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 5.07: All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has

completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Section 5.08: The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Section 5.09: Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 5.10: To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualification for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer - agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage and hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

Section 5.11: The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.12: Each job site shall be allowed a ratio of 3 apprentice(s) for every 1 Journeyman Wiremen(man) .

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
etc.	etc.

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 5.13: An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Section 5.14: Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

Section 5.15: The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Section 5.16: All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is: forty cents (\$0.40) per hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

**REVISION OF LOCAL APPRENTICESHIP
AND TRAINING STANDARDS**

FOR THE

**West Texas Electrical Joint
Apprenticeship & Training Committee**

**Representing
the**

**West Texas Chapter
National Electrical Contractors Association, Inc.**

And

**Local Union No. 602
International Brotherhood of Electrical Workers**

**O*NET-SOC CODE: 47-2111.00
RAPIDS CODE: 159**

Steven D. Opitz, Regional Director

**June 4, 1946
Registration Date**

**TX012460003
Registration Number**

Revision Date

The legal requirements related to apprenticeship that apply to registered apprenticeship programs are contained in 29 U.S.C. 50 and Title 29, CFR parts 29 and 30. Every effort has been made to ensure that the information in these Apprenticeship Standards is accurate and up-to-date.

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Procedure for Registering New Standards or Amending Existing Standards

1. The local JATC will obtain a copy of the National Guidelines for Apprenticeship Standards. Using these National Guidelines for Apprenticeship Standards, the local JATC will indicate all appropriate local determinations where a specific entry by the JATC is required.
2. With local determinations made, the JATC will officially adopt the Standards. The date of adoption will be indicated when the Standards are submitted to the NJATC. Using the NJATC's On-line Standards Registration Process, the JATC will send its "marked-up" Standards to the NJATC for review and approval.
3. If the local JATC wishes to amend the language contained within the National Guidelines for Apprenticeship Standards in any manner whatsoever, they shall indicate same at the appropriate point in the On-line Registration Process. Supportive documentation may also be included. All proposed modification appears. All modifications shall be clearly indicated.
4. The NJATC will review the submitted local Standards including any proposed additions and/or modifications. When properly approved and signed by the NJATC, the new custom local Apprenticeship Standards will be emailed directly to the JATC. The JATC will then print seven (7) copies of the approved local Apprenticeship Standards. The JATC Chairman and Secretary will then sign and date (be sure to use the original adoption date shown at the top of the page) all seven (7) signature pages.
5. The local JATC will then forward all seven (7) copies of the local Standards to the Registration Agency along with copies of the JATC's Selection Procedures and Affirmative Action Plan. [THE JATC SHOULD MAKE A DUPLICATE COPY OF THE SUBMITTED PACKAGE FOR THEIR RECORDS.]
6. The Registration Agency will review the submitted local Standards. When approved, the local Standards will be signed by the Registration Agency Representative. The Registration Agency will retain at least one copy and return the remainder to the local JATC. The local JATC will forward one (1) copy to the NJATC, provide one (1) copy to the NECA Chapter, provide one (1) copy to the IBEW Local Union and retain the remaining copies—filing them in a secure manner.
7. Local Standards and modifications to the Standards shall not be implemented prior to the approval and registration of the Standards—first by the NJATC and then by the Registration Agency. This is in compliance with IBEW Basic Laws and Policies, Category-One Contract Language, Industry Policy and the Certified National Guidelines for Apprenticeship Standards.
8. If you have any difficulty using the NJATC's On-line Standards Registration Process, please contact the NJATC directly for guidance and assistance.

FOREWORD

The terms Journeyworker, Journeyworker Wireman, and Craftsmanship, as used in these Standards, are meant to define a recognized level of competency and include both male and female.

The science of electricity is constantly changing and expanding at an ever increasing rate. From its inception, the electrical industry has kept pace with new technologies and is now one of the largest industries in the United States. This rapid expansion means that the electrical apprentice must be given sound basic training in the knowledge of the occupation, supplemented by sufficient instruction in the theories of electrical science.

The electrical occupation is unique in that it is mechanical, technical and professional. In order to meet industry demands in an ever evolving technological environment, the electrical industry must select individuals who have the aptitude to learn and develop the knowledge, skills and abilities necessary to proficiently perform the individual job tasks associated with the work processes of the occupation. The industry must select and train individuals who will diligently work and study to stay abreast of current and future emerging technologies.

The Electrical Industry, by its very nature, places a high degree of personal responsibility on each individual. While supervision is most often provided on the job, the electrical worker is constantly called upon to make decisions concerning proper performance methodology.

Today's electrical installations are very complex and highly sophisticated. Faulty installations often prove to be extremely expensive and hazardous. Much of the complex wiring involved in the work is hidden from view when the job is completed; any defect in this hidden work can cause serious damage and prove to be extremely costly. The well-trained electrical worker takes pride in the appearance of their work, and in its technical correctness and structural soundness.

The Joint Apprenticeship and Training Committee (JATC), representing the parties to the local Collective Bargaining Agreement (CBA) - The National Electrical Contractors Association (NECA) and The International Brotherhood of Electrical Workers (IBEW) - has dedicated its time to develop an efficient training program so the apprentice can, through a systematic program of schooling and on-the-job training, become a well-qualified electrical worker. The degree of success the JATC has in its operation will depend entirely upon the willingness of all local parties of the electrical industry to cooperate in this joint activity. Quality training remains a high priority with the IBEW and NECA.

All functions of the JATC shall be on the basis of a nonprofit endeavor. The JATC will adopt and promote nationally developed Apprenticeship Standards and Curricula to insure quality apprenticeship and training for the industry in the best interest of the apprentice, management, labor, the customer and the public.

DEFINITIONS

The following definitions apply to terms and acronyms commonly used throughout this document.

ACE - American Council on Education

APPRENTICE - Any individual employed by the employer meeting the qualifications described in the Standards of Apprenticeship who has signed an Apprenticeship Agreement with the local *Sponsor providing* for training and related instruction under these Standards, and who is registered with the Registration Agency.

APPRENTICE ELECTRONIC REGISTRATION (AER) - Is an electronic tool that allows for instantaneous transmission of apprentice data for more efficient registration of apprentices and provides Program Sponsors with a faster turnaround on their submissions and access to their apprenticeship program data.

APPRENTICESHIP AGREEMENT - The written agreement between the apprentice and the Sponsor setting forth the responsibilities and obligations of all parties to the Apprenticeship Agreement with respect to the Apprentice's employment and training under these Standards. Each Apprenticeship Agreement must be registered with the Registration Agency.

APPRENTICESHIP COMMITTEE (COMMITTEE) - Apprenticeship Committee (Committee) means those persons designated by the sponsor to act as an agent for the sponsor in the administration of the program. A committee may be either joint or non joint as follows:

- A. A joint committee is composed of an equal number of representatives of the employer(s) and of the employees represented by a bona fide collective bargaining agent(s).

APPRENTICESHIP PROGRAM - A plan (Standards of Apprenticeship) containing all terms and conditions for the qualification, recruitment, selection, employment and training of apprentices, including such matters as the requirement for a written apprenticeship agreement.

CERTIFICATE OF COMPLETION OF APPRENTICESHIP - The Certificate of Completion of Apprenticeship issued by the Registration Agency to those registered apprentices certified and documented as successfully completing the apprentice training requirements outlined in these Standards of Apprenticeship.

CANCELLATION - The termination of the apprenticeship agreement

CBA - Collective Bargaining Agreement

CEU - Continuing Education Units

COLLECTIVE BARGAINING AGREEMENT (CBA) - The negotiated agreement between the Union and signatory employers that sets forth the terms and conditions of employment.

CPR - Cardiopulmonary Resuscitation

DIRECT ENTRY - Qualifying applicants are directly admitted into the apprenticeship program. All post selection requirements remain in force.

DIRECT INTERVIEW - Qualifying applicants go directly to oral interview and are placed in the eligibility pool.

DOL - U.S. Department of Labor

EEO - Equal Employment Opportunity

ELECTRONIC MEDIA – Media that utilizes electronics or electromechanical energy for the end user (audience) to access the content and includes, but is not limited to, electronic storage media, transmission media, the Internet, the extranet, lease lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic media and/or interactive distance learning.

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

GED - General Educational Development Certificate

IBEW - International Brotherhood of Electrical Workers

JOURNEYWORKER - A worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required for the occupation. (Use of the term may also refer to a mentor, technician, specialist or other skilled worker who has documented sufficient skills and knowledge of an occupation, either through formal apprenticeship or through practical on-the-job experience and formal training.)

JATC - Joint Apprenticeship and Training Committee

NECA - National Electrical Contractors Association

NJATC - National Joint Apprenticeship and Training Committee for the Electrical Industry

OA - U.S. Department of Labor, Office of Apprenticeship

OJT - On-The-Job Training

O*NET-SOC CODE - The Occupational Information Network (O*NET) codes and titles are based on the new Standard Occupational Classification (SOC) system mandated by the federal Office of Management and Budget for use in collecting statistical information on occupations. The O*NET classification uses an 8-digit O*NET-SOC code. Use of the SOC classification as a basis for the O*NET codes ensures that O*NET information can be readily linked to labor market information such as occupational employment and wage data at the national, State, and local levels.

OSHA - Occupational Safety and Health Act

PROBATIONARY PERIOD - Defined period of time during which the apprenticeship agreement may be terminated by either party to the agreement upon written notice to the Registration Agency. In no case shall the probationary period exceed 25% of the program length or one (1) year; whichever is shorter.

PROVISIONAL REGISTRATION - Means the one-year initial provisional approval of newly registered programs that meet the required standards for program registration, after which program approval may be made permanent, continued as provisional, or rescinded following a review by the Registration Agency, as provided for in the criteria describe in §29.3 (g) and (h).

REGISTERED APPRENTICESHIP PARTNERS INFORMATION DATA SYSTEM (RAPIDS) - The Federal system which provides for the automated collection, retention, updating, retrieval and summarization of information related to apprentices and apprenticeship programs.

REGISTRATION AGENCY - Means the U.S. Department of Labor, Office of Apprenticeship or a

recognized State Apprenticeship Agency that has responsibility for registering apprenticeship programs and apprentices; providing technical assistance; conducting reviews for compliance with Title 29, CFR parts 29 and 30 and quality assurance assessments.

RELATED INSTRUCTION - An organized and systematic form of instruction designed to provide the apprentice with knowledge of the theoretical and technical subjects related to apprentice's occupation. Such instruction may be given in a classroom, through occupational or industrial courses, or by correspondence courses of equivalent value, electronic media, or other forms of self-study approved by the Registration Agency.

SPONSOR - The JATC in whose name the local Standards of Apprenticeship are registered and that will be responsible for administering and operating the registered apprenticeship program.

STANDARDS OF APPRENTICESHIP - This entire document including all appendices and attachments hereto, and any future modifications or additions approved by the Registration Agency.

SUPERVISOR OF APPRENTICE(S) - An individual designated by the program sponsor to supervise or have charge and direction of an apprentice.

TIME-BASED OCCUPATION - The time-based approach measures skill acquisition through the individual apprentice's completion of at least 2,000 hours of on-the-job learning as described in a work process schedule.

TRANSFER - A shift of apprenticeship agreement from one program to another or from one employer within a program to another employer within that same program, where there is agreement between the apprentice and the affected apprenticeship committee or program sponsor.

UNION - Means the International Brotherhood of Electrical Workers and any of its affiliated Local Unions party to an appropriate labor agreement between the parties.

WRITTEN INDUSTRY RECOMMENDATION – A letter (on business letterhead) from a contractor, business agent, organizer, supply house, etc. recommending an applicant.

SECTION I - Policy

- A. The local apprenticeship and training program shall be administered by the Joint Apprenticeship and Training Committee (JATC). All parties and all apprentices shall conform to these Standards.
- B. All JATC Standards will be registered with, and approved by, the National Joint Apprenticeship and Training Committee (NJATC) prior to being submitted to the appropriate Registration Agency and locally implemented.
- C. These Standards, after proper registration with the Registration Agency, shall supersede all previous JATC Standards. However, Apprenticeship Agreements in force under preceding Standards shall remain in force unless changed by written consent of the apprentice, the JATC and the Registration Agency.
- D. All entities and/or individuals cooperating in these Standards shall refer all matters involving any apprentice or pertaining to apprenticeship and training to the JATC. The JATC shall take action and dispose of all apprenticeship matters before action is reported to, or acted upon by, the sponsoring organizations (see Section XXI).

In the event the JATC cannot resolve an issue not covered by these Standards, the matter in dispute (excluding EEO complaints) shall be referred to the sponsoring parties for settlement. EEO complaints and non-CBA issues may be taken to the Registration Agency by either the JATC or the apprentice.

The provisions of these Standards shall not be construed as permitting violation of any applicable local, State or Federal law or regulation having the effect of law.

These Standards shall not be interpreted as being inconsistent with existing or subsequent CBA language establishing higher standards—the higher standard shall always prevail.

- E. The jurisdictional area which these Standards cover shall be the wage area as set forth in the local CBA.

SECTION II - Composition of Joint Committee

- A. The JATC shall be composed of six (6) members: three (3) who are qualified and duly appointed in writing (See Appendix A) to represent the NECA Chapter (must be members or employees of NECA and active in the Industry), and three (3) who are qualified and duly appointed in writing to represent the IBEW Local Union (must be members or staff of the IBEW and active in the Industry). Each party shall have equal representation. Members of the JATC shall be appointed in writing by the party they represent.
- B. The term of office shall be for three (3) years. The term of one (1) employer representative and one (1) union representative shall expire each year on December 31. A committee member may be reappointed. Any reappointment shall also be in writing for the same specified term.
- C. The Committee shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges (as set forth in the basic CBA).
- D. Any vacancy created as a result of members leaving the JATC prior to the expiration of their appointment, shall be filled by the appropriate party to complete the unexpired term (the appointment shall be in writing). Any JATC officer or member may be removed by the sponsoring organization upon recommendation of a majority vote of the JATC for

dereliction of duty, breach of confidentiality or misconduct as a member/trustee. Such a recommendation shall be forwarded in writing to the proper sponsoring organization for action.

- E. A JATC member shall also serve as a JATC trustee. Likewise, a JATC trustee must also be a member of the JATC.
- F. JATC minutes shall reflect all appointments, reappointments, resignations and terminations of JATC members/trustees. The Committee shall adopt the model resolution attached as Appendix H regarding the confidentiality and disclosure of plan information.
- G. Due to the confidential nature of apprenticeship agreements and apprentice records and issues, all JATC meetings are to be considered as “closed meetings,” except where state law provides otherwise.
- H. Consultants and guests may be invited to attend meetings of the JATC (via invitational acceptance or approved request), but shall have no official voice and no vote. There are to be no alternate or ex officio members of the JATC. The local union Business Manager, NECA Chapter Manager or other designated sponsor representative may request to attend a JATC meeting with due notice given to the JATC.
- I. The JATC may establish or authorize a joint subcommittee to be similarly constituted and appointed for training purposes to meet a specific need, such as a Residential or TeleCommunication subcommittee. Such subcommittees shall be established at the discretion of the JATC and shall remain in place until terminated by a majority vote of the JATC. Subcommittee members shall be appointed by the sponsoring parties in the same manner that the JATC members are appointed. Members of a subcommittee may or may not be JATC members. Subcommittee members shall not serve as JATC trustees unless they also serve as JATC members.

SECTION III - Duties of the JATC

- A. The JATC shall, in conformity with the National Joint Apprenticeship and Training Committee’s (NJATC) Standards and Policies and the local CBA, adopt and establish approved Standards governing the qualifications, selection, employment, education and training of all apprentices, and register such Standards with the Registration Agency. The JATC shall also be responsible for the training of Journeyworkers and others.
- B. All funds for the operation of the apprenticeship and training program shall be held in a Trust Fund established by the IBEW Local Union and the NECA Chapter. The JATC members/trustees shall initiate and certify all expenditures of the Trust Fund.
- C. Each sponsoring party must have at least one (1) JATC member present to establish a quorum at JATC meetings.

Each sponsoring party shall have a total number of votes at JATC meetings equal to its allowable number of JATC members as stipulated in Section II, paragraph A., regardless of the number of members present. In the event the parties are divided on an issue, each party may cast its full vote as if all were present. However, a vote to abstain is an official vote, it represents one of the votes the sponsoring party is entitled to and is not counted as either a yea or a nay.

An individual member must be physically present to personally vote on JATC matters. Written (absentee) votes are not acceptable for JATC matters.

- D. The JATC shall meet at least once a month and on call of the Chairman when a specific need arises. The JATC may agree to cancel a regularly scheduled monthly meeting due to specific or unusual circumstances.
- E. The JATC may employ a Training Director. The Training Director shall assume such responsibility and authority for the day-to-day operation of the apprenticeship and training programs as is delegated by the JATC. However, all governing responsibility for the apprenticeship program rests with the JATC—including interviewing, selecting and supervising apprentices and assuring full compliance with these Standards, the Affirmative Action Plan and the Selection Procedures.
- F. The JATC shall determine the number of apprentices needed to keep the area supplied with an adequate number of Journey-level workers in the areas covered by these Standards. The JATC shall consider all factors (employment opportunities, attrition, etc.) having a bearing on the number of apprentices needed when determining the number to register. The JATC shall also consider its capability to provide on-the-job training (OJT) and related instructional training.
- G. The JATC shall select apprentices without discrimination because of race, color, religion, national origin, or sex. The applicant must meet the minimum age requirement. The JATC does not, and will not, discriminate against a qualified individual with a disability because of the disability of such individual—as per the Affirmative Action Plan and Selection Procedures made a part of these Standards.
- H. The JATC shall see that each apprentice satisfactorily completes the minimum course materials produced by the NJATC.
- I. The JATC shall strive to see that each apprentice receives supervised on-the-job experience in the work processes and job tasks as outlined in these Standards (see Section XVI).
- J. The JATC shall determine the adequacy of each participating employer to provide the apprentice the necessary training needed to gain experience in the various job tasks and work processes of the occupation.
- K. In order to provide diversity of training and/or employment opportunities, the JATC shall have full power and authority, as per the CBA, to transfer apprentices from one job or shop* to another, or from one participating employer to another. (*shop designates the complement of workers who report daily to the employer's designated place of business; e.g. the "service-truck" crew).
- L. All OJT transfers and assignments shall be issued by the JATC as set forth in the CBA, using a form similar to that shown in Appendix B of these Standards.
- M. If an unsafe worksite condition is brought to the JATC's attention, it shall be investigated immediately by the JATC and brought to the attention of the employer and the Local Union. Failure to respond to any recommendations made by the JATC shall be just cause for removing any remaining apprentices from a specific jobsite or from the employer.
- N. The JATC cannot, and does not, employ apprentices. Therefore, it is not obligated to actually employ the apprentice but shall use every effort to keep the apprentice employed in a reasonably continuous manner with the participating employers.
- O. Before selected applicants for apprenticeship are given OJT assignments, the JATC shall see that each apprentice is properly registered with the JATC (through the execution of an apprenticeship agreement) and registered with the **U.S. Department of Labor, 215 Dean A**

McGee Avenue, Suite 346, Oklahoma City, Oklahoma 73102, hereinafter referred to as the “Registration Agency.” The Registration Agency will be notified within forty-five (45) days of all new apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, modifications, completions, cancellations, and terminations of Apprenticeship Agreements and causes. The apprenticeship agreement may be canceled at the request of the apprentice, or may be suspended, canceled or terminated by the sponsor, for good cause, with due notice to the apprentice and a reasonable opportunity for corrective action, and with written notice to the apprentice and to the Registration Agency of the final action taken (see Sections XI, XII and XXI). Vacancies created by the cancellation of the apprenticeship agreement shall be filled as stipulated in Section XXI, Paragraph F.

- P. The JATC shall retain all application forms submitted along with all related documents and materials for a period of five (5) years—regardless of the application outcome. Such records shall include all announcements of apprenticeship opportunity. (See Section XXVI)
- Q. The JATC shall maintain complete and accurate records (including employment records) on all apprentices for a minimum of five (5) years following the last committee action—including graduation (see Section XXVI).
- R. The JATC shall consider and act on all matters, issues or problems concerning apprenticeship and training to the best of its ability avoiding, if at all possible, referring such to the sponsoring parties.
- S. The JATC shall establish a written Policy Statement that sets forth the policies, rules and penalties regarding conduct within the program. The policies, rules and penalties shall be consistently applied in a nondiscriminatory manner. Every registered apprentice shall be provided a copy of the Policy Statement at time of register and a copy of all subsequent modifications. A copy of the JATC’s Policy Statement and subsequent changes to it shall be submitted to the Registration Agency in a timely manner.
- T. The JATC will hear and consider all violations of its policies and rules and of the apprenticeship agreement, and shall make such rulings in a consistent and nondiscriminatory manner.
- U. The JATC shall establish and implement a written complaint procedure in accordance with Section XXI. A copy of the complaint procedure shall be provided to every apprentice.
- V. The JATC shall make an annual report to the sponsoring parties carefully reviewing its work for the preceding year, including a review of the current Affirmative Action Plan, its overall effectiveness, and changes made to the Plan as a result of the review. Such report shall not include any information identifying individual apprentices in any manner.
- W. The JATC shall call upon the NJATC and professional consultants for assistance and guidance when deemed necessary.
- X. The JATC shall work cooperatively with the NJATC in completing Industry surveys and annual reports, and in maintaining the Industry’s National Standards.
- Y. It shall be the duty of the JATC to see that all sections of these Standards, the Affirmative Action Plan, the Selection Procedures, Policy Statements, Rules and Regulations are enforced without discrimination.

SECTION IV - Qualifications & Duties of Participating Employers

An employer who is eligible to train apprentices shall be signatory to the local CBA, comply with the qualifying requirements as set forth in the basic labor agreement and be able to provide the necessary work experience for training as determined by the JATC. Participating employers must comply with all provisions of the apprenticeship program including the registered Standards of Apprenticeship, the Affirmative Action Plan and Selection Procedures, and the JATC's policies and rules. The employer shall only secure apprentices through the JATC. Qualifying employers shall contribute to the JATC Trust Fund the rate established by the joint sponsors of the JATC and/or as stipulated in the local JATC Trust Agreement.

While the apprentice is on the job site it shall be the responsibility of the Employer to provide the apprentice a safe and healthful workplace and conditions of employment and work assignments that the apprentice can safely perform.

The employer will determine the ability of its Journey-level workers to adequately train and supervise the OJT of the apprentice based upon the work processes being learned, and assign apprentices accordingly.

SECTION V - Term of Apprenticeship

- A. The JATC shall see that each apprentice completes the minimum of 8,000 hours of reasonably continuous supervised employment (OJT).

The apprentice shall participate in a minimum of **180** hours of related classroom training per year, outside the normal work hours. The JATC shall require each apprentice to satisfactorily complete the NJATC's Five-Year Inside Wireman Apprenticeship Course Material.

- B. The following table identifies minimum requirements to enter each Period of Apprenticeship.

Period	% of Journeyworker Rate	Minimum Accumulative OJT Hours	+	Related Training
1	50	0	+	N/A
2	52.5	1000	+	Satisfactory Progress
3	55	2000	+	1 st Year School Completed
4	65	3500	+	2 nd Year School Completed
5	75	5000	+	3 rd Year School Completed
6	85	6500	+	4 th Year School Completed
Completion	100	8000	+	5 th Year School Completed

At the time of registration of these Standards, the Journeyworker rate is \$25.05 Amarillo; \$20.24 Lubbock; and \$20.24 Midland. The Registration Agency will be notified of all changes to the Journeyworker rate in a timely manner.

To be advanced, the apprentice must have satisfactorily completed both requirements: OJT hours and Related Training as indicated above (see Section XIX).

SECTION VI – Wages and Fringe Benefits

Apprentices shall be employed on a stipulated hourly wage and benefits basis, as provided in the local CBA. Increases shall be subject to satisfactory progress on the job and satisfactory progress or completion of related instruction. See Section V for the periods of advancement and rates of pay.

SECTION VII - Equal Employment Opportunity Pledge

The recruitment, selection, employment and training of apprentices during their apprenticeship, shall be without discrimination because of race, color, religion, national origin, or sex. The applicant must meet the minimum age requirement. The JATC does not, and will not, discriminate against a qualified individual with a disability because of the disability of such individual. The JATC will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29, Code of Federal Regulations, part 30, as amended, and other applicable law and lawful regulations.

SECTION VIII - Qualification for Apprenticeship

A. Individuals may enter the pool of qualified applicants by any of the following means stated below. Every individual selected for apprenticeship shall come from this established pool, unless otherwise qualifying for one of the “direct entry” methods and shall serve the same probationary period required of all entering registered apprentices.

Individuals who can show that they meet the conditions in one or more of the means listed below will be afforded an oral interview or direct entry by the JATC. Once interviewed, an applicant shall remain active in the Apprentice Application Record Book, subject to selection, for a period of two (2) calendar years from the date of interview; unless they decline an offer, request to be removed from the list, or fail to qualify on applicable post-selection requirements (such as a drug screen), or they are approved for a re-interview in accordance with the JATC Selection Procedures.

Prior to selection for apprenticeship, the JATC shall undertake a background check of the applicant. The cost of the background check will be paid for by the JATC. The apprentice may be excluded from consideration, if results of the background check or other information made known to the JATC provides a basis for disqualification under the JATC's Background Check Policy. Disclosure under the Fair Credit Reporting Act will be provided to the applicant of the JATC's intention to obtain a background check for employment purposes and the applicant's consent in writing will be obtained to perform the background check. In the event the JATC intends to use the results of the background check to disqualify or expel an applicant (as a result of information disclosed by the background check), the JATC will provide the applicant (in writing) of their rights under the Federal Credit Reporting Act and provide the applicant the opportunity to dispute the accuracy or completeness of the information reported to the JATC.

1. To qualify for interview and ranking, all applicants must:
 - a. complete an application form, accurately responding to all questions and items including statements indicating that they are:
 - i. physically and mentally able to safely perform or learn to safely perform essential functions of the job either with or without reasonable accommodations.
 - ii. able to get to and from work at job sites anywhere within the geographical area that this apprenticeship program covers.

- iii. able and willing to attend all related classroom training as required to complete their apprenticeship.
 - iv. able to climb and work from ladders, poles and towers of various heights.
 - v. able to crawl and work in confined spaces such as attics, manholes and crawlspaces.
 - vi. able to read, hear and understand instructions and warnings.
- b. meet the minimum age requirement of **18** at the time of application (must provide evidence of minimum age respecting any applicable State laws or regulations).
 - c. obtain a qualifying score of **4** (minimum required is “4”) using the electrical industry’s aptitude test developed and validated by the American Institutes for Research.
 - d. be at least a high school graduate, or have a GED, or, in lieu of a high school diploma or GED, have a two- year Associate Degree or higher.
 - e. provide an official transcript(s) for high school and post high school education and training. All GED records must be submitted if applicable. (Note: schools shall be requested to obliterate reference to date of birth, years of attendance, graduation date, age, race and sex, if required by State law or regulation.)
 - f. possess a valid Driver’s License.
 - g. submit a DD-214 to verify military training and/or experience if they are a veteran.
2. Individuals who can verify (by providing undisputable documenting evidence) that they have worked a minimum of four-thousand (4,000) hours specifically in the electrical construction industry, shall submit a written Industry recommendation and may qualify for either direct interview or direct entry; as determined by the JATC if apprenticeship opportunities are available. The JATC will use standard means of evaluation (see Section X) for individuals who may qualify for direct entry or direct interview. To qualify under this provision, applicants must:
- a. complete an application form, accurately responding to all questions and items including statements indicating that they are:
 - i. physically and mentally able to safely perform or learn to safely perform essential functions of the job either with or without reasonable accommodations.
 - ii. able to get to and from work at job sites anywhere within the geographical area that this apprenticeship program covers.
 - iii. able and willing to attend all related classroom training as required to complete their apprenticeship.
 - iv. able to climb ladders, scaffolds, poles and towers of various heights.
 - v. able to crawl and work in confined spaces such as attics, manholes and crawlspaces.
 - vi. able to read, hear and understand instructions and warnings.
 - b. provide to the JATC proper, undisputable documentation that defines their experience in the electrical construction industry. This documentation must be comprised of official documents such as tax/payroll records, notarized letters of experience confirmation and sworn statements. Such documentation must remain

with the applicant's record. The JATC will examine all documentation submitted to determine qualification of the applicant and schedule an interview if needed. An absolute minimum of four thousand hours of ELECTRICAL CONSTRUCTION WORK EXPERIENCE must be proven to meet this qualification. No other form of electronic or electrical experience/training or construction experience will be given credit under this provision. If selected under this provision, the JATC will determine, using standard means of evaluation (see Section X), if OJT and/or related instruction credit will be awarded for previous training and experience.

- c. sit for the electrical industry's aptitude test developed and validated by the American Institutes for Research.
 - d. possess a valid Driver's License.
 - e. submit a DD-214 to verify military training and/or experience if they are a veteran.
3. Individuals who can verify (by providing undisputable documenting evidence) that they have worked a minimum of two-thousand (2,000) hours specifically in the electrical construction industry, will qualify for a direct interview by the JATC to be considered along with other qualified applicants. To qualify under this provision, applicants must:
- a. complete an application form, accurately responding to all questions and items including statements indicating that they are:
 - i. physically and mentally able to safely perform or learn to safely perform essential functions of the job either with or without reasonable accommodations.
 - ii. able to get to and from work at job sites anywhere within the geographical area that this apprenticeship program covers.
 - iii. able and willing to attend all related classroom training as required to complete their apprenticeship.
 - iv. able to climb ladders, scaffolds, poles and towers of various heights.
 - v. able to crawl and work in confined spaces such as attics, manholes and crawlspaces.
 - vi. able to read, hear and understand instructions and warnings.
 - b. provide to the JATC proper, undisputable documentation that defines their experience in the electrical construction industry. This documentation must be comprised of official documents such as tax/payroll records, notarized letters of experience confirmation and sworn statements. Such documentation must remain with the applicant's record. The JATC will examine all documentation submitted to determine qualification of the applicant and schedule an interview if needed. An absolute minimum of two-thousand hours of ELECTRICAL CONSTRUCTION WORK EXPERIENCE must be proven to meet this qualification. No other form of electronic or electrical experience/training or construction experience will be given credit under this provision. (Note: meeting this qualification allows the applicant to be interviewed during the normal selection process—this is NOT a form of direct entry.) If selected under this provision, the JATC will determine, using standard means of evaluation (see Section X), if OJT and/or related instruction credit will be awarded for previous training and experience.
 - c. sit for the electrical industry's aptitude test developed and validated by the American Institutes for Research.

- d. possess a valid Driver's License.
 - e. submit a DD-214 to verify military training and/or experience if they are a veteran.
4. An electrical construction employee of a non-signatory employer not qualifying as a Journeyworker when the employer becomes signatory, shall be evaluated by the JATC, using standard means of evaluation (see Section X), and registered at the appropriate period of apprenticeship based on previous work experience and related training. This is a method of direct entry. For such applicants to be considered, they must:
- a. complete an application form, accurately responding to all questions and items including statements indicating that they are:
 - i. physically and mentally able to safely perform or learn to safely perform essential functions of the job either with or without reasonable accommodations.
 - ii. able to get to and from work at job sites anywhere within the geographical area that this apprenticeship program covers.
 - iii. able and willing to attend all related classroom training as required to complete their apprenticeship.
 - iv. able to climb ladders, scaffolds, poles and towers of various heights.
 - v. able to crawl and work in confined spaces such as attics, manholes and crawlspaces.
 - vi. able to read, hear and understand instructions and warnings.
 - b. provide official, undisputable documentation to show that they were an employee performing electrical construction work prior to and at the time the employer becomes signatory.
 - c. supply the JATC with required reliable documentation and adequate verification to substantiate previous employment and experience to warrant their registration.
 - d. be deserving of advanced standing, based upon evaluation by the JATC (see Section X).
 - e. sit for the electrical industry's aptitude test developed and validated by the American Institutes for Research.
 - f. possess a valid Driver's License.
 - g. submit a DD-214 to verify military training and/or experience if they are a veteran.
5. Transfer of Apprenticeship: In order to transfer an apprenticeship agreement between two local IBEW/NECA JATCs having a registered inside apprenticeship program, the following requirements must be met. This is a method of direct entry.
- a. The apprentice must submit a written request for transfer, describing in detail the needs and reasons upon which the request is based.
 - b. The apprentice's sponsoring JATC must agree to the transfer, acting on behalf of the official program sponsors for the IBEW and NECA.
 - c. The receiving JATC must agree to accept the transfer, acting on behalf of the official program sponsors for the IBEW and NECA.
 - d. The receiving JATC shall have complete access to all apprenticeship records

pertaining to the transferring apprentice.

- e. The transferring apprentice must:
 - i. complete an application form.
 - ii. provide to the JATC official documentation pertaining to their participation in the apprenticeship program that they are transferring from. An official copy of all records established with the sponsoring JATC (including a copy of the application form and the apprenticeship agreement—properly registered with the Registration Agency) and other information submitted shall be provided to the receiving JATC. The receiving JATC will examine all documentation submitted before granting permission to transfer. All such records shall become part of the receiving JATC's permanent files.
 - iii. upon being accepted by the receiving JATC, have their existing apprenticeship agreement terminated.
 - iv. have registration proceedings initiated immediately by the receiving JATC and the appropriate Registration Agency. The Registration Agency will be provided with all documentation necessary and/or required to verify that the transfer is justifiable.
 - v. the apprentice will receive full credit for probationary time previously served.
- f. sit for the electrical industry's aptitude test developed and validated by the American Institutes for Research, if not previously completed at sponsoring JATC and is required in Qualification 1) above.
- g. possess a valid Driver's License.
- h. submit a DD-214 to verify military training and/or experience if they are a veteran.

Those accepted for transfer will be given full credit for OJT experience and related instruction successfully completed while registered in an IBEW/NECA inside apprenticeship program.

6. An individual who signs an authorization card during an organizing effort— wherein thirty (30) percent or more of the employees have signed authorization cards, whether or not the employer becomes signatory—and is an employee of the non-signatory electrical contractor and does not qualify as an IBEW Inside Journeyworker Wireman, shall be evaluated by the JATC, using standard means of evaluation (see Section X), and registered at the appropriate period of apprenticeship based on previous work experience and related training. This is a method of direct entry. All employees of the non-signatory electrical contractor must have been offered the opportunity to sign authorization cards. For such applicants to be considered, they must:
 - a. complete an application form, accurately responding to all questions and items including statements indicating that they are:
 - i. physically and mentally able to safely perform or learn to safely perform essential functions of the job either with or without reasonable accommodations.
 - ii. able to get to and from work at job sites anywhere within the geographical area that this apprenticeship program covers.
 - iii. able and willing to attend all related classroom training as required to complete their apprenticeship.

- iv. able to climb and work from ladders, poles and towers of various heights.
 - v. able to crawl and work in confined spaces such as attics, manholes and crawlspaces.
 - vi. able to read, hear and understand instructions and warnings.
- b. have previous work experience (with non-participating employer(s)) that warrants some OJT credit, based on the provision of these Standards (see Section X).
 - c. provide reliable documentation and adequate verification (which shall be recorded and securely filed in the applicant's file) to substantiate previous employment and experience, in order to qualify for direct entry under this provision.
 - d. provide official documentation to show length of employment with present electrical employer and all other previous electrical employers.
 - e. sit for the electrical industry's aptitude test developed and validated by the American Institutes for Research.
 - f. possess a valid Driver's License.
 - g. submit a DD-214 to verify military training and/or experience if they are a veteran.
7. An honorably discharged military veteran who completed military technical training school in a Military Occupational Specialty (MOS) applicable to the electrical construction industry (as determined by the JATC), and can document a minimum of two (2) years of military experience in that MOS, may qualify for either direct interview or direct entry (must apply within five (5) years from MOS experience); as determined by the JATC if apprenticeship opportunities are available. If selected under this provision, the JATC will determine, using standard means of evaluation (see Section X), if OJT and/or related instruction credit will be awarded for previous training and experience. Applicants who have served overseas and/or lived on base for a minimum of two (2) years prior to application will have any existing residency restriction waived. To qualify under this provision, applicants must:
- a. complete an application form, accurately responding to all questions and items including statements indicating that they are:
 - i. physically and mentally able to safely perform or learn to safely perform essential functions of the job either with or without reasonable accommodations.
 - ii. able to get to and from work at job sites anywhere within the geographical area that this apprenticeship program covers.
 - iii. able and willing to attend all related classroom training as required to complete their apprenticeship.
 - iv. able to climb ladders, scaffolds, poles and towers of various heights.
 - v. able to crawl and work in confined spaces such as attics, manholes and crawlspaces.
 - vi. able to read, hear and understand instructions and warnings.
 - b. have previous military work experience in an identified MOS as stipulated above.
 - c. provide reliable documentation and adequate verification (which shall be recorded and securely filed in the applicant's file) to substantiate previous military training and experience (DD-214), in order to qualify for direct entry under this provision.

- d. sit for the electrical industry's aptitude test developed and validated by the American Institutes for Research.
 - e. possess a valid Driver's License.
8. An honorably discharged military veteran will qualify for oral interview by the JATC (must apply within five (5) years from discharge date). Applicants who have served overseas and/or lived on base for a minimum of two (2) years prior to application will have any existing residency restriction waived. This is a method of direct interview. If selected under this provision, the JATC will determine, using standard means of evaluation (see Section X), if OJT and/or related instruction credit will be awarded for previous training and experience. To qualify under this provision, applicants must:
- a. complete an application form, accurately responding to all questions and items including statements indicating that they are:
 - i. physically and mentally able to safely perform or learn to safely perform essential functions of the job either with or without reasonable accommodations.
 - ii. able to get to and from work at job sites anywhere within the geographical area that this apprenticeship program covers.
 - iii. able and willing to attend all related classroom training as required to complete their apprenticeship.
 - iv. able to climb ladders, scaffolds, poles and towers of various heights.
 - v. able to crawl and work in confined spaces such as attics, manholes and crawlspaces.
 - vi. able to read, hear and understand instructions and warnings.
 - b. provide to the JATC proper, undisputable documentation of the honorable discharge from military service.
 - c. sit for the electrical industry's aptitude test developed and validated by the American Institutes for Research.
 - d. possess a valid Driver's License.
 - e. submit a DD-214 to verify military training and/or experience if they are a veteran.
9. Individuals who can verify that they have completed a structured pre- apprenticeship training program meeting minimum requirements established by the NJATC and recognized by the JATC and sponsored by community outreach groups, or by the IBEW, NECA, or by the Local, State, Regional or National Building Trades programs, or by the JATC; may qualify for either direct interview or direct entry; as determined by the JATC and available apprenticeship opportunities. The JATC using standard means of evaluation (see Section X) will determine direct entry or direct interview. To qualify under this provision, applicants must:
- a. complete an application form, accurately responding to all questions and items including statements indicating that they are:
 - i. physically and mentally able to safely perform or learn to safely perform essential functions of the job either with or without reasonable accommodations.
 - ii. able to get to and from work at job sites anywhere within the geographical area that this apprenticeship program covers.

- iii. able and willing to attend all related classroom training as required to complete their apprenticeship.
 - iv. able to climb ladders, scaffolds, poles and towers of various heights.
 - v. able to crawl and work in confined spaces such as attics, manholes and crawlspaces.
 - vi. able to read, hear and understand instructions and warnings.
- b. meet the minimum age requirement of 18 at the time of application.
 - c. provide to the JATC proper, undisputable documentation confirming that they meet the specific requirements of the pre-apprenticeship program. This documentation must be comprised of official documents such as: completion/graduation certificates, transcripts, notarized letters of confirmation and sworn statements. Such documentation must remain with the applicant's record. The JATC will examine all documentation submitted to determine qualification of the applicant. The JATC will schedule an experience evaluation interview with the applicant if it is deemed appropriate.
 - d. sit for the electrical industry's aptitude test developed and validated by the American Institutes for Research.
 - e. possess a valid Driver's License.
 - f. submit a DD-214 to verify military training and/or experience if they are a veteran.
- B. Applicants selected for apprenticeship shall be employed only with participating (signatory) employers upon becoming registered.
- C. Qualified applicants interviewed and selected for apprenticeship under these Standards who have previously completed another IBEW/NECA apprenticeship will be awarded a minimum of three thousand, five hundred (3,500) hours of OJT credit. Such individuals will be properly evaluated by the JATC and placed in the appropriate year of related training (see Section X).
- D. All selected applicants (including direct entry) must provide the documentation specified to complete their application. Regardless of how one qualifies for apprenticeship, following selection, but prior to registration, ALL individuals being offered an apprenticeship will qualify on:
- 1. A drug-screen test. Cost of the test is to be borne by the JATC.
The JATC's Drug Policy is a part of its official Rules and Policies. Applicants shall be notified that such a policy exists and given an opportunity to review it.
 - 2. A background check. Cost to be borne by the JATC.
The JATC's Background Check is a part of its official Rules and Policies. Applicants shall be notified that such a policy exists and given an opportunity to review it.

SECTION IX - Application Process, Affirmative Action Plan and Selection Procedures

The recruitment, selection, employment and training of apprentices shall be in accordance with the written Affirmative Action Plan and Selection Procedures approved by the Registration Agency and made a part of these Standards.

This apprenticeship program's Affirmative Action Plan and Selection Procedures are in compliance with the guidelines established by the NJATC.

SECTION X - Credit for On-the-Job Skill Acquisition and Previous Related Training

- A. Candidates with previous knowledge and skill acquisition in the electrical construction industry can ask for and have such work and job experience evaluated by the JATC prior to signing an Apprenticeship Agreement. Where such experience warrants, the JATC will place the apprentice in the appropriate period with the commensurate wages as determined by the JATC. Such advanced credit and standing shall be subject to review prior to advancement beyond the probationary period. The JATC will use consistent and equal ways and means for measuring and evaluating individuals to determine how much credit to award, for both OJT and related training.

The JATC will award as much credit as possible based on equitable, nondiscriminatory evaluation of both OJT and related instruction. Hours of OJT credit awarded and related instruction placement level are independent of one another. Those awarded OJT credit and assigned to the appropriate pay period classification may be given additional time to successfully complete related instructional requirements.

The granting of advanced standing or credit for previously acquired experience, training, or skills shall be applied equally to all applicants and measured against the work processes, with commensurate wages for any progression step so granted.

- B. After signing the apprenticeship agreement and being employed the apprentice cannot request an evaluation of past experience.
- C. Advance standing is subject to review throughout the probationary period. During this time, OJT and classroom performance will be evaluated to determine if any readjustment concerning OJT or related training status is warranted, including reevaluation and reassignment of apprenticeship period and level of related instruction, as the JATC determines.

SECTION XI - The Apprenticeship Agreement

- A. Before being employed as an apprentice or enrolled in related instruction classes, the selected applicant will sign an Apprenticeship Agreement with the JATC. The Apprenticeship Agreement will immediately be submitted to the Registration Agency for approval. These Standards of Apprenticeship, including the Affirmative Action Plan and Selection Procedures, shall be considered a part of the Apprenticeship Agreement. (See Appendix C, Apprenticeship Agreement.)
- B. Prior to signing the apprenticeship agreement, each selected applicant shall be given an opportunity to read and review these Standards, the JATC's written Rules and Policies, the apprenticeship agreement and the sections of the CBA that pertains to apprenticeship. Selected applicants shall sign an acknowledgement that they have reviewed the documents and are willing to abide by them (See Appendix D).
- C. The JATC shall have three (3) copies of the apprenticeship agreement properly completed. Each copy shall be signed by the apprentice and the JATC. All copies will be submitted to the Registration Agency. Two (2) copies will be returned to the JATC, one (1) shall be provided to the apprentice, and one (1) shall be retained and filed by the JATC.

SECTION XII - Probationary Period

The first **2000** hours of OJT and satisfactory performance in related classroom training during such time shall constitute the probationary period. During this period the apprenticeship agreement may be canceled by either party without the formality of a hearing. The Registration Agency shall be notified of such cancellations. Furthermore, the Registration Agency shall be notified of any extension of the probationary period (documenting action taken to address the issue(s) involved) in lieu of terminating the apprenticeship agreement.

During the probationary period, the JATC shall make a thorough review of the apprentice's ability and development. Advanced standing for previous training or experience does not reduce the probationary period. Applicants awarded advanced standing at the time of registration shall have their demonstrated skill, knowledge and overall performance evaluated during the probationary period. Adjustments, to the assigned period of apprenticeship and/ or level of related classroom training may be made during the probationary period, following appropriate reviews and evaluation by the JATC. Such reviews and determinations shall be properly documented and applied equally to all apprentices.

Prior to the end of the probationary period, action must be taken on each probationary apprentice to end the probation, extend the probation, or cancel the apprenticeship agreement. All interested parties shall be notified of such action.

SECTION XIII - Related Instruction

- A. Each apprentice shall be required to participate in non-compensable related instruction away from the job as specified below.
- B. Topics to be studied (completed) as part of the required NJATC curriculum shall include, but not be limited to those listed below. The order of presentation and/or year of presentation may change from time to time:

FIRST YEAR- 180 CORE HOURS MIN.

APPLICATIONS
CODES AND PRACTICES – 1
CONDUIT FABRICATION 1
DC THEORY 1
INDUSTRY ORIENTATION 1
JOB INFORMATION 1
TEST INSTRUMENTS 1

SECOND YEAR- 180 CORE HOURS MIN.

AC THEORY 1
APPLICATIONS
BLUEPRINTS 1
CODE AND PRACTICES – 2
CODE CALCULATIONS 1
CODEOLOGY 1
INDUSTRY ORIENTATION 2
SAFETY RELATED WORK PRACTICES 1
TRANSFORMERS 1
TEST INSTRUMENTS 2

THIRD YEAR- 138 CORE HOURS MIN.

AC THEORY 2
BLUEPRINTS 2
CODES AND PRACTICES – 3
FIRE ALARM 1
GROUNDING AND BONDING 1
RIGGING 1
SAFETY RELATED WORK PRACTICES 2
TORQUING 1
TRANSFORMERS 2
MIN 42 HOURS OF ADVANCED COURSES*

FOURTH YEAR- 98 CORE HOURS MIN.

BLUEPRINTS 3
CODE AND PRACTICES – 4
CODE CALCULATIONS 2
GROUNDING AND BONDING 2
MOTOR CONTROL 1
MOTORS 1
MIN. 82 HOURS OF ADVANCED COURSES*

FIFTH YEAR- 98 CORE HOURS MIN.

CODE AND PRACTICES -5

CODE CALCULATIONS 3

INDUSTRY ORIENTATION 3

MOTOR CONTROL 2

MIN. 82 HOURS OF ADVANCED COURSES*

ADVANCED COURSES

THIRD YEAR – 42 HOURS MIN. FOURTH YEAR – 82 HOURS MIN. FIFTH YEAR-82 HOURS MIN.

AC THEORY 3

DC THEORY 2

TEST INSTRUMENTS 3

FIRE ALARM 2

MOTOR CONTROL 3

PROGRAMMABLE CONTROLLERS 1

PROGRAMMABLE CONTROLLERS 2

PHOTOVOLTAICS 1

PHOTOVOLTAICS 2

CCTV 1

LOCAL AREA NETWORKS

NURSE CALL SYSTEMS 1

PAGING SYSTEMS 1

POWER QUALITY 1

SECURITY SYSTEMS 1

SOUND REINFORCEMENT SYSTEMS 1

STRUCTURED CABLING 1

TELEPHONY 1

MOTORS 2

BUILDING AUTOMATION 1

BUILDING AUTOMATION 2

INSTRUMENTATION 1

INSTRUMENTATION 2

FIBER OPTICS 1

HAZARDOUS LOCATIONS 1

HEALTH CARE SYSTEMS 1

LIGHTING ESSENTIALS

LIGHTNING PROTECTION

UNDERSTANDING RF SYSTEMS 1

OSHA 10

OSHA 10/30

DIGITAL ELECTRONICS 1

DIGITAL ELECTRONICS 2

SEMICONDUCTORS 1

SEMICONDUCTORS 2

- C. The time spent in related classroom instruction, which may include web-based or blended learning, shall be in addition to the required minimum hours of OJT. The minimum number of classroom hours per year may change from time to time in training needs. Such changes must be properly approved by the Registration Agency.
- D. The JATC shall secure competent Instructors whose knowledge, experience and ability to teach shall be carefully examined and monitored. The Instructors shall take the teacher training courses made available from the NJATC (or state required equivalent) through attendance, participation and working towards completion of the Industry's Four-Year National Training Institute Teacher-Training Program.
- E. The JATC shall secure the instructional aids and equipment it deems necessary to provide quality instructions.
- F. The Instructors shall administer NJATC standardized tests in a timely manner. Such tests shall be evaluated and scored by the Instructor and reviewed with the class. Immediately following class reviews of the tests, the Instructor shall return all tests and materials to the JATC for proper filing. No tests or test materials will be left in the hands of any apprentice. The JATC and the Instructors will be prudent and diligent in all efforts to protect the integrity of the testing materials.

- G. The JATC shall monitor the apprentice's performance in related training and take appropriate action to encourage improvement where warranted. JATCs will require performance reports to be filed on a regular basis by the instructor, evaluating the apprentice's related instructional training performance. Such reports shall be maintained by the JATC as part of its official file for each apprentice—providing an accumulative record of performance in related training.
- H. The JATC shall inform each graduating apprentice of availability of college credit through the NJATC's College Credit Program with the American Council on Education (ACE), and any Continuing Education Units (CEUs) that may be available.

SECTION XIV - Safety and Health Training

- A. The employer shall instruct the apprentice in safe and healthful work practices and shall ensure that the apprentice is trained in facilities and other environments that are in compliance with either the Occupational Safety and Health Act standards promulgated by the Secretary of Labor under Public Law 91-596, dated December 29, 1970 and as amended by Public Law 101-552, dated November 5, 1990, or State, or local standards that have been found to be at least as effective as the Federal standards.
- B. While on the job site, it shall be the responsibility of the Employer to provide the apprentice a safe and healthful workplace and conditions of employment, and work assignments that the apprentice can safely perform.
- C. The JATC shall see that all apprentices complete CPR/First Aid training during their probationary period. The JATC shall also attempt to see that graduates of its apprenticeship program possess a current CPR/First Aid card. NOTE: This training requires additional classroom hours.
- D. The JATC shall see that each apprentice successfully completes the NJATC, OSHA approved, Ten-Hour Construction Safety course, before beginning the Second-Year of related instructional training. NOTE: There will be additional classroom time (estimated at 15 hours) needed to complete this training.

SECTION XV - Hours of Work

- A. The apprentice shall work the hours that are specified in the local CBA. The apprentice's work shall not interfere with attending related instructional classes.

The JATC shall maintain a standard procedure to best ensure reasonable continuous employment for all apprentices. The JATC shall make all OJT assignments, reassignments and transfers as stipulated in the CBA—ensuring adequate training and employment opportunities. Should the current employer be unable to provide the apprentice full employment on a reasonably continuous basis in the work processes outlined in these Standards, the apprentice may be transferred or reassigned to another participating employer as determined by the JATC.

- B. In the event that the JATC is unable to provide an eligible apprentice with an OJT assignment, apprentices may seek temporary employment outside of the electrical construction industry. Regardless of employment status, apprentices must continue to report for their regularly scheduled related instructional classes. Additionally, apprentices shall remain at all times subject to immediate call by the JATC for an OJT assignment given by the JATC. Under NO CIRCUMSTANCES shall a participating employer be denied the assignment of an apprentice due to an apprentice temporarily working outside the CBA.

Failure to immediately comply with instructions to return to the JATC for an OJT assignment may result in termination of the apprentice's apprenticeship agreement.

SECTION XVI - Work Experience

- A. In order to provide for the development of the necessary occupational skills in the various work processes, the JATC shall attempt to provide the apprentice with OJT in the following categories, as job training assignments permit.

INSIDE JOURNEYWORKER WIREMAN

(Existing Title: Electrician)

O*NET-SOC CODE: 47-2111.00

RAPIDS CODE: 0159

WORK PROCESS	APPROX. HOURS OJT
PROJECT LAYOUT AND PLANNING	200
Reading and interpreting blueprints and specifications	
Coordination between crafts, engineers and architects	
Layout feeders, risers and branch circuits	
UNDERGROUND INSTALLATIONS	300
Trenching and ditch digging	
Direct Burial	
Installing PVC/Rigid Conduit	
Installing grounding electrode systems	
THINWALL CONDUIT RACEWAY SYSTEMS	1200
Fastening and supporting devices	
Conduit fabrication	
Installation of conduit, fitting and boxes	
RIGID CONDUIT RACEWAY SYSTEMS	800
Fastening and supporting devices	
Bender setup	
Conduit fabrication	
Installation of conduit, fittings and boxes	
INSTALLING SERVICES, SWITCHBOARDS AND PANELS	500
Mounting devices	
Breaker installation	
Terminations	
FLOOR DUCT INSTALLATION	200
Transit/Grade establishment	
Installing duct and fittings	
Core drilling and outlet installation	
MOTOR CONTROL CENTER INSTALLATION	100
Rigging and mounting	
Terminating feeders, branch circuits and control wiring	

WORK PROCESS	APPROX. HOURS OJT
INSTALLING, SPLICING & TERMINATING WIRES AND CABLES	1200
Establishing temporary power	
Feeders and branch circuits	
Control wiring	
Splices, taps and terminations	
CABLE TRAY INSTALLATION	150
Fabrication	
Installing support devices	
Installing cable tray and covers	
LIGHTING SYSTEM INSTALLATION	1000
Installing outlet boxes and conductors	
Installing fixtures	
Control devices	
TESTING AND TROUBLESHOOTING	
FEEDERS, MOTORS AND BRANCH CIRCUITS	100
Checking circuit continuity	
Identifying fault current to ground	
Meggering and Hi Potting	
Certifying system operation	
Repair and maintenance	
Ground Verification	
FIRE ALARM INSTALLATION	300
Blueprint and specification interpretation	
Layout and circuit installation	
Control panel and device installation	
Programming and testing	
MOTOR INSTALLATION	400
Rigging and setting	
Alignment	
Circuiting and Terminations	
Testing	
CONTROL SYSTEM INSTALLATION	200
Blueprint and specification interpretation	
Layout and circuit installation	
Distributed control	
INSTALLING AND PROGRAMMING	
PROGRAMMABLE LOGIC CONTROLLERS	100
Module installation	
Control wiring and devices	
Programming	

WORK PROCESS

APPROX. HOURS OJT

INSTALLING INSTRUMENTATION AND PROCESS CONTROL SYSTEMS	250
Blueprint and specification interpretation	
Layout and installation	
Calibration	
SECURITY SYSTEM INSTALLATION	100
Blueprint and specification interpretation	
Layout	
Box and circuit installation	
Terminations	
Testing	
INSTALLING SOUND AND COMMUNICATION SYSTEMS	150
Blueprint and specification interpretation	
Layout	
Conduit and box installation	
Installing panels and network devices	
Circuit installation	
Terminations and testing	
INSTALLING AND TERMINATING TRANSFORMERS	100
Rigging and mounting	
Primary and secondary terminations	
Testing and troubleshooting	
INSTALLING FIBER OPTIC CABLE	100
Equipment layout	
Installing cable	
Polishing and terminating	
Testing and verifying	
ALTERNATIVE ENERGY SOURCES (SOLAR, WIND, FUEL CELL, ETC.)	100
Blueprint and specification interpretation	
Layout and installation	
Testing, verifying and troubleshooting	
WELDING AND BRAZING	50
Machine setup	
Fabrication	
Welding, grinding and finishing	
SERVICE AND TROUBLESHOOTING	100
Testing, analysis and repair of: motors, transformers, electrical devices, electronic devices, magnetic devices, lighting and power circuits, equipment and machinery, control circuits and devices.	
MATERIAL HANDLING AND PRE-FABRICATION	100
Material/equipment awareness	
Fabricating for field installation	

SAFETY AWARENESS & OTHER SPECIALIZED AREAS

200

TOTAL MINIMUM HOURS OF OJT

8000

- B. The JATC shall require each apprentice to submit a work report on a monthly basis. Such reports shall be maintained by the JATC as part of its official file for each apprentice. Further the JATC shall use reports to provide an accumulative OJT record of experience in the various work processes for each apprentice. OJT reports similar to the sample shown in Appendix E and referenced in Section XIX of these Standards shall be used for reporting purposes.
- C. All work (OJT) shall be performed under the supervision of a Journeyworker Wireman. Supervision will not be of such nature as to prevent the development of responsibility and initiative. Work may be laid out by the employer’s designated supervisor based on the apprentice’s skills and ability to perform the job tasks, after which the apprentice shall be permitted to perform job tasks in order to develop job skills and industry competencies.
- D. Apprentices with a minimum of 6,500 hours of OJT who have successfully completed the Fourth Year of related instruction, may be permitted to perform electrical construction work without the direct supervision of a Journeyworker as follows: while the apprentice’s supervising Journeyworker Wireman must be present on the job site, such apprentice may be assigned to independently perform job tasks at the job site consistent with the apprentice’s skills, knowledge and ability to perform the work as determined by the employer.
- E. An apprentice shall not supervise the work of any other apprentice or workers of any other classification.

SECTION XVII - Number of Apprentices: The Ratio

The numeric ratio of apprentices to Journeyworkers, consistent with proper supervision, training, safety and continuity of employment, shall be as specified in CBAs applicable to these Standards and must be expressed numerically (Example: 1 to 1 = 1 apprentice to 1 Journeyworker).

SECTION XVIII - Temporary Training Opportunities

Apprentices may be permitted to receive OJT and related training on a temporary basis with another IBEW/NECA JATC, provided the two JATCs, their representative parent organizations and the apprentice agree on such assignment. Before apprentices are given a temporary OJT assignment, they must supply the host JATC with an official copy of their apprenticeship agreement—clearly indicating that it has been properly registered with the applicable Registration Agency. Apprentices shall remain subject to reassignment by the JATC with whom they are registered. Failure to immediately comply with such instruction to return to the JATC with whom they are registered may result in the termination of the apprentice’s apprenticeship agreement; in which case, they would no longer be employable under the CBA in the jurisdiction.

SECTION XIX - Advancement of Apprentices

- A. Every four months during the first year of apprenticeship, and yearly thereafter, the JATC shall examine the progress of the apprentice on the job and in related instruction. A performance evaluation form similar to that provided in Appendix F of these Standards shall be used. The JATC will also receive a monthly OJT training report from the employer showing the experience and training in the various work processes acquired by the apprentice and evaluating the apprentice. See Appendix E for sample form.
- B. The JATC shall evaluate the apprentice's overall performance and accomplishments at the end of each period. Action must be taken on each apprentice to approve advancement, extend present rating for a specified probationary period, or cancel the apprenticeship agreement, with due notice to the apprentice and a reasonable opportunity for corrective action. Proper documentation shall be maintained of all action taken by the JATC.

SECTION XX - Local JATC Rules and Policies

- A. The apprentice is subject to the written Rules and Policies of the JATC as presently in existence, or as may be adopted or modified from time to time. The JATC will provide the Registration Agency with a copy of the written Rules and Policies and any modifications thereto.
- B. The apprentice will be provided with a copy of the written Rules and Policies and will sign an acknowledgment receipt of same (see Appendix D). This procedure will be followed whenever revisions or modifications are made to the Rules and Policies.

SECTION XXI - Adjustment of Differences: Cancellation or Resignation of Apprenticeship Agreement

- A. The JATC shall have full authority and responsibility to review and shall seek to resolve all issues and/or disputes pertaining to all apprenticeship and training matters.
- B. Apprenticeship agreements may be canceled at any time during the term of apprenticeship as follows. The apprenticeship agreement may be canceled at the request of the apprentice or may be suspended for a specified period of time, canceled or terminated by the JATC, for good cause, with due notice to the apprentice and a reasonable opportunity for corrective action. Written notice shall be provided to the apprentice and to the Registration Agency of any such action taken (probation extension, suspension or cancellation). In the event that the action taken is a probation extension, the probationary period, in no case shall exceed 25% of the length of the program or one (1) year; whichever is shorter.

Individuals who have been suspended or terminated from apprenticeship shall not be assigned by the JATC in any capacity. Furthermore, they are not eligible to participate in any related training activities and as per the CBA, they are not eligible for any job assignments under the CBA unless the JATC has determined that the individual is eligible for a change to another classification recognized in the CBA.

- C. Apprentices shall have the right to request an appearance before the JATC concerning specific issues or matters dealing with their apprenticeship agreement. Such requests must be in writing.
- D. Complaint Procedure - In lieu of establishing a Complaint Review Body, the JATC will supply all apprentices with a copy of the Notice found in Appendix G. The sponsor will provide all current information called for in the Notice.

The JATC has full authority to supervise the enforcement of these Standards. Its decision will be final and binding on the employer, the local union and the apprentice, unless otherwise noted below.

If applicants or apprentices believe an issue exists that adversely affects their participation on the apprenticeship program or violates the provisions of the Apprenticeship Agreement or Standards, relief may be sought through one or more of the following avenues, based on the nature of the issue:

1. For issues regarding wages, hours, working conditions, and other issues covered by the CBA, apprentices may seek resolution through the applicable Grievance and Arbitration Articles of the CBA after first bringing documented evidence to the JATC.
2. The local JATC shall hear and consider all complaints of violations concerning the Apprenticeship Agreement and the registered Standards. The local JATC shall make such rulings as it deems necessary in each individual case. Either party to the Apprenticeship Agreement may consult with the Registration Agency for an interpretation of any provision of the Standards over which differences occur.
3. Any apprentice or applicant for apprenticeship who believes they have been discriminated against on the basis of race, color, religion, national origin or sex – with regard to apprenticeship, or that the equal opportunity standards with respect to their selection have not been followed in the operation of the apprenticeship program, may contact directly the Federal, State or local Equal Employment Opportunity Commission (EEOC), and/or the U.S. Department of Labor, Office of Apprenticeship or their local Registration Agency (see Appendix G).

Complaints to the U.S. Department of Labor, which may be filed by the apprentice or through an authorized representative of the apprentice, must be filed not later than 180 days from the date of the alleged discrimination or specified failure to follow the equal opportunity standards. The complaint shall be in writing and shall be signed by the complainant. It must include the name, address and telephone number of the person allegedly discriminated against, the Program Sponsor involved, and a brief description of the circumstances of the failure to apply the equal opportunity standard.

The JATC shall provide each applicant and apprentice with this complaint procedure and the names and addresses of the local, State and Federal contacts for receiving complaints (see Appendix G). This procedure is also a part of the Affirmative Action Plan.

- E. The Complaint Procedure shall be equitably applied to all applicants and apprentices.
- F. When an apprentice's registration (apprenticeship agreement) is terminated before satisfactory completion of their apprenticeship, the resulting vacancy may be filled by selecting and registering the next individual from the current eligibility list; provided all registered apprentices who are available for OJT assignments are so assigned. In the event that related instructional training classes are not available in the immediate future, the individual(s) registered shall begin informational/ awareness classes just as soon as possible. These courses may include topics such as: Industry Awareness, Communications, Productivity, Marketing, CPR, Tech Math, Safety Awareness and General Orientation.

SECTION XXII - Certification of Completion

- A. Upon satisfactory completion of the NJATC's Five-Year course of study, accumulation of a minimum of 8,000 hours of OJT, and acquisition of the appropriate jurisdictional

Journeyworker Electrical License, the JATC will certify to the sponsoring parties, to the NJATC and to the Registration Agency that the apprentice has satisfied the requirements of his or her apprenticeship agreement.

- B. The JATC will present each graduating apprentice with a Certificate of Completion issued by the NJATC (see Appendix I). The JATC shall request a Completion Certificate from the NJATC for every individual completing the apprenticeship program. Each Certificate shall be approved and signed by the officers of the JATC. The JATC shall likewise submit a signed request for a Certificate of Completion of Apprenticeship to the Registration Agency.
- C. The JATC will notify the IBEW Local Union of the date of each satisfactory completion, allowing the Local Union to reclassify the individual as per IBEW By-Laws, Rules and Policies. The JATC will likewise notify the graduating apprentice's current employer and the NECA Chapter.

SECTION XXIII - Program Registration

These Standards of Apprenticeship will be approved by the NJATC and properly registered with the appropriate Registration Agency (see Sections I and III).

SECTION XXIV - Modification of these Standards

Rapid changes in the electrical industry may require modification or revision of these Standards from time to time. Such modification, when adopted by the JATC, shall be first submitted to the NJATC for approval and then approved and registered by the Registration Agency before implementation. Modification or changes in these Standards, including amendments, shall not alter conditions of apprenticeship already in force without the consent of all parties involved.

SECTION XXV - Program Deregistration

This program may be deregistered upon the voluntary action of the sponsor by the sponsor's request to the Registration Agency for cancellation of the registration. The program may also be deregistered for reasonable cause by the Registration Agency, in accordance with its formal deregistration proceedings.

Upon deregistration or voluntary cancellation of the program, the sponsor will inform each apprentice, within 15 days, of the deregistration or cancellation and the effect of such action. This notification will conform to the requirements of Title 29, Code of Federal Regulations, Part 29.8 and any applicable State or local regulations.

SECTION XXVI - Maintenance of Records

The JATC shall maintain for a period of five (5) years all records relating to: apprentice applications (regardless of outcome), the employment and training of apprentices and information relevant to the operation of the program. This includes, but is not limited to records on the recruitment, application and selection of apprentices, periodic advancements, disciplinary action, layoffs, terminations, rates of pay, hours of on-the-job training and related instruction, evaluations and other pertinent data. This DOES NOT include JATC Trust Fund records, which shall be maintained indefinitely.

All JATC records shall be made available upon request of the U.S. Department of Labor, Office of Apprenticeship and the applicable Registration Agency. This provision DOES NOT include JATC Trust Fund records.

SECTION XXVII - Collective Bargaining Agreement

Nothing in this part or in any apprenticeship agreement will operate to invalidate:

- A. Any apprenticeship provision in any collective bargaining agreement between employers and employees establishing higher apprenticeship standards; or
- B. Any special provision for veterans, minority persons, or women in the standards, apprentice qualifications or operation of the program, or in the apprenticeship agreement, which is not otherwise prohibited by law, Executive Order, or authorized regulation.

Adoption and Registration Signature Page

JOINTLY ADOPTED BY JATC ON THIS 1st **DAY OF** October, 2013.



SIGNATURE OF JATC CHAIRMAN


October 1, 2013
DATE



SIGNATURE OF JATC SECRETARY

October 1, 2013
DATE

REGISTERED WITH AND APPROVED BY THE NJATC:



EXECUTIVE DIRECTOR

December 13, 2013
DATE

REGISTERED WITH AND APPROVED BY:

REGISTRATION AGENCY

DATE

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APPENDIX A

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(TO BE REPRODUCED ON SPONSORING NECA CHAPTER OR LOCAL UNION LETTERHEAD)

Date

Dear (JATC Member/Trustee Appointee):

Please allow this communication to serve as official notification that you have been appointed as a Trustee/Committee Member to the _____

Joint Apprenticeship and Training Committee (JATC). Your term of appointment shall begin on _____ and expire on December 31, _____. At the end of your term, you may be reappointed to the committee. All such reappointments shall be in writing as well.

A copy of this appointment has been forwarded to the JATC's office. You will be receiving additional information from that office concerning official JATC business. Please be sure to keep the JATC informed of any future changes in your mailing address and/or telephone number.

Thank you for accepting this opportunity to serve your Industry. To confirm your acceptance of this appointment, you must sign and date the acceptance statement below, and present this appointment communication to the JATC office. The JATC will forward a copy of this signed communication to the appropriate sponsoring party. We look forward to your participation as a Committee Member/Trustee, as well as your valuable contributions to our training commitment.

Sincerely,

— PLEASE SIGN AND DATE BELOW —

ACCEPTANCE OF APPOINTMENT

MY SIGNATURE BELOW ACKNOWLEDGES THAT I AM PLEASED TO ACCEPT THIS APPOINTMENT AND WILL SERVE IN THE APPOINTED CAPACITY TO THE VERY BEST OF MY ABILITY.

APPOINTEE'S SIGNATURE

DATE

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APPENDIX B

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APPRENTICE ON-THE-JOB TRAINING ASSIGNMENT

NAME _____

DATE _____

ADDRESS _____

PHONE NUMBER _____

AREA CODE NUMBER

SOCIAL SECURITY NUMBER: _____ - _____ - _____

REPORTING TIME _____ DATE _____

CITY

STATE

ZIP

PERIOD OF APPRENTICESHIP _____ RATE OF PAY _____ ACCUMULATIVE OJT HOURS TO DATE _____

EMPLOYER ASSIGNED TO _____

JOB SITE TO REPORT TO _____

DIRECTIONS, SPECIFIC INSTRUCTIONS AND/OR COMMENTS _____

— ASSIGNMENT MADE BY THE JOINT APPRENTICESHIP AND TRAINING COMMITTEE —

BY: _____

TITLE: _____

JATC REPRESENTATIVE

AUTHORIZATION FOR DEDUCTION OF WAGES

I hereby authorize my employer to deduct a percentage, as specified in the current collective bargaining agreement (CBA), of my weekly gross earnings and to mail that amount to the IBEW Local Union that is directly affiliated with this Joint Apprenticeship and Training Committee. I acknowledge that this assignment of wages shall be irrevocable for one year, or the duration of the CBA, whichever occurs first, and shall be automatically renewed for successive one year periods.

BY: _____

DATE: _____

WHITE COPY - APPRENTICE GREEN COPY - EMPLOYER YELLOW COPY - NECA CHAPTER PINK COPY - IBEW LOCAL UNION GOLD COPY - JATC FILE

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APPENDIX C



APPRENTICE REGISTRATION-SECTION II

OMB No. 1205-0223 Expires: 04/30/2015

Warning: This agreement does not constitute a certification under Title 29, CFR, Part 5 for the employment of the apprentice on Federally financed or assisted construction projects. Current certifications must be obtained from the Office of Apprenticeship (OA) or the recognized State Apprenticeship Agency shown below. (Item 24)

The program sponsor and apprentice agree to the terms of the Apprenticeship Standards incorporated as part of this Agreement. The sponsor will not discriminate in the selection and training of the apprentice in accordance with the Equal Opportunity Standards in Title 29 CFR Part 30, and Executive Order 11246. This agreement may be terminated by either of the parties, citing cause(s), with notification to the registration agency, in compliance with Title 29, CFR, Part 29

PART A: TO BE COMPLETED BY APPRENTICE. NOTE TO SPONSOR: PART A SHOULD ONLY BE FILLED OUT BY APPRENTICE.

<p>1. Name (Last, First, Middle) and Address *Social Security Number - - - (No., Street, City, State, Zip Code, Telephone Number)</p>	<p>Answer Both A and B (Voluntary) (Definitions on reverse)</p> <p>4. a. Ethnic Group (Mark one) <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino</p> <p>b. Race (Mark one or more) <input type="checkbox"/> American Indian or Alaska native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or other Pacific Islander <input type="checkbox"/> White</p>	<p>5. Veteran Status (Mark one) <input type="checkbox"/> Non-Veteran <input type="checkbox"/> Veteran</p> <p>6. Education Level (Mark one) <input type="checkbox"/> 8th grade or less <input type="checkbox"/> 9th to 12th grade <input type="checkbox"/> GED <input type="checkbox"/> High School Graduate or Greater <input type="checkbox"/> Post Secondary or Technical Training</p>
<p>2. Date of Birth (Mo., Day, Yr.)</p>	<p>3. Sex (Mark one) <input type="checkbox"/> Male <input type="checkbox"/> Female</p>	
<p>7a. Employment Status (Mark one) <input type="checkbox"/> New Employee <input type="checkbox"/> Existing Employee</p> <p>7b. Career Linkage or Direct Entry (Mark one) (Instructions on reverse) <input type="checkbox"/> None <input type="checkbox"/> One-Stop Referral <input type="checkbox"/> Trade Adjustment Assistance <input type="checkbox"/> Job Corps <input type="checkbox"/> YouthBuild <input type="checkbox"/> School-to-Registered Apprenticeship <input type="checkbox"/> HUD/STEP-UP <input type="checkbox"/> Direct Entry: _____</p>		
<p>8. Signature of Apprentice _____ Date _____</p>	<p>9. Signature of Parent/Guardian (if minor) _____ Date _____</p>	

PART B: SPONSOR: EXCEPT FOR ITEMS 6, 7, 8, 10a. -10c, REMAINDER OF ITEMS REPOPULATED FROM PROGRAM REGISTRATION.

<p>1. Sponsor Program No. Sponsor Name and Address (No. Street, City, County, State, Zip Code)</p>	<p>2a Occupation (The work processes listed in the standards are part of this agreement).</p>	<p>2b Occupation Code: 2b.1. Interim Credentials Only applicable to Part B, 3.b. and 3.c. (Mark one) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>3. Occupation Training Approach (Mark one) 3a. <input type="checkbox"/> Time-Based 3b. <input type="checkbox"/> Competency-Based 3c. <input type="checkbox"/> Hybrid</p>	<p>4. Term (Hrs., Mos., Yrs.)</p>
	<p>6. Credit for Previous Experience (Hrs., Mos., Yrs.)</p>	<p>5. Probationary Period (Hrs., Mos., Yrs.)</p>
	<p>7. Term Remaining (Hrs., Mos., Yrs.)</p>	<p>8. Date Apprenticeship Begins</p>

<p>9a. Related Instruction (Number of Hours Per Year)</p>	<p>9b. Apprentice Wages for Related Instruction <input type="checkbox"/> Will Be Paid <input type="checkbox"/> Will Not Be Paid</p>	<p>9c. Related Training Instruction Source</p>
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10. Wages: (Instructions on reverse)

10a. Pre-Apprenticeship Hourly Wage \$ _____ 10b. Apprentice's Entry Hourly Wage \$ _____ 10c. Journeyworker's Hourly Wage \$ _____

Check Box	Period 1	2	3	4	5	6	7	8	9	10
10d. Term <input type="checkbox"/> Hrs., <input type="checkbox"/> Mos., or <input type="checkbox"/> Yrs.										
10e. Wage Rate (Mark one) % <input type="checkbox"/> or \$ <input type="checkbox"/>										

<p>11. Signature of Sponsor's Representative(s) _____ Date Signed _____</p> <p>12. Signature of Sponsor's Representative(s) _____ Date Signed _____</p>	<p>13. Name and Address of Sponsor Designee to Receive Complaints (If applicable)</p>
---	---

PART C: TO BE COMPLETED BY REGISTRATION AGENCY

<p>1. Registration Agency and Address</p>	<p>2. Signature (Registration Agency)</p>	<p>3. Date Registered</p>
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4. Apprentice Identification Number (Definition on reverse): _____

Program Definitions and/or Instructions:

Part A

Item 4.a. Definition - Ethnic Group:

Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

Item 4.b. Definitions - Race:

American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American. A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."

Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White. A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Item 7b. Instructions:

Indicate any career linkage (definitions follow) or direct entry. Enter "None" if no career linkage or direct entry applies.

Career linkage includes participation in programs that provided employment, training and other services to adults, youth and dislocated workers. Funds for these activities are provided by the U.S. Department of Labor/Employment and Training Administration (U.S. DOL/ETA) to states and local communities.

One-Stop Referral. Includes Workforce Investment Act (WIA) and Employment Services (ES) participants referred to the Registered Apprenticeship program and/or apprentices that receive WIA funded services that support their participation in their Registered Apprenticeship program.

Trade Adjustment Assistance. Includes trade-affected workers who have become unemployed as a result of increased imports or shifts in production out of the United States.

Job Corps. Youth ages 16-24 years usually receiving services in a residential setting.

YouthBuild. Program transferred from the U.S. Department of Housing and Urban Development (HUD) to U.S. DOL/ETA in September 2006. It assists youth ages 16-24 to obtain education and skill training and advance toward post-secondary education and career pathways in construction and other high growth, high demand occupations while building affordable housing in their communities.

School-to-Registered Apprenticeship. Program designed to allow high school youth ages 16 - 17 to enter a Registered Apprenticeship program and continue after graduation with full credit given for the high school portion.

HUD/STEP-UP. Developed in conjunction with HUD. The program provides the actual apprenticeship experience and the framework for moving into high-skill Registered Apprenticeship.

Direct Entry. A graduate from an accredited technical training school, Job Corps training program, Youth Build Program, or a participant in a military apprenticeship program, any of which training is specifically related to the occupation and incorporated in the Registered Apprenticeship standards. Also, insert the name of the program.

Part B

Item 2.b.1. Interim Credentials. Based on program standards that utilize the competency-based or hybrid training approach, and, upon request of the program sponsor, the credentials are issued as certificates by the Registration Agency. Interim credentials provide certification of competency attainment by an apprentice.

Item 3. Occupation Training Approach. The program sponsor decides which of the three training methods to use in the program as follows:

- 3.a. Time-Based Training Approach - apprentice required to complete a specific number of hours of on-the-job learning (OJL) and related training instruction (RTI).
- 3.b. Competency-Based Training Approach - apprentice required to demonstrate competency in defined subject areas and does not require any specific hours of OJL or RTI; or
- 3.c. Hybrid-Training Approach - apprentice required to complete a minimum number of OJL and RTI hours and demonstrate competency in the defined subject areas.

Item 4. Term (Hrs., Mos., Yrs.). Based on the program sponsor's training approach. See Part B, Item 4. Available in the terms of the Apprenticeship Standards.

Item 5. Probationary Period (Hrs. Mos., Yrs.) Probation period cannot exceed 25 percent of the length of the program or one year, whichever is shorter.

Item 7. Term Remaining (Hrs., Mos., Yrs.). After Part B, Item 6., Credit for Previous Experience (Hrs., Mos., Yrs.) is determined by the program sponsor. The Term Remaining (Hrs., Mos., Yrs.) in Part B, Item 7., for the apprentice to complete the apprenticeship is based on the training approach indicated above in Part B, Item 3. The term remaining is available in the terms of the Apprenticeship Standards.

Item 10. Wage Instructions:

10a. Pre-Apprentice hourly wage: sponsor enters the individual's hourly wage in the quarter prior to becoming an apprentice.

10b. Apprentice's entry hourly wage (hourly dollar amount paid): sponsor enters this apprentice's entry hourly wage.

10c. Journeyworker's wage: sponsor enters wage per hour.

10d. Term: sponsor enters in each box the apprentice schedule of pay for each advancement period based on the program sponsor's training approach. See Part B, Item 3., and is available in the terms of the Apprenticeship Standards.

10e. Percent or dollar amount: sponsor marks one.

Note: 10c. If the employer is signatory to a collective bargaining agreement, the journeyworker's wage rate in the applicable collective bargaining agreement is identified. Apprenticeship program sponsors not covered by a collective bargaining agreement must identify a minimum journeyworker's hourly wage rate that will be the basis for the progressive wage schedule identified in Item 10e. of this agreement.

10d. The employer agrees to pay the hourly wage rate identified in this section to the apprentice each period of the apprenticeship based on the successful completion of the training approach and related instructions outlined in the Apprenticeship Standards. The period may be expressed in hours, months, or years.

10e. The wage rates are expressed either as a percent or in dollars and cents of the journeyworker's wage depending on the industry.

Example (Time-based approach) - 3 YEAR APPRENTICESHIP PROGRAM

<u>Term</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Period 3</u>	<u>Period 4</u>	<u>Period 5</u>	<u>Period 6</u>
hrs., mos., yrs.	1000 hrs.	1000 hrs.	1000 hrs.	1000 hrs.	1000 hrs.	1000 hrs.
%	55	60	65	70	80	90

Example (Time-based approach) - 4 YEAR APPRENTICESHIP PROGRAM

<u>Term</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Period 3</u>	<u>Period 4</u>	<u>Period 5</u>	<u>Period 6</u>	<u>Period 7</u>	<u>Period 8</u>
hrs., mos., yrs.	6 mos.	6 mos.	6 mos.	6 mos.	6 mos.	6 mos.	6 mos.	6 mos.
%	50	55	60	65	70	75	80	90

Item 13. Identifies the individual or entity responsible for receiving complaints (Code of Federal Regulations, CFR, Title 29 part 29.7(k)).

Part C.

Item 4. Definition: The Registered Apprenticeship Partners Information Data System (RAPIDS) encrypts the apprentice's social security number and generates a unique identification number to identify the apprentice. It replaces the social security number to protect the apprentice's privacy.

*The submission of your social security number is requested. The apprentice's social security number will only be used to verify the apprentice's periods of employment and wages for purposes of complying with the Office of Management and Budget related to common measures of the Federal job training and employment programs for measuring performance outcomes and for purposes of the Government Performance and Results Act. The Office of Apprenticeship will use wage records through the Wage Record Interchange System and needs the apprentice's social security number to match this number against the employers' wage records. Also, the apprentice's social security number will be used, if appropriate, for purposes of the Davis Bacon Act of 1931, as amended, U.S. Code Title 40, Sections 276a to 276a-7, and Title 29 CFR 5, to verify and certify to the U.S. Department of Labor, Wage and Hour Division, that you are a registered apprentice to ensure that the employer is complying with the geographic prevailing wage of your occupational classification. Failure to disclose your social security number on this form will not affect your right to be registered as an apprentice. Civil and criminal provisions of the Privacy Act apply to any unlawful disclosure of your social security number, which is prohibited.

The collection and maintenance of the data on ETA-671, Apprentice Registration – Section II Form, is authorized under the National Apprenticeship Act, 29 U.S.C. 50, and CFR 29 Part 29.1. The data is used for apprenticeship program statistical purposes and is maintained, pursuant to the Privacy Act of 1974 (5 U.S.C. 552a.), in a system of records entitled, DOL/ETA-4, Registered Apprenticeship Partners Information Management Data System (RAPIDS) at the U.S. Department of Labor, Office of Apprenticeship,. Data may be disclosed to a State Apprenticeship Agency to determine an assessment of skill needs and program information, and in connection with federal litigation or when required by law.

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average five minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond is required to obtain or retain benefits under 29 USC 50. Send comments regarding this burden or any other aspect of this collection of information including suggestions for reducing this burden to the U.S. Department of Labor, Office of Apprenticeship, 200 Constitution Avenue, N.W., Room N-5311, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0023.)

APPENDIX D

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(TO BE REPRODUCED ON JATC LETTERHEAD)

Apprenticeship Information Acknowledgment

I have been given the opportunity to read and review the JATC's Apprenticeship Standards and written Rules and Policies, the apprenticeship registration form, and the sections of the Collective Bargaining Agreement that pertain to apprenticeship. A representative of the JATC has adequately reviewed this material with me and satisfactorily answered all questions. I understand my responsibilities, as outlined in these documents, agree to abide by them, and accept full responsibility for my actions while an apprentice in this program. I understand that my failure to abide by these regulations may result in termination of my apprenticeship registration.

My signature below certifies that I have been provided with a copy of the written Rules and Policies adopted by this JATC and in effect as of this date.

APPRENTICE: PLEASE SIGN AND DATE

SIGNATURE _____ DATE _____

PRINT FULL NAME _____

F:\USERS\Apprenticeship Standards\Inside Complete Electronic Version-Inside Standards\2-Appr. Infor. Acknowledgemnt-6-16-11.wpd

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APPENDIX E

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40204

Inside Apprentice Monthly Work Report

(Due in the JATC Office by the Date Established by the JATC)

For optimum accuracy print in ink. Use capital letters or numbers and avoid contact with the edge of the box. The following will serve as an example.

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

Apprentice ID Number	<input type="text"/>	Date Report Received	<input type="text"/> / <input type="text"/> / <input type="text"/>
Last Name	<input type="text"/>		
First Name	<input type="text"/>	M.I.	<input type="text"/>
Period	<input type="text"/>	Employer	<input type="text"/>
			<input type="text"/> / <input type="text"/> / <input type="text"/>

Enter the Number of Actual Clock Hours (Including Overtime) for Each Category Worked This Month. LEAVE OFF Insignificant ZEROS.

Project Layout and Planning - Reading & interpreting blueprints and specifications / Coordination between crafts, engineers & architects / Layout feeders, risers & branch circuits

Motor Installation - Rigging and setting / Alignment / Circuiring and terminations / Testing

Underground Installations - Trenching and ditch digging / Direct burial / Installing PVC rigid conduit/ Installing grounding electrode systems

Control System Installation - Blueprint & specification interpretation / Layout & circuit installation / Distributed control

Thinwall Conduit Raceway Systems - Fastening & supporting devices / Conduit fabrication / Installation of conduit, fittings & boxes

Installing & Programming Programmable Logic Controllers - Module installation / Control wiring and devices / Programming

Rigid Conduit Raceway Systems - Fastening & supporting devices / Bender setup / Conduit fabrication / Installation of conduit, fittings and boxes

Installing Instrumentation & Process Control Systems -Blueprint & specification interpretation / Layout & installation / Calibration

Installing Services - Mounting devices / Installing circuit breakers and fuses / Terminations

Security System Installation - Blueprint & specification interpretation / Layout / Box & circuit installation / Terminations & testing

Floor Duct Installation - Transit-grade establishment / Installing duct & fittings / Core drilling and outlet installation

Installing Sound & Communications Systems - Blueprint & specification interpretation / Layout / Conduit & box installation / Installing panels & network devices / Circuit installation / Terminations & testing

Motor Control Center Installation - Rigging & mounting / Terminating feeders, branch circuits & control wiring

Installing & Terminating Transformers - Rigging & Mounting / Primary & secondary terminations / Testing & troubleshooting

Installing, Splicing & Terminating Wires & Cables - Establishing temporary power / Feeders & branch circuits / Control wiring / Splices, taps & terminations

Installing Fiber Optic Cable - Equipment layout / Installing cable / Polishing & terminating / Testing & verifying

Cable Tray Installation - Fabrication / Installing support devices / Installing cable tray and covers

Welding & Brazing - Machine setup / Fabrication / Welding, grinding & finishing

Lighting System Installation - Installing outlet boxes & conductors / Installing fixtures / Installing control devices

Service & Troubleshooting - Testing, analysis & repair of: motors, transformers, electrical devices, electronic devices, magnetic devices, lighting & power circuits, equipment & machinery, control circuits & devices

Testing & Troubleshooting Feeders, Motors & Branch Circuits - Checkout circuit continuity / Identifying fault current to ground / Meggering and hi-potting / Certifying system operation / Repair & maintenance / Ground verification

Material handling & Pre-Fabrication - Material-equipment awareness / Fabricating for field installation

Fire Alarm Installation - Blueprint & specification interpretation / Layout & circuit installation / Control panel & device installaiton / Programming & testing

Other Specialized Area - (Briefly describe) _____

Total number of hours you worked this month.

Of the total number of work hours that were available to you, indicate the number of hours you DID NOT work

Indicate below the reason(s) and number of hours for absenteeism. Show hours for ALL that apply:

Illness, Medical or Injury

Personal

Scheduled Vacation

Journeyman's Printed Name

IBEW Card Number

Apprentice's Signature

Date

Journeyman's Signature

Date

NOTE: The Apprentice must complete the front portion of this form and return it to the JATC. After removing the top copy, the Apprentice must fill in the Identification (ID) Number on the back of the white card form. The white card portion of the form is given to the Journeyman for completion.

Apprentice must return completed white card to the JATC.

This Form Must Be Completed by the APPRENTICE



Draft

Journeyman Inside Wireman's Evaluation of Apprentice

- This side is to be filled out in INK by the Journeyman the Apprentice is working with.
- Journeyman is to review the evaluation with the Apprentice.
- Apprentice MUST sign and return the evaluation to the JATC by the date established.

Apprentice ID Number

--	--	--	--	--	--	--	--	--	--	--

How long has this apprentice been working with you?

--	--

MONTHS

--	--

DAYS

COMPLETELY Fill in the Ovals that Best Describe this Apprentice. PLEASE Give Us YOUR Comments

INITIATIVE

- Room for Improvement
- Average
- Helps Keep Job Moving

MECHANICAL APTITUDE

- Very Little
- Average
- Very High

SAFETY RULES

- Disregards Rules
- Average
- Very Safety Conscious

ATTITUDE

- Resentful - Uncooperative
- Acceptable
- Cooperative - Helpful and Alert

RESPONSIBILITY

- Unconcerned - Lackadaisical
- Acceptable
- Very Dependable

USE OF WORKING TIME

- Frequently Loafs
- Fair
- Always Stays Busy

TARDINESS

- Frequently Late
- Seldom Late
- Never Late

ACCURACY

- Makes Many Careless Errors
- Average
- Does It Right

APPEARANCE/HYGIENE

- Poor - Needs Attention
- Acceptable
- Always Neat and Presentable

ATTENDANCE

- Frequently Off Work
- Seldom Off Work
- Never Off Work

COMMUNICATIONS SKILLS

- (Understanding Verbal Instructions)
- Does NOT Easily Understand
 - Average
 - Almost Always Understands

TOOLS

- Has Proper, Well-Maintained Tools
- Lacks Proper Tools

ATTIRE

- Wears Proper Work Clothes
- Does NOT Dress for the Job

Shortcomings Should Be immediately Addressed and Discussed with the Apprentice.

Considering Their Time in Apprenticeship, the Apprentices's Knowledge of the Trade Is:

- Unsatisfactory
- Below Average
- Average
- Above Average
- Exceptionally High

Jobsite Location: _____

Journeyman Comments: _____

I have discussed these comments and this evaluation with the apprentice.

Apprentice's Signature

Date

Journeyman's Signature

Date

Journeyman's Printed Name

This Form Must Be Completed and Returned to the JATC

APPENDIX F

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Section 1

Background Information About You

Name of Apprentice Being Evaluated _____

1. Your Name _____

2. Your Job Title _____

3. Length of time supervising apprentice:

- Less than one month
- 1-3 months
- 4-6 months
- 7-12 months
- More than a year

4. Your relationship to the apprentice:

- His/Her direct supervisor
- Supervisor of his/her direct supervisor
- Employer/Supervisor of entire workforce

5. How well do you feel you know this apprentice's job duties and job performance?

- not very well at all
- not too well
- pretty well
- very well

6. Rating Date _____

MONTH

DAY

YEAR

Section 2

Job Performance Effectiveness

Instructions

This section contains a list of 8 categories of electrical worker performance derived specifically for this research by analyzing outside apprentice jobs in many locations across the U.S. Each performance category is intended to assess components of work that are common to a great many apprentice jobs.

For each worker you will rate the **Level of performance effectiveness**. Consider how effective the worker is in performing activities that are included in this performance category. Read the descriptions for: *Needs Improvement, Meets Standards, and Superior*. Decide first which level the worker's **typical** performance corresponds with, and then decide which of the two or three ratings within that level best reflects this worker's performance. Make a rating from 1 to 7.

If you have not had an opportunity to observe the worker performing activities that fall within this category, check the N/A (Not Applicable) box.

Please keep these points in mind when making your ratings:

- **Your ratings should reflect the apprentice's most typical performance.** Take into account the worker's performance over time; don't focus on just a few occasions or the most recent occasions. For example, if the worker has performed over time as described in the *Meets Standards* level most of the time but also performs at times at the *Superior* level, the best rating would be a "5."
- **Don't give the apprentice the same rating for all categories.** Your ratings should reflect the worker's relative strengths and weaknesses. Remember, most people do vary in how they perform across job performance categories.
- **Make your own judgments.** Even though two raters will provide information for each worker, it is important that you don't seek advice from others.
- **Avoid being misled by irrelevant information** about the worker such as appearance, education, family background, or other personal characteristics that are not related to actual job performance. Base your rating strictly on what the worker has done **on the job**.
- **If you provide ratings for more than one apprentice, don't rate them all the same.** Your ratings should reflect which workers are performing relatively more and less effectively within each performance category.

Planning, Preparing, and Organizing Work

Thinking through job requirements, planning for problems that might occur, laying out steps and procedures, documenting or diagramming the job

Needs Improvement	Meets Standards	Superior	N/A
<ul style="list-style-type: none"> ▪ rushes job ▪ fails to obtain needed resources in a timely manner ▪ neglects to label or document the job ▪ begins work without thinking through procedures ▪ wastes or misuses time or materials ▪ omits needed steps 	<ul style="list-style-type: none"> ▪ obtains and inventories supplies necessary for completing job ▪ plans approach for accomplishing tasks ▪ organizes equipment to save time while working 	<ul style="list-style-type: none"> ▪ plans work activities ahead of time ▪ anticipates resource requirements even for challenging or changeable jobs ▪ designs most efficient layout for job ▪ devises an effective system to organize, document, or diagram the job ▪ anticipates obstacles or changes and plans with them in mind 	
Performance Effectiveness: (circle a number 1-7, or check N/A box)			
1 2	3 4 5	6 7	<input type="checkbox"/>

Working Hard, Taking Initiative, and Being Responsible

Completing a lot of work in a short time period, taking on more responsibility, continuing to work in difficult circumstances, adhering to job rules (including starting times), not using drugs or alcohol on the job

Needs Improvement	Meets Standards	Superior	N/A
<ul style="list-style-type: none"> ▪ drinks or uses other drugs on the job or at lunch ▪ refuses to attempt a new or difficult task ▪ avoids work or leaves work unfinished ▪ forgets to check on assigned responsibilities ▪ ignores rules or policies (e.g., attendance, tardiness) ▪ wastes time 	<ul style="list-style-type: none"> ▪ completes tasks ▪ works in a timely and accurate manner ▪ accepts responsibilities and assignments 	<ul style="list-style-type: none"> ▪ checks own work thoroughly ▪ overcomes obstacles to get work done ▪ uses “down” times efficiently ▪ seeks challenging responsibilities to improve skills ▪ volunteers for or persists on jobs even under unpleasant working conditions ▪ investigates alternative work methods ▪ puts forth effort needed to do a “quality job” 	
Performance Effectiveness: (circle a number 1-7, or check N/A box)			
1 2	3 4 5	6 7	<input type="checkbox"/>

Solving Problems

Finding new methods to complete a task when a problem occurs, improvising using available materials, finding a better way to do a task

Needs Improvement	Meets Standards	Superior	N/A
<ul style="list-style-type: none"> ▪ takes shortcut that costs time and money in the long run ▪ relies on familiar, time-consuming, inefficient work methods ▪ gives in to the situation rather than trying to solve it 	<ul style="list-style-type: none"> ▪ considers and tries different procedures for accomplishing a job ▪ comes up with an alternative work method when conditions prevent usual procedures from working 	<ul style="list-style-type: none"> ▪ improvises a creative or novel method to accomplish a job efficiently and safely ▪ adapts tools to fit the task at hand ▪ suggests a simple procedure to replace a more difficult one 	
Performance Effectiveness: (circle a number 1-7, or check N/A box)			
1 2	3 4 5	6 7	<input type="checkbox"/>

Working Safely

Following correct safety procedures, using tools and equipment safely, using precautions when working with hot circuits

Needs Improvement	Meets Standards	Superior	N/A
<ul style="list-style-type: none"> ▪ uses equipment carelessly or beyond its capability ▪ fails to alert others to hazards ▪ forgets to check whether power is off at appropriate times; turns power on before ensuring safety of others ▪ acts before thinking through safety consequences ▪ neglects to use or wear appropriate safety equipment for the job 	<ul style="list-style-type: none"> ▪ makes appropriate decisions about safety of job conditions ▪ takes proper first aid steps for minor injuries ▪ wears appropriate safety gear to minimize consequences of accidents 	<ul style="list-style-type: none"> ▪ checks work area for potential hazards ▪ alerts others to potential unsafe conditions ▪ checks steps of job to ensure procedures meet safety standards ▪ takes precautions to prevent injuries ▪ checks appropriate circuits before working with them ▪ handles, holds, or uses tools safely and correctly 	
Performance Effectiveness: (circle a number 1-7, or check N/A box)			
1 2	3 4 5	6 7	<input type="checkbox"/>

Teamwork

Communicating clearly with other workers, helping other team members, following the instructions given for completing a task, asking for help if needed

Needs Improvement	Meets Standards	Superior	N/A				
<ul style="list-style-type: none"> ▪ ignores input or instructions from team members ▪ refuses to help others on odd jobs or grunt work ▪ argues with or insults others ▪ fails to communicate essential information to team members 	<ul style="list-style-type: none"> ▪ shares information with other team members ▪ contributes to the team effort or task completion ▪ asks others for help to complete task when necessary ▪ learns importance of cooperation through interactions or friction with others 	<ul style="list-style-type: none"> ▪ suggests a team process to accomplish a job more efficiently ▪ assists team members to accomplish a task or overcome an obstacle ▪ communicates frequently to ensure team understanding of job requirements ▪ divides work to improve work quality and timeliness 					
Performance Effectiveness: (circle a number 1-7, or check N/A box)							
1	2	3	4	5	6	7	<input type="checkbox"/>

Troubleshooting

Finding the cause of an electrical problem, inspecting or testing equipment, getting a system or equipment to work

Needs Improvement	Meets Standards	Superior	N/A				
<ul style="list-style-type: none"> ▪ overlooks or fails to check obvious source of problem ▪ replaces part before investigating source of problem ▪ makes incorrect decision when testing equipment or circuits ▪ makes repairs that only partially solve the problem 	<ul style="list-style-type: none"> ▪ tests circuits to isolate problem ▪ inspects equipment to determine faults ▪ visually inspects for obvious symptoms ▪ identifies problem with existing installation 	<ul style="list-style-type: none"> ▪ considers all available symptoms to diagnose an obscure underlying problem ▪ logically traces circuits, makes changes, and re-tests to ensure proper functioning ▪ locates and fixes problem quickly, reducing costly down-time 					
Performance Effectiveness: (circle a number 1-7, or check N/A box)							
1	2	3	4	5	6	7	<input type="checkbox"/>

Following Blueprint, Code, and Installation Instructions

Checking blueprints to install correctly, making sure that the installation meets Code, reading instructions from kits

Needs Improvement	Meets Standards	Superior	N/A
<ul style="list-style-type: none"> ▪ installs systems or equipment that do not conform to current code ▪ fails to read, or deviates inappropriately from specifications or instructions ▪ works without checking blueprint (e.g., such that result does not match blueprint) ▪ makes errors in interpreting scale on drawing or blueprint 	<ul style="list-style-type: none"> ▪ uses working knowledge of code to guide installation decisions ▪ refers to codebook to calculate size information 	<ul style="list-style-type: none"> ▪ refers to codebook to guide planning and installation steps ▪ identifies and corrects previous code violations ▪ thoroughly studies blueprints before starting job in order to plan and monitor the work ▪ double-checks layout to ensure it is correct before starting installation steps 	
Performance Effectiveness: (circle a number 1-7, or check N/A box)			
1 2	3 4 5	6 7	<input type="checkbox"/>

Responding to an Emergency

Preventing a problem from worsening, administering first aid, keeping the public out of danger

Needs Improvement	Meets Standards	Superior	N/A
<ul style="list-style-type: none"> ▪ fails to administer necessary life-saving first aid procedures ▪ “freezes” or becomes unable to react when emergency occurs ▪ becomes over-excited or reacts inappropriately in dangerous situations 	<ul style="list-style-type: none"> ▪ makes appropriate decisions when minor accidents occur ▪ administers basic first aid in routine situations ▪ follows instructions given by others to help during emergencies 	<ul style="list-style-type: none"> ▪ reacts quickly to reduce potential for damage or injury ▪ administers emergency first aid or CPR ▪ remains level-headed in dangerous situations ▪ reacts quickly to rescue victim or direct rescue procedures 	
Performance Effectiveness: (circle a number 1-7, or check N/A box)			
1 2	3 4 5	6 7	<input type="checkbox"/>

APPENDIX G

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NOTICE

OF

RIGHT TO REGISTER COMPLAINTS

Any Apprentice or Applicant for Apprenticeship (or Agent on their behalf) who believes that he or she has been discriminated against on the basis of race, color, religion, national origin, or sex. The applicant must meet the minimum age requirement. With regard to apprenticeship, or that equal opportunity standards have not been followed, the applicant has 180 days from the date of the alleged discrimination to register a complaint. The complaint shall be in writing and shall be signed by the complainant. It must include the name, address and telephone number of the person allegedly discriminated against, the program sponsor involved, and a brief description of the circumstances of the failure to apply the equal opportunity standards. Complaints may be registered with the JATC, the U.S. Department of Labor, Office of Apprenticeship, the Registration Agency if other than the Office of Apprenticeship or the Equal Employment Opportunity Commission (EEOC) at the following local, State or Federal addresses:

Office of Apprenticeship

Oklahoma Office of Apprenticeship
NAME

215 Dean A McGee Ave Suite 346
ADDRESS

Oklahoma City, OK 73102
CITY STATE ZIP

Federal EEOC:

U.S. EEOC
NAME

131 M Street, NE
ADDRESS

Washington D.C. 20507
CITY STATE ZIP

West Texas Electrical JATC
NAME

PO Box 245
ADDRESS

Amarillo, TX 79105
CITY STATE ZIP

State Apprenticeship Agency: (if applicable)

NAME

ADDRESS

CITY STATE ZIP

State EEOC:

Texas EEOC
NAME

207 S. Houston Street 3rd Floor
ADDRESS

Dallas, TX 75202
CITY STATE ZIP

NAME

ADDRESS

CITY STATE ZIP

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APPENDIX H

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CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made this _____, day of _____ 2011, between the _____ Joint Apprenticeship and Training Trust Fund having an office at _____ (the "JATC"), and _____ [Insert name of the JATC Employee / Trustee / IBEW Local / NECA Chapter / Service Provider] [whose principal office is located at _____] ("[NAME]").

RECITALS

- A. **WHEREAS**, the JATC is an employee welfare benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA");
- B. **WHEREAS**, [NAME] [is an employee of the JATC] [is a Trustee of the JATC] [is a plan settlor of the JATC] [provides services] to the JATC;
- C. **WHEREAS**, in the course of [NAME'S] dealings with the JATC, [NAME] may receive Confidential Information belonging to the JATC;
- D. **WHEREAS**, Confidential Information includes any and all information disclosed to or known by [NAME] in connection with [NAME'S] relationship with the JATC that is not generally known to people outside the JATC and which is related to the JATC, its participants, IBEW Local ____, _____ Chapter of NECA, the IBEW-NECA National Joint Apprenticeship Training Committee, JATC contributing employers, service providers, employees, agents, operations, finances, methods, processes, intellectual property as well as any and all information entrusted to the JATC in confidence by anyone else;
- E. **WHEREAS**, examples of Confidential Information include but are not limited to the following: financial information of any nature; Trustee or Committee deliberations; Board of Trustee or Committee Meeting Minutes; participant educational or other benefit information; participant health or disability information; participant lists and addresses; or participant personal and financial information;
- F. **WHEREAS**, it is necessary for the efficient administration of the JATC and in conformance with applicable law governing the JATC that Confidential Information not to be further distributed or communicated by [NAME] to others; and
- G. **WHEREAS**, the JATC hereby adopts a Confidentiality Policy requiring the execution of a Confidentiality Agreement substantially in the form of this Agreement by those given Confidential Information by the JATC and not otherwise bound by professional confidentiality restrictions.

NOW, THEREFORE, with the foregoing recitals incorporated by reference and made a part hereof, and intending to be legally bound, the parties hereby agree as follows:

1. Duty Not to Disclose. [NAME] agrees that it shall use Confidential Information only for the purpose of performing its fiduciary duties, services, or employment obligations to the JATC and will not in any manner, either directly or indirectly, disclose Confidential Information to any third party.
2. Confidential Information Exclusions. Confidential Information does not include: (i) information that is or becomes publicly available (other than as a result of disclosure by [NAME] in violation of this Agreement); (ii) information that becomes available to [NAME] on a non-confidential basis from a source other than the JATC, provided that the source of such information was not known by [NAME] (after such inquiry as would be reasonable in the circumstances) to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information; or (iii) information that was already known to [NAME] prior to [Name's] relationship with the JATC, provided that the source of such information was not known by [NAME] (after such inquiry as would be reasonable in the circumstances) to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information.
3. Notice of Required Disclosure. If [NAME] is required (in connection with legal proceedings, by, for example: oral motion, interrogatory, request for information or documents, subpoena, demand or similar process) to disclose any Confidential Information, it shall provide the JATC with prompt notice of such request so that an appropriate protective order can be sought, if deemed necessary by the JATC. If a protective order is so deemed necessary, [NAME] agrees to consent to the order without opposition.
4. Remedies. [NAME] acknowledges that damages resulting from the breach of this Agreement may be impossible to measure accurately, and injuries sustained by the JATC from any such breach might be incalculable and immediate. Therefore, in addition to all other remedies available at law or in equity (including the right to seek monetary damages), [NAME] further acknowledges that, in the event of such a breach or threatened breach, the JATC shall be entitled to specific performance of the covenants contained in this Agreement or injunctive or other equitable relief without posting a bond. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.
5. Prevention & Notification. [NAME] agrees to (a) use its best efforts to prevent any unauthorized use or disclosure of Confidential Information, (b) notify the JATC in writing promptly upon discovery of any such unauthorized use or disclosure, and (c) cooperate with the JATC in every reasonable way to regain possession of the Confidential Information and to prevent further unauthorized use.
6. Compliance with Law. [NAME] agrees to comply with applicable state or federal law with respect to use or disclosure of Confidential Information, and shall not use or disclose

Confidential Information other than as required by law.

7. Survival. This Agreement and the parties' rights and obligations hereunder shall survive termination and remain in full force and effect with respect to all Confidential Information received by [NAME] prior to the cessation of [NAME'S] relationship with the JATC.
8. Destruction of Confidential Information. [NAME] agrees that it will destroy and retain no copy (in any form) of any Confidential Information, after [his/her/its] relationship with the JATC ceases.
9. Agents & Subcontractors. [NAME] agrees to ensure that any agent, subcontractor, or other individual or entity to whom [he/she/it] provides Confidential Information (except as otherwise required by law) agrees to the same restrictions and conditions as set forth above.
10. No Proprietary Interest. [NAME] agrees that it shall not have any proprietary interest in or rights with respect to any Confidential Information.
11. Counterparts. This Agreement may be executed in counterparts, but all of which shall constitute one and the same instrument.
12. Authorized Signatories. Each person signing below represents and warrants that he or she has full power and authority to execute and deliver this Agreement.
13. No Additional Rights. Nothing in this Agreement shall be construed as creating any obligation on the part of the JATC to disclose any Confidential Information whatsoever. Nothing in this Agreement shall be construed as granting any rights to [NAME] with respect to the Confidential Information.
14. Severability. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions in this Agreement, and this Agreement shall be construed as if such provision(s) had never been contained herein, provided that such provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.
15. Captions. The captions contained in this Agreement are for convenience only and shall not affect the construction or interpretation of any provisions of this Agreement.
16. Waiver. No waiver by the JATC of any breach by [NAME] of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in a writing provided by the JATC and then only to the extent expressly set forth in such writing.
17. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to [NAME'S] confidentiality and non-disclosure obligations to the JATC.

18. Facsimile of Executed Agreement. An executed copy of this Agreement received by facsimile or other electronic means will be as valid as receipt of an original executed copy of the Agreement.

19.

JATC

[NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPENDIX I

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The Trustees
of

The National Joint Apprenticeship and Training Committee

for the
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
and the
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

upon the Recommendation of the
Baltimore Electrical

JOINT APPRENTICESHIP AND TRAINING COMMITTEE
do hereby present this diploma to

James I. Smith

In recognition of satisfactory completion of their indenture, as indicated by acquiring the minimum number of on-the-job hours, related studies and/or classroom training; thereby accomplishing a degree of knowledge and skill level which is mastered only by those who attain the goals and standards set forth by this Industry. The above named graduate is therefore worthy and deserving of the Internationally Recognized classification of

Journeyman Wireman

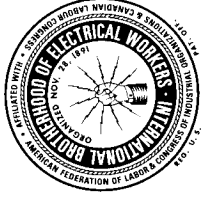
which is herewith conferred as acknowledged by the signatures of the Trustees on this twenty-fifth day of March in the year 2011

Erwin DeHoe
President, IBEW

John M. Ryan
Executive Vice President & CEO, NECA

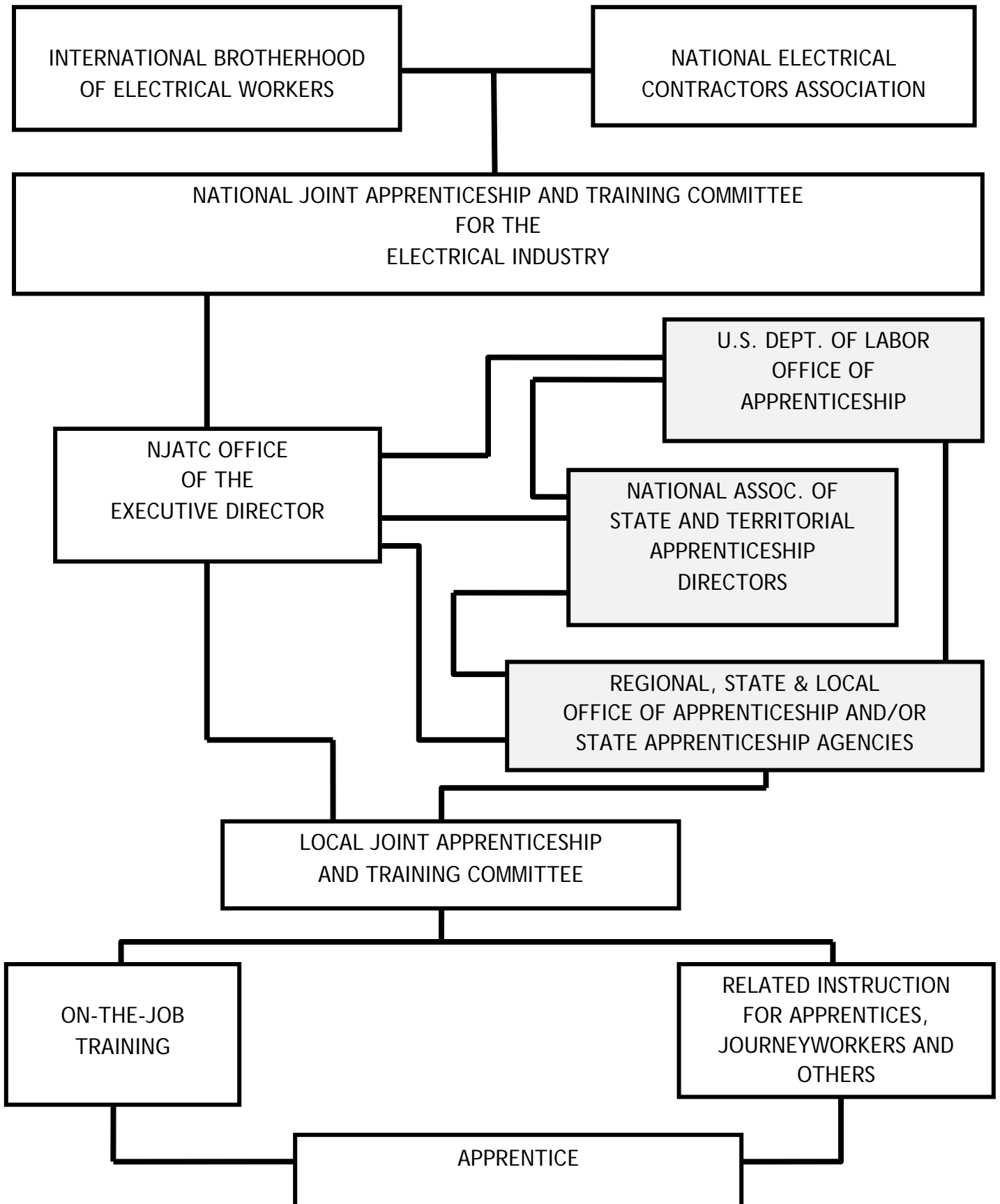
J. L. TC Chairman

J. L. TC Secretary



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APPRENTICESHIP SYSTEM OF THE ELECTRICAL CONTRACTING INDUSTRY



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POLICY AGAINST SEXUAL HARASSMENT

AS ADOPTED
BY
THE

WEST TEXAS JOINT ELECTRICAL
APPRENTICESHIP
AND
TRAINING COMMITTEE



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POLICY AGAINST SEXUAL HARASSMENT

I. GENERAL

The Joint Apprenticeship and Training Committee does not tolerate sexual harassment of any type. Sexual harassment is unlawful, and such prohibited conduct exposes not only the Committee, but individuals involved in such conduct to significant liability under the law. The Committee expects committee employees (including instructors), employers who hire apprentices, and apprentices to treat each other with respect and dignity. Sexual harassment not only hurts the immediate victim, but can result in a general atmosphere in which the purpose of the apprenticeship and training program is undermined. The Committee, therefore, is committed to vigorously enforcing this policy against sexual harassment. Committee employees or apprentices who engage in such conduct will be disciplined. Employers who engage in such conduct against apprentices will be denied access to apprentices.

II. WHAT CONSTITUTES SEXUAL HARASSMENT?

Sexual harassment according to the Federal Equal Employment Opportunity Commission (EEOC) consist of unwelcome sexual advances, request for sexual favors, and any other verbal or physical conduct of a sexual nature when:

- a. submission to such conduct is made explicitly or implicitly a term or condition of an individual's training or employment;
- b. submission to, or rejection of, such conduct by an individual is used as the basis for training-related or employment-related decision affecting such individual; or
- c. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, abusive or offensive working environment.

Sexual harassment may include, but is not limited to, intentional physical conduct that is sexual in nature, such as touching, pinching, patting, sexual-oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience; and displaying pictures, posters, calendars, graffiti, objects, promotional materials, reading materials or other materials that are sexually suggestive, sexually demeaning or pornographic.

III. FILING AND INVESTIGATING COMPLAINTS

Any complaints regarding sexual harassment occurring at JATC facilities, or involving employees of the JATC, should be submitted to the JATC Training Director or an individual designated by the Training Director. Complaints may be made in writing or orally, and anonymous complaints will be accepted. A complaint of harassment may be made by someone who is not the target of harassment, and, indeed, anyone who observes sexual harassment is encouraged to report it. Complaints of sexual harassment will be fully investigated and a determination of the facts will be made on a case-by-case basis. Complaints and information obtained in the course of the investigation of complaints shall be treated confidentially except to the extent necessary to investigate and resolve such complaints or as may be necessary to respond to such complaints in a legal proceeding before a court or administrative agency.

Committee instructors are responsible for reprimanding an apprentice for engaging in an act of sexual harassment against another apprentice which the instructor observes or of which the instructor becomes aware. If the conduct continues or recurs, the instructor should file an official complaint with the JATC Training Director.

If an employee wishes to pursue a sexual harassment complaint through a government agency or to seek outside help from a third party, he or she has a legal right to do so. Under no circumstances should Committee employees interfere with that right.

IV. RESOLVING COMPLAINTS

After a thorough investigation any Committee employee or apprentice found to have committed an act of sexual harassment shall be immediately disciplined. The nature of the discipline imposed will depend on the nature and severity of the misconduct found upon investigation, and may include discharge for a first offense. Reconsideration by the Committee may be requested within thirty days of receiving the Committee's decision.

V. RETALIATION PROHIBITED

The Committee will not tolerate any form of retaliation against an apprentice or a Committee employee who has made a complaint or cooperated in an investigation of alleged sexual harassment.

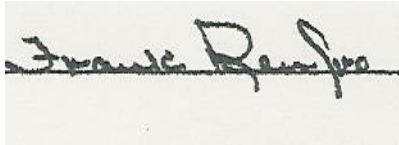
All persons contacted in the course of an investigation will be advised that they and other individuals involved in a complaint are entitled to be treated in a professional and respectful manner, and that any retaliation or reprisal against an individual who is an alleged target of harassment or who has made a complaint, or has provided evidence in conjunction with a complaint, is prohibited and could result in discipline up to, and including, termination. Committee employees or apprentices who are found to have engaged in retaliation or who fail to cooperate with an investigation of sexual harassment will be subject to substantial discipline up to, and including, discharge or termination from the program.

VI. EMPLOYER RESPONSIBILITIES

Employers who hire apprentices from this program are expected to establish their own policies against sexual harassment and retaliation, including specific procedures for the filing, investigation, and resolving of complaints. Contractors should understand that under EEOC's sex discrimination regulations, and court decisions, an employer may be responsible for the acts of its supervisory employees, with regard to the employer's specific authorization or knowledge of such acts by them. (Supervisors will be treated as agents of the employer if the employer fails to establish an explicit policy against sexual harassment or fails to establish a reasonably accessible procedure by which victims of sexual harassment can make their complaints known to appropriate officials and have them rectified. With respect to sexually harassing conduct between non-supervisory employees, the employer is responsible where the employer, or its agent, knows or should have known of the conduct, unless the employer takes immediate and appropriate corrective action.)

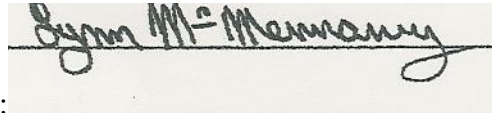
The failure of an employer to take appropriate action regarding an apprentice's complaint of sexual harassment on the job may result in the employer being denied access to apprentices in the program. It is expected that employers will work cooperatively with the JATC on matters concerning the Committee's policy against sexual harassment.

This policy is adopted by the **West Texas Electrical Joint Apprenticeship and Training Committee** effective **April 11, 2000**.



Signed:

JATC Chairman: Frank Renfro



Signed:

JATC Secretary: Lynn McMennamy



Substance Abuse Policy and Program
for the
West Texas Electrical
Joint Apprenticeship and Training
Committee

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PART ONE: PREAMBLE BY THE ELECTRICAL TRAINING *ALLIANCE*

A. Purpose

The IBEW-NECA *electrical training ALLIANCE* (“*ALLIANCE*”) recognizes that employment in the electrical contracting industry is potentially hazardous. Although employers bear the exclusive responsibility for the safety and health of their employees (including apprentices) on the job, the *ALLIANCE* realizes that workplace safety is threatened by the use of illegal drugs and alcohol. Accordingly, the *ALLIANCE* understands the necessity of having rules in place which, under some circumstances, may include drug and alcohol testing of apprentices. The purpose of such rules should be limited to maintaining the safety of all jobsite personnel, the preservation of property belonging to the construction owner and of employers and employees on the project, the enhancement of the jobsite learning experiences of apprentices, and the assurance of quality work performed by apprentices on construction projects.

B. Fairness in Application

However, the *ALLIANCE* also stands for fair rules of employment, the dignity of workers, and the importance of providing a substance-impaired worker, who seeks help, with an opportunity for rehabilitation. This Substance Abuse Policy and Program (Policy) is intended to be applied in full compliance with these principles, and with all laws, regulations and court decisions which secure these fundamental rights in connection with any chemical testing to which employees, including apprentices, may be subjected.

C. Conditions of Applicability

This Policy is based on the fact that JATCs in the electrical contracting industry engage in the selection of apprentices, and the assignment of those apprentices to employers to obtain on-the-job training (“OJT”). It is, therefore, recommended that this substance abuse Policy be implemented by JATCs in two situations: 1) with respect to applicants for an apprenticeship program – after notice of testing and after a conditional offer of selection has been made to an individual by the JATC, but prior to indenture; and 2) with respect to incumbent apprentices where: (a) the JATC, based on all the facts at its disposal, believes there is reasonable cause to believe that unlawful use of drugs, or impairment from alcohol, exists; and (b) the apprentice in question denies such use or impairment.

D. Americans with Disabilities Act

Joint apprenticeship and training committees should also bear in mind that they must comply with the Americans with Disabilities Act (“ADA”), and other state and local laws and regulations which prohibit employment discrimination against disabled individuals who are capable of performing the essential functions of their jobs with reasonable accommodation. This Policy is intended to be applied strictly in accordance with those laws and regulations.

E. Testing as a Mandatory Subject of Bargaining

The *ALLIANCE* cautions that substance abuse programs maintained by employers typically affect their workers’ terms and conditions of employment, and therefore, are mandatory subjects of collective bargaining under the National Labor Relations Act (“Act”). This Policy is not intended to interfere with the rights of IBEW local unions to negotiate with employers the contents of substance abuse programs to which an employer’s employees are subject. The *ALLIANCE* acknowledges that, frequently, construction owners and/or general contractors impose their own substance abuse policies and programs on electrical contractors working at their construction projects.

While this Policy is not intended to prevent electrical contractors from complying with those requirements, the *ALLIANCE* should not be understood to be endorsing any independent substance abuse programs or policies which may be negotiated by local unions or established by owners, general contractors, or electrical contractors.

F. Notice and Disclaimer

By publication of this Policy, the *ALLIANCE* does not intend to urge action that is not in compliance with applicable laws, and nothing herein should be construed as doing so.

The legal status of substance-abuse prevention in the workplace is in a continuing state of transition. The courts and the legislatures – at the federal, state, and local levels – are all playing a part in shaping the law. Substance abuse prevention and drug/alcohol-testing programs involve the risk of substantial legal liability when conducted improperly or in violation of governing law. Moreover, a policy that complies with the law of one jurisdiction may not comply with the laws of another.

Therefore, before implementing this, or any other alcohol and substance abuse policy, Local JATCs must consult local legal counsel to ensure compliance with applicable federal, state and local laws and regulations.

Moreover, the *ALLIANCE* does not assume responsibility for ascertaining or monitoring the drug-free or alcohol-free status of any apprentice or applicant for apprenticeship, and recommends that joint apprenticeship and training committees (“JATCs”) for the electrical construction industry similarly disclaim such responsibility.

PART TWO: SUBSTANCE ABUSE POLICY AND PROGRAM FOR JATC

I. INTRODUCTION

A. Purpose

The purposes of this Substance Abuse Policy and Program (Policy) are 1) to maintain the safety of all jobsite personnel, 2) to preserve property belonging to the construction owner, other employers and employees on the jobsite, 3) to enhance the jobsite and classroom learning experiences of apprentices, and 4) to assure that apprentices perform quality work on construction projects.

B. Fairness in Application

The JATC also stands for fair rules of employment, the dignity of workers, and the importance of providing a substance-impaired worker, who seeks help, with an opportunity for rehabilitation. Accordingly, this Policy will be applied in full compliance with these principles, and with all laws, regulations and court decisions which secure these fundamental rights in connection with any chemical testing to which employees, including apprentices, may be subjected.

C. Conditions of Applicability

This Policy provides for drug and alcohol testing in two situations: 1) with respect to applicants for the apprenticeship program – after notice of testing and after a conditional offer of selection has been made to an individual by the JATC, but prior to indenture; and 2) with respect to incumbent apprentices, where: (a) the JATC, based on all the facts at its disposal, believes there is reasonable cause to believe that unlawful use of drugs, or impairment from alcohol, exists; and (b) the apprentice in question denies such use or impairment.

This Policy also sets forth the consequences to applicants and apprentices of reporting failing drug or alcohol tests. The JATC recognizes that drugs and alcohol present a serious health problem and encourages all apprentices to seek assistance for such problems.

D. Notice

The JATC will make this Policy available to all current and future apprentices. The JATC will also make the Policy available to applicants for apprenticeship, after a conditional offer of selection has been made to the individual by the JATC, and prior to indenture.

E. Disclaimer

The JATC also recognizes that, frequently, construction owners and/or general contractors impose their own substance abuse policies and programs on electrical contractors working at their construction projects. In addition, electrical contractors may have their own substance abuse programs. While this Policy is not intended to prevent electrical contractors from complying with those policies and programs, the JATC is not endorsing any independent substance abuse programs or policies which may be negotiated by the local union(s) or established by owners, general contractors, or electrical contractors. Nor by implementation of this Policy does the JATC assume responsibility for ascertaining or monitoring the drug-free or alcohol-free status of any apprentice or applicant for apprenticeship.

II. CONFIDENTIALITY

A. Information Kept Confidential

All information obtained by the JATC regarding drug and alcohol testing of apprentices or applicants for the apprenticeship program shall be maintained in separate files, and shall be treated in all respects as confidential medical records.

B. Communication on a Need-to-Know Basis Only

Information on test results shall be communicated only to those who need to know in order to implement the Policy and ensure safety and proper treatment of tested apprentices or applicants. Information regarding an apprentice's or applicant's drug test results or rehabilitation status may be released only upon written consent by the apprentice or applicant, except that, regardless of consent, such information may be released where permitted by law:

1. To the representative of a state agency upon request as part of an accident investigation.

2. If the Medical Review Officer (MRO) believes that continued performance by the apprentice or applicant of his/her safety-sensitive function could pose a significant safety risk to the apprentice or applicant or to others.

III. TESTING

Refusal to submit to testing as required and/or permitted under this Policy, or falsification of a test, will be regarded as a positive test result, rendering the apprentice or applicant subject to the attendant consequences set forth herein. Failure to appear for testing without a deferral will be considered refusal to submit to testing.

A. Testing of Applicants

1. In general

Applicants for an apprenticeship program shall not be asked about drug or alcohol dependence or use until a conditional offer of selection has been made.

Once a conditional offer of selection has been made to an applicant, however, the applicant shall, prior to being indentured in the apprenticeship program, be tested for alcohol impairment and illegal drug use. An applicant testing positive for alcohol impairment or illegal drug use, pursuant to the provisions otherwise set forth in this Policy, shall be denied selection.

2. Alcohol dependence

If, however, an applicant for an apprenticeship program discloses in the course of the application process, and prior to being selected and subjected to alcohol impairment testing, that he or she suffers from alcohol dependence, the applicant shall be tested to determine whether he or she is presently alcohol-impaired.

a. If the test result is “positive,” the applicant shall not be selected.

b. If the test result shows that the applicant was not then impaired, the applicant shall proceed with the application process, shall not be denied selection on the basis of his or her alcohol dependence, and shall be told that the use of alcohol at the workplace will subject the applicant to immediate discharge from the program.

(1) Except as provided in paragraph (2), if the applicant is selected, he or she shall be instructed to enroll in an appropriate alcohol treatment and counseling program as a condition for being indentured in the apprenticeship program. If the applicant is indentured on this basis, and is enrolled in such a program, then, until such time as the apprentice provides the JATC with a certified statement from the rehabilitation program that the apprentice has successfully completed the program, the apprentice may be tested for alcohol impairment, at no cost to the apprentice, prior to each new assignment by the JATC for on-the-job training. If such an apprentice tests “positive” for alcohol impairment prior to receiving such a certificate, the apprentice shall immediately be terminated from the apprenticeship program.

(2) If the applicant is selected and has already completed an alcohol treatment and counseling program, the applicant shall provide the JATC with a certified statement from the rehabilitation program that he or she has successfully completed the program.

B. Testing of Incumbent Apprentices

1. Reasonable cause testing

Incumbent apprentices shall be tested if the JATC, based on all the facts at its disposal, determines there is reasonable cause to believe that unlawful use of drugs, or impairment from alcohol, exists; and the apprentice in question denies such use or impairment. For purposes of this Policy “reasonable cause” may be based on, among other things:

a. Information provided by an employer to whom an apprentice has been assigned that the apprentice has been administered a test revealing the presence of alcohol or prohibited drugs; unless the apprentice provides the JATC with:

(1) Documentation from a physician stating that the positive result from the test may have been caused by the use of a properly prescribed medication; or

(2) “Negative” test results from a certified laboratory’s independent test of the secured portion of the same sample;

b. Failure of an apprentice, when asked to do so by the JATC, to make a written request for, and use his or her best efforts to obtain, the results

of an employer-administered drug or alcohol test, and to provide a copy of the written request and any results obtained to the JATC or its authorized agents;

c. Information provided by reliable and credible sources, or independently corroborated, that the apprentice is or may be using illegal drugs or is currently impaired by the use of alcohol;

d. Newly discovered evidence that an apprentice has tampered with a previous drug or alcohol test;

e. Sudden changes in work or classroom performance;

f. Repeated failure to follow instructions or procedures;

g. Violation of safety practices;

h. Involvement in a near accident;

i. Odor of alcohol or residual odor peculiar to an illegal drug emanating from an apprentice or near an apprentice's work or study area;

j. Unexplained or frequent absenteeism;

k. Unexplained or frequent rejection for employment;

l. Unexplained drowsiness, disorientation, erratic behavior or mood changes;

m. Arrest or conviction for violation of criminal drug statutes.

2. Possession is the equivalent of a positive test

When an apprentice is found at the jobsite or classroom in possession of illegal drugs, drug paraphernalia, or alcohol, there is no need to engage in drug or alcohol testing of the apprentice. The apprentice will be regarded as having tested positive for purposes of this Policy.

3. No testing if necessary medical attention is jeopardized

Testing of an injured apprentice will take place only if it will not jeopardize necessary medical attention for the apprentice.

C. Testing of Other Individuals

The JATC may also test other individuals who receive training from the JATC, but who are neither registered apprentices nor journeypersons. Such persons will be given a copy of this Policy prior to JATC training, and the JATC will apply the standards set forth herein for incumbent apprentices to such individuals.

IV. TESTING PROCEDURES FOR DRUGS

The following procedures will be followed when substance abuse testing is conducted:

A. Methods of Testing

All drug testing shall be conducted in accordance with the U.S. Department of Health and Human Resource Services' "Mandatory Guidelines for Federal Workplace Drug Testing Programs," as set forth in the Federal Register.

All drug testing shall be by urinalysis or other method which may subsequently be recognized by the U.S. Government as state-of-the-art for validity and accuracy of drug testing results. Effective October 1, 2017, HHS will permit oral fluids testing instead of urinalysis, but only if the donor is unable to provide a urine sample.

Testing shall be performed only by laboratories certified by HHS and published monthly in the Federal Register.

In addition, testing samples shall be separated into two containers at the time of donation of the sample (Bottle A and Bottle B). Initial and confirmatory tests (if necessary) shall be performed on the sample in Bottle A. Bottle B of the original sample shall be kept secure and chemically stable and made available for verification of laboratory testing results as provided in paragraph D.3, below.

B. Substances Tested For

HHS authorizes testing for a five-panel drug profile. The five drugs are: marijuana, cocaine, opiates, phencyclidine and amphetamines. Beginning on October 1, 2017, HHS also authorizes testing for: oxycodone, hydrocodone, oxymorphone and hydromorphone.

C. Privacy and Chain of Custody

Collection of urine specimens must be completed in a private setting. For urine and oral fluids, HHS protocol regarding chain of custody and marking of samples must be followed. A copy of the chain of custody paperwork and labeling information will be made available to the apprentice or applicant upon request.

D. Positive Test Results

All initial tests which show a positive result for drugs must be confirmed by more rigorous standards, using HHS protocols.

A confirmed positive test result shall mean test levels on both the screening test and the confirmatory test that are recognized as positive by the HHS Mandatory Guidelines, in their current form or in any subsequent rule or regulation issued by that Agency, for any of the illegal drugs listed in such Guidelines.

E. Oversight by Medical Review Officer (MRO)

All drug testing shall come under the control and supervision of a licensed physician, with knowledge of substance abuse disorders. This physician, called a Medical Review Officer (MRO), will protect apprentice or applicant confidentiality and otherwise abide by the Medical Review Officer Manual, as published on the HHS/Substance Abuse and Mental Health Services Administration (SAMHSA) website: <http://beta.samhsa.gov/workplace>.

The role of the MRO in drug testing includes the following:

1. Procedures for confirmed positive tests

If a positive test is confirmed, the MRO will contact the apprentice or applicant as soon as possible.

(a) An apprentice or applicant whose test results are “positive” shall be advised of the right to provide an alternative explanation and/or to have the secured portion of his/her urine sample independently retested by a HHS certified laboratory of his/her choice and at his/her expense, as provided in paragraphs 2 and 3, below.

(b) The apprentice or applicant shall also receive copies of the following:

(i) Test results;

(ii) A copy of this Policy, which includes notice of the possible adverse actions the JATC may take.

2. Right to provide alternative explanation

After submitting to a test, or after being notified of a positive test, an apprentice or applicant may voluntarily provide the MRO with evidence indicating that a positive result from the test may be caused by the apprentice or applicant’s use of properly prescribed medication. If the evidence is satisfactory to the MRO, a positive test result will not result in adverse action.

3. Right to have secured portion of split sample independently tested

An apprentice or applicant who tests positive shall have the right to have the secured portion of his/her urine (or oral fluids) sample independently tested by a HHS-certified laboratory of his/her choice and at his/her expense.

The apprentice or applicant must notify the JATC or the MRO within two working days of notification of a positive test result that the apprentice or applicant wishes to have the secured portion of the split specimen tested.

The proper chain of custody and documentation must be adhered to by the second lab, which also must be a lab certified by HHS to perform urine drug testing.

If the independent test is “negative” the apprentice/applicant shall be reassigned to on-the-job training immediately.

4. Reporting test results

If the MRO deems an alternative explanation satisfactory, or, if the test on the Secured Sample comes back negative, the MRO shall report a negative result to the JATC.

Otherwise, the MRO reports a positive result to the JATC. The MRO reports only that the sample was positive: he/she does not identify the drug or the levels detected. The positive result report shall result in withdrawal of the conditional offer for an applicant, and an incumbent shall be subject to the procedures set forth in Section VI, below.

5. Failure to respond to the MRO or JATC

If the MRO cannot contact the apprentice or applicant within three days, and after making three attempts, the JATC representative will be notified to contact the apprentice or applicant and advise him or her to contact the MRO. At this time, no test results will be given to the JATC.

If, after 24 hours of being notified by the JATC to do so, the apprentice or applicant does not contact the MRO, the MRO will verify the positive test result to the JATC. The MRO may notify the authorized JATC representative of results by telephone, computer interface, fax, or in writing.

If the JATC cannot contact the apprentice or applicant within three working days, the apprentice or applicant may be subject to termination from the apprenticeship program.

F. No Waiver of Liability for Testing

No apprentice or applicant for an apprenticeship program shall be required to sign any waiver limiting the liability of any firm, laboratory, or person involved in the decision to test or the testing process.

V. TESTING PROCEDURES FOR ALCOHOL

A. Methods of Testing

Because HHS does not provide standards for alcohol testing, all alcohol testing shall be conducted in accordance with the protocols and procedures contained in the Nuclear Regulatory Commission's (NRC's) regulations for alcohol testing, which are part of the NRC's rules governing fitness for duty (10 CFR Part 26).

Initial testing shall be done by breathalyzer, or, in the alternative, by oral fluids testing. Such initial testing must be done, at a minimum, by alcohol screening devices (ASDs) approved by the National Highway Traffic Safety Administration (NHTSA). No adverse action shall be taken against any apprentice or apprentice applicant by the JATC on the basis of an unconfirmed "positive" result of an initial alcohol test.

The confirmatory test must be done on a breath sample, regardless whether the initial test was by breathalyzer or oral fluids screening. Such confirmatory testing must be done by "evidential-grade breath alcohol analysis devices" (EBTs).

B. Chain of Custody

Chain of custody must also be established for alcohol tests. As HHS has stated, the provisions of 29 CFR 26.91(c) regarding evidential-grade breath alcohol analysis devices (EBTs) are "necessary to establish an unimpeachable chain of custody for confirmatory alcohol test results..." *See* 73 Fed. Reg. at 17059 (March 31, 2008).

C. Positive Test Results

A positive alcohol test result shall mean test levels on both the initial test and the confirmatory test that meet the levels set forth in the NRC's regulations for alcohol testing, or other tests that are officially recognized as showing impairment by the applicable federal, state, or local governmental authority.

If the results of the confirmatory tests are negative, no further action is taken. If the results are positive, adverse action may be taken.

D. No MRO Review or Independent Testing

No MRO review is required for a confirmed positive alcohol test result under the NRC regulations. (10 CFR 26.5)

The NRC has permitted the donor to provide a blood sample for independent testing at his or her own expense. This option is no longer available under the NRC regulations.

E. No Waiver of Liability for Testing

No apprentice or applicant for an apprenticeship program shall be required to sign any waiver limiting the liability of any firm, laboratory, or person involved in the decision to test or the testing process.

VI. CONSEQUENCES OF TESTING POSITIVE FOR DRUG OR ALCOHOL

A. Applicants

An applicant for apprenticeship who tests positive on a drug or alcohol test shall have his or her conditional offer of selection withdrawn.

B. Incumbent Apprentices

An incumbent apprentice testing positive on any drug or alcohol test, shall, on first occurrence, be offered the opportunity to enter a rehabilitation or counseling program. The JATC shall provide information to the apprentice concerning the existence of public and private drug counseling, assistance, rehabilitation and other drug and alcohol abuse treatment programs of which the JATC is aware.

If the apprentice enters such a program, his or her status as an apprentice will not be affected, except that pending certification of satisfactory completion of the program, the apprentice's on-the-job training (OJT) shall be suspended without pay. The JATC shall endeavor to accommodate the times during which the apprentice must be absent to participate in such program, in order to allow the apprentice to continue to receive classroom training.

VII. EFFECTIVE DATE/AMENDMENTS

The effective date of this Policy is December 5th, 2017, and shall not apply to apprentices indentured prior to the effective date.

Changes in the law and technology governing substance abuse testing may require modification or revision of this Policy from time to time. Apprentices shall be provided with notice of such modifications or revisions, when adopted by the JATC, at least 30 days prior to their effective date.

For IBEW 602

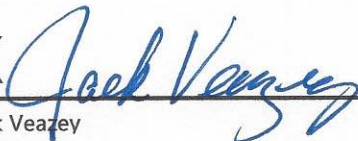
For West Texas Chapter NECA

X



Drew Downs
Committee Secretary

X



Jack Veasey
Committee Chairman

X



Alan Southern
Committee member

X



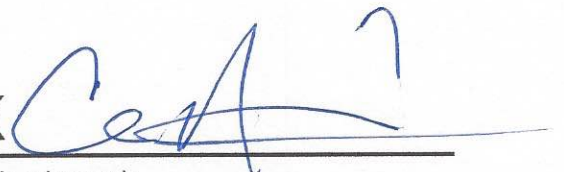
Tony Clemishire
Committee member

X



Devon Walker
Committee member

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CONSENT FORM

1. I have been given a copy of the Joint Apprenticeship and Training Committee's Alcohol and Substance Abuse Policy and Program (Policy). I have read the Policy and understand its contents.

2. As a condition of participation in the apprenticeship program, I applicant/apprentice (circle one), hereby consent to submit to such urinalysis, oral fluids, breathalyzer and/or other tests as shall be determined by the JATC for the purposes of determining the presence of prohibited drugs or alcohol. I agree that any specimens collected for these purposes may be forwarded by the JATC to a certified testing laboratory for analysis. I further agree to and hereby authorize the release of the results of said tests to the JATC or its authorized agents.

I hereby authorize any physician, addictionologist, counselor, or other rehabilitation professional to discuss my compliance with the Policy with the JATC, or its authorized agents.

I understand that my refusal to submit to testing as required and/or permitted under the Policy, or falsification of a test, will be regarded as a positive test result, rendering me subject to the attendant consequences set forth in the Policy.

3. I further understand that on-the-job training (OJT) is a critical part of my apprenticeship, and that as a condition of receiving OJT I may be required by my employers to submit to urinalysis, oral fluids, breathalyzer and/or other tests for the purposes of determining the presence of prohibited drugs or alcohol. I agree to and hereby authorize the release of the results of any such tests and/or examinations to the JATC or its authorized agents.

If the JATC asks me to do so, I will make a written request for, and use my best efforts to obtain, the results of any such tests and/or examinations from my employers. I further agree to provide a copy of the written request and any results I obtain to the JATC or its authorized agents. I understand that my failure to take any of these actions will be regarded as reasonable cause for testing under the terms of the Policy.

I further understand that an employer-administered test revealing the presence of alcohol or prohibited drugs may be regarded as reasonable cause for testing under the terms of the Policy, unless I provide the JATC with: (1) documentation from a physician stating that the positive result from the test may have been caused by the use of a properly prescribed medication; or (2) "negative" test results from a certified laboratory's independent test of the secured portion of the same sample.

SAMPLE

I hereby authorize any employer, physician, addictionologist, counselor, other rehabilitation professional to discuss with the JATC or its authorized agents, the results of any employer-administered urinalysis, oral fluids, breathalyzer and/or other tests administered for the purposes of determining the presence of prohibited drugs or alcohol.

4. I understand that changes in the law and technology governing substance abuse testing may require that the JATC modify or revise this Policy from time to time, and that I will be provided with notice of such modifications or revisions, when adopted by the JATC, at least 30 days prior to their effective date.

I have carefully read the foregoing Consent Form and fully understand its contents. I acknowledge that my signing this form is a voluntary act on my part and that I have not been coerced into signing this document by anyone.

Printed Name

Social Security Number
(Last 4 nos. only)

Signature

Date

Printed Name of Witness

Signature of Witness

Date

SAMPLE