



GOVERNING FITTER APPRENTICES

GENERAL POLICY STATEMENT

April 2025

Basic Principles

It is the sincere desire of the Mountain States Line Constructors Joint Apprenticeship and Training Committee (JATC) to present an up-to-date and adequate program of training for all enrolled participants in order that they might receive the proper training required to perform the work of their trade. The JATC operates with the thought in mind that the apprentices who are being trained today are to become the journeymen of tomorrow. To promote a smoother operating program and for matters of clarification, the JATC therefore sets forth the following policies and rules, which must be observed by each apprentice in the Training Program.

It is the policy of the JATC to conform to Title 29 CFR. Part 30. We have adopted an "open door" policy of applications and notification of apprenticeship opportunities, adopted and inserted where proper a non-discrimination clause, and adopted a selection procedure based on valid, proven minimum qualifications, plus oral interview to assure that entry into the apprenticeship shall be on a basis of qualifications alone, without regard to race, color, religion, national origin or sex.

Responsibility and Authority

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

Director

The Director shall act for, and under the direction of the JATC, in the administration of the Training Program.

At the discretion of the Director, apprentices will be required to appear for a performance review.

Applicants

To qualify for an apprenticeship an applicant must meet the requirements under Appendix A Section 6 of the Standards.

Applicants must be at least eighteen (18) years of age.

Applicants will be given thirty (30) days to complete their application. Applications not completed within the allotted time will be marked void. Any such applicant must resubmit all documents to reapply.

Applicants applying to the program must have a valid Driver's License and DOT Medical.

Indenture

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

All new indentures must read and understand the General Policy Statement Governing Fitter Apprentices and the National Apprenticeship Standards for the Outside Gas Construction Industry and sign a Confirmation Statement.

All new indentures will need to sign the Apprenticeship Agreement and return it to the JATC as required by law. After receiving the initial job assignment, the agreement will be sent requiring your signature. You must sign and send it back immediately to the JATC. Failing to return the signed apprenticeship agreement within 1 week of receiving it will result in being removed from employment and your apprenticeship opportunity cancelled.

Probationary Period

The probationary period is considered a continuation of the selection procedure. During the probationary period, either party without the formality of a hearing may cancel the Apprenticeship Agreement. To be eligible to advance past the probationary period an apprentice must have worked a minimum of 500 non-penalized hours and been approved to be removed by a local Subcommittee.

After the probationary period, the JATC will cancel the Apprenticeship Agreement only after a formal hearing.

Request for Credit

Applicant/Apprentice may request credit for OJT hours worked in the Outside Gas Construction Industry. Request must be made when the applicant is indentured and before the end of the probationary period. To request credit, the individual must provide hours of documented work experience. Requests will be reviewed by a local Subcommittee. Credit given will not exceed the hours outlined below. At no time will an accumulated total exceed 500 hours.

Equipment Operator	may be granted up to 500 hours
Gas Groundman	may be granted up to 500 hours

Advanced Placement (Direct Entry)

To request advanced placement, the individual must provide hours of documented work experience. Requests and results will be reviewed by a local Subcommittee and placement will be granted deemed as appropriate.

Below 1000	Placed appropriately in program, see above Request for Credit
1000 to 8000	Placement exam with results reviewed by Subcommittee
Over 8000	Fitter pending Journeyman Exam with results reviewed by Subcommittee

Work Assignments

Work assignments are based on employer requests and training needs within the area prescribed by the JATC. Apprentices shall receive employment as designated by the Director. Upon notice of a work assignment by the Director, each apprentice shall report to the I.B.E.W. Local Union having jurisdiction of the area. Any apprentice refusing a work assignment will be immediately suspended.

Rotation

Apprentices will be rotated at the JATC's discretion in order to acquire exposure to all aspects of the trade. When notice is given, the apprentice shall go to the new place of employment (in accordance with the Work Assignment Rule) on the date and at the time prescribed by the Director's notice. The Director has the authority to rotate like for like (not step for step, not hour for hour) apprentices.

The JATC and/or Director shall replace each rotated apprentice with another apprentice, as needed.

Duties of First Period Apprentice

A first period apprentice shall learn the proper care of tools and equipment, general safety rules and precautions, various knots and slings, and the use of hand signals.

The apprentice will be assigned other duties normally performed by apprentices.

The apprentice will furnish the tools necessary to perform the work of apprentice fitter under the applicable Statewide Agreement. All tools must meet acceptable industry standards.

Hot Work

An apprentice shall not work on any pressurized (live) natural gas lines without the direct supervision of an appropriately qualified (OQ) Journeyman Fitter.

Subcommittee Meetings

Apprentices shall attend Subcommittee meetings upon notice by the Director. Unexcused absence shall result in disciplinary action.

There will be a one (1) year waiting period before an individual can reapply after cancellation for cause from the Training Program.

Any appeal of a decision rendered by a Subcommittee must be filed, in writing or by email, within thirty (30) days of the cancellation date in order to be heard by the Five State Committee. All appeals must be sent to the office of the Director. Probationary apprentices do not have the right to appeal a Subcommittee decision.

Termination of Employment

Apprentices who are fired or self-terminate themselves from any place of employment are immediately suspended and can no longer work until they meet with the Subcommittee.

Upon termination of employment, the apprentice shall notify the Director, immediately.

Laid Off

Upon being laid off, apprentices shall notify the JATC within 24 hours, failure to do so may result in meeting with the Subcommittee. Apprentices laid off cannot work in the Outside Gas Construction Industry in any capacity.

Lack of Work

Apprentices may be allowed to continue working for a contractor in a non-gas work capacity if gas work is not available. In the event that a contractor is needing apprentices for gas type work, they may be rotated at this time.

Suspension

Apprentices under suspension cannot work in the Outside Gas Construction Industry in any capacity.

An apprentice suspended for certain related training or medical problems may be allowed to attend related training classes, provided that any problem will not be aggravated by such participation. The Director will review each case individually and render a decision deemed appropriate.

Leaving the Jurisdiction of the JATC

An apprentice may, at the request of the Director, leave the jurisdiction of the JATC to secure employment. Apprentices representing the JATC will conduct themselves appropriately.

All paperwork and schedules are to be followed as set forth by the JATC.

All JATC rules will apply, although out of the area, as well as rules of the Training Program in which the apprentice is employed.

An apprentice shall return to the jurisdiction of the JATC upon notice by the Director.

Location Status

Any change in location affecting the individual's ability to perform job duties must be reported to the JATC immediately.

Each apprentice shall inform the JATC immediately of any change of address or telephone number. Any apprentice who fails to keep the JATC informed as to their present location is subject to disciplinary action. Violation of this rule may result in suspension or cancellation.

Many employer's policies are "no call, no show" result in termination of employment. Apprentices terminated are immediately suspended and can no longer work until they meet with the Subcommittee. Any apprentice who is absent from their workplace must immediately inform their employer and the JATC with an explanation for the absence. Violation of this rule may result in suspension or cancellation.

Driving Status

Any change in driving status affecting the individual's ability to perform job duties must be reported to the JATC immediately. Loss of driver's license may be cause for suspension or cancellation.

Any apprentice who fails to keep the JATC informed as to their driving status is subject to disciplinary action. Violation of this rule may result in suspension or cancellation.

Ability to Perform Job Duties

Anyone who is unable to perform all the required job abilities (whether due to physical or mental limitations, such as difficulty with climbing, lifting, crawling, reading, or hearing) that affect job performance, completion or adherence to the Training Program's policies must report this to the JATC immediately. This includes illness or injury.

Any apprentice who fails to report a change in their status to the JATC will be subject to disciplinary action. Violation of this rule may result in suspension or cancellation.

Personal Time Off

The employer may or may not be able to accommodate the requested time off. The apprentice may be laid off and replaced with an available apprentice.

Apprentices requesting personal time off from work (less than 14 days), for any reason, must obtain prior approval from their employer.

Time off extending more than 14 days must also be approved by the JATC.

Periods extending more than 30 days will follow the hold status policy outlined below.

Taking days off multiple times may result in a performance review with a Subcommittee at the recommendation of the employer or JATC.

Hold Status

To request an apprenticeship hold, the apprentice must submit a written request to the JATC and notify their employer as soon as possible of the proposed effective date and estimated return to work date. The

JATC or employer may or may not be able to accommodate the requested time off. The apprentice may be laid off and replaced with an available apprentice. The apprentice's status will be changed to one of the Holds listed below.

At the discretion of the JATC, an apprenticeship review may be conducted upon return. Failure to keep the JATC updated may result in an implied resignation.

Apprentices must be able to perform all the essential duties of their apprenticeship to receive credit for hours worked.

The apprentice may or may not be allowed to attend JATC classes at the discretion of the Director. Those allowed to attend may or may not be given credit for class hours depending on field participation.

To resume active status the apprentice must provide the JATC with the completed Fitness for Duty Examination Medical Release Form signed by a medical professional. This form cannot be dated more than 7 days prior to the return-to-work date.

Medical Hold

An apprentice is injured or sick and will not be able to work. The apprentice's status will be changed to: Medical Hold.

Light Duty

If an employer allows an apprentice to continue to work, including light or restricted duty, the hours worked during that period may or may not be recorded as OJT hours on a case by case basis. Hours not considered OJT hours will not be credited towards their apprenticeship. The apprentice's status will be changed to: Medical Hold.

Personal Leave Hold

If personal events require an apprentice to take time off from work (more than 30 days), the JATC will review the apprentice's request. If approved, the apprentice's status will be changed to: Personal Leave Hold.

Penalties

The issuance of any penalty, regardless of reason, will result in a one-month extension of the advancement date.

Accumulation of any two penalties will result in a performance review the Subcommittee, which may result in disciplinary action and possible cancellation.

Advancement

Pay on advancement will become effective on the pay period following receipt of the advancement notice from the JATC. An apprentice must meet the following minimum requirements by the 5th of the month to advance:

- At least six (6) months' time spent in each period of apprenticeship.
- At least ten (10) competencies in each six (6) month period.
- Achieve an 80% passing grade on all related training: coursework and online requirements.
- Must be current on: First Aid, CPR, CDL, and DOT Medical.
- All fees are paid to the JATC.

An apprentice is not eligible to advance if the status is one of the following: Terminated, Suspended,

Quit, Military Duty, Medical Hold, or Personal Leave Hold.

Overpayment of Wages

Apprentices shall receive at a minimum, the amount specified in their apprenticeship period in the current Labor Agreement.

Upon the request of the Director, apprentices shall show verification of the wages they have received for the past six (6) months.

Monthly Work Report

Apprentices must submit a Monthly Work Report regardless of current working status. Work Reports are due on the 1st day of the following month, no later than the 5th. Missing or late work reports will result in a one-month extension of the advancement date. Excessive late reports may be cause for cancellation.

Work Reports include the type of work being performed and how those hours were spent. The apprentice's crew foreman or job supervisor shall approve each Work Report.

If there are ANY working hours to report in a calendar month, whether employed or not, must submit a Monthly Work Report to a supervisors email address to be evaluated.

If there are ZERO working hours in a calendar month, whether employed or not, must submit a Monthly Work Report and choose unemployed reason.

Job Evaluation Reports

Each apprentice is responsible for submitting a monthly Job Evaluation Report to be completed by their Foreman or Journeyman with whom the apprentice worked with. Job Evaluation Reports are submitted once a month after the Monthly Work Report is completed by entering the correct email address provided by their Foreman or Journeyman. The JATC may contact the apprentice's Foreman or Journeyman for more information if necessary.

If any apprentice misuses or fails to have the proper person complete the online form, the apprentice shall be subject to disciplinary action.

Related Training: Coursework and Online Training

Each apprentice shall complete the coursework and online training requirements as scheduled by the Director. Coursework assignments shall be completed prior to testing. Each article of coursework will be graded on a percentage basis with the stipulation that all articles must be completed to post a satisfactory grade. An apprentice must receive a satisfactory grade on required coursework to be eligible for advancement.

Apprentices not achieving an 80% on required assessments or demonstrating proficiency in practical examination may be requested to appear before a Subcommittee for a performance review. If you are requested to appear, it is the discretion of the Subcommittee whether an apprentice posting a score or scores under 80% or non-proficiency may be allowed to retake the training exam. The re-taken assessments/exams will be reflected in the apprentice's progress.

Anyone verifiably caught cheating may be canceled.

The Subcommittee will determine corrective action for the apprentice including possible recommendation of cancellation from the Training Program.

Related Training: Classroom Instruction

Apprentices should attend all required instructional sessions. Any variance/exemptions will be at the discretion of the Director and/or the Subcommittee.

Acceptable excuses for missing scheduled class sessions are an unavoidable conflict with emergency work and/or a death in the immediate family.

Each unexcused absence will result in a one-month extension of the advancement date. Absenteeism may be cause for cancellation from the Training Program.

Certifications

An apprentice entering the Training Program must ensure all certifications with the JATC are current within two (2) months of enrollment. Missing or expired certifications must be brought up to date and submitted no later than the 5th of each month to avoid a one-month extension of the advancement date.

- First Aid
- CPR: online courses are not accepted, a hands-on course is required
- CDL: refer to CDL Requirement: Further Explained section
- DOT Medical

To be eligible for advancement, apprentices will be required to maintain and provide to the JATC valid certifications. Renewed documents must be provided to the JATC.

The JATC will recognize the expiration date on the cards issued.

CDL Requirement: Further Explained

An apprentice entering the Training Program with a CDL will be required to hold and maintain a valid Class A Commercial Driver's License (CDL) with no restrictions on air brakes. Restrictions (transmission, tractor trailer) on a CDL could affect employability. To be eligible for advancement, apprentices will be required to maintain and provide the JATC a valid copy of the CDL. Renewed documents must be provided to the JATC.

An apprentice entering the Training Program without a Class A Commercial Driver's License (CDL) with no restrictions on airbrakes will be required:

- to obtain a CDL Permit within the first six (6) months of enrollment
 - advancement to 2nd Step requires a CDL Permit
- to obtain a full CDL with no restrictions on air brakes within the first twelve (12) months of enrollment
 - advancement to 3rd Step requires a full CDL with no restrictions on air brakes
- to be eligible for advancement, apprentices will be required to maintain and provide the JATC a valid copy. Renewed documents must be provided to the JATC.

Apprentices entering the Training Program having a CDL will start at the Step 2 pay rate.

Completion Criteria

An apprentice may be allowed to graduate from the Training Program after all criteria has been met.

1. Must have attained all required competencies.
2. Must have completed all related training.
3. Must complete the Final Written Exam with a minimum score of 80% or higher.

4. Must complete the Final Practical Exam by demonstrating proficiency.
5. Must be current on First Aid, CPR, CDL, and DOT Medical.
6. Must have completed training for Competent Person and OSHA 10 ET&D or Construction.

Upon completion of the Training Program, the JATC will notify all applicable Locals and Contractors to upgrade the individual's classification to Journeyman Fitter or equivalent classification.

Military Service

An apprentice who enters active military service shall notify the Director. The Director, upon receipt of such notice, shall place the apprentice on leave of absence.

This covers an apprentice on leave of absence for performance of inactive duty for training or active duty for training members of a reserve or National Guard component of the United States Armed Forces.

A leave of absence will be provided for the periods of time required for the apprentice's participation in Reserve or National Guard inactive duty for training or active duty. The apprentice should give his/her supervisor ample notice of the need to miss work because of reserve military training requirements.

The JATC has adopted and will comply with the terms and requirements of the Uniformed Services Employment and Re-employment Rights Act (USERRA) as enacted, and as it may be periodically modified by the Congress of the United States of America. The USERRA shall dictate the policies and procedures related to an applicant/apprentice's military service.

Veterans may apply for assistance through the Veterans Administration.

Union Activities

All apprentices are required to keep themselves informed of all the I.B.E.W. Local Union activities, rules and regulations by attending local union meetings. Apprentices shall not accept or hold steward positions under any circumstances.

Controlled Substances

All applicants for apprenticeship and indentured apprentices will be subject to the Drug Policy as adopted by the JATC. Apprentices will also conform to the various drug policies adopted by the DOT and contractor/customer requirements or their respective employers.

Harassment

The JATC has recognized that harassment, sexual or otherwise, is against the law and will not be tolerated. The terms of the Policy Against Sexual Harassment, as adopted by the JATC, will apply to all apprentices.

Personal Conduct

It is the JATC's Policy to comply with all laws which are applicable to its business, wherever conducted. Compliance with the law means observing both the letter and the spirit of the law and conducting all affairs so the Training Program continues to earn the highest respect in the community and from the customers that we serve.

Compliance with all laws is so vitally important that failure to meet legal requirements cannot be excused by claims of ignorance, good intention, or failure to seek timely advice.

Therefore, any violation of a legal statute or related JATC policies or procedures will result in appropriate

disciplinary action, which may include termination from the Training Program and legal action for civil or criminal penalties.

Training Facilities

The JATC training facilities are an investment in the utility industry. All facilities and equipment within will be treated with the highest value and respect. Anyone found to be damaging JATC property will be immediately suspended and may be required to attend a Subcommittee meeting for a performance review.

Several work methods will be taught and practiced at the training facilities. All PPE, safe work practices, and safety equipment will be required while training and must be used properly. Violation of safety rules at the training facility will result in disciplinary action, and a possible performance review with the Subcommittee.

Tuition Agreement

All apprentices indentured shall be required to approve the applicable Tuition Agreement and comply with its terms and current policies of the JATC.

WHEREAS, the Mountain States Line Constructors Joint Apprenticeship and Training Committee (hereinafter "Committee") sponsored by signatory Local Unions 12, 44, 57, 111, 113, 291, 322, 449, 532, and 768 in the Vice Presidential District Eight of the International Brotherhood of Electrical Workers and Western Line Constructors Chapter of the National Electrical Contractors Association, Inc. and the indentured Apprentice (hereinafter "Apprentice") understand and agree that the Committee will expend significant sums of money and service for the training of the Apprentice in the specialized skills necessary for employment as a Journeyman Fitter in the Outside Gas Construction Industry; and

WHEREAS, those sums of money will result in a substantial direct benefit, as well as a substantial indirect and intangible benefit, to the Apprentice from this training, which training cost should be shared, in part, by the Apprentice in the amount set forth in Tuition and Books Paragraph hereto which will constitute the Tuition payable by the Apprentice for the training; and

WHEREAS, the viability of the training program substantially depends upon journeymen providing on the job training to apprentices and the financial contributions that result from their employment; and

WHEREAS, the Tuition rate is reviewed periodically and subject to change at the discretion of the JATC Board of Trustees; and

WHEREAS, the Apprentice hereby understands and agrees that the Apprentice assumes certain obligations arising out of the training provided by the Committee, including the obligation to pay the Tuition to the Committee for all years of training.

NOW, THEREFORE, the Committee and Apprentice hereby Agree and Covenant, for the good and valuable consideration set forth herein, as follows:

Tuition and Books

The Committee and the Apprentice hereby agree that: The tuition the Apprentice will pay for the years of training covered by this Agreement is set forth in Tuition Payment by Payroll Deduction Paragraph herein which is the cost to the Apprentice of the training, which includes but is not limited to, necessary equipment, maintenance, and the cost of operating the training facility, instructors' salaries, program administration, textbooks and related materials (except for individual special equipment, tools and clothing, moving and other living expenses due to reassignments to geographic areas to receive training, none of which are a part of the tuition and which is the

Apprentice's responsibility). The Apprentice will execute this Agreement prior to the commencement of training and pay all amounts of tuition concurrent with the years of training as provided herein or on a payment schedule acceptable to the Committee.

Tuition Payment by Payroll Deduction

The tuition the Apprentice will pay outlined in this Agreement is **\$0.38 per hour worked** for a Contributing Contractor during the apprenticeship. The said amount to be authorized by the Apprentice to be withheld, by the Employer, from the Apprentice's wages and paid to Mountain States Line Constructors Joint Apprenticeship and Training Trust Fund. Upon notice any funds not deducted will be owed to the JATC.

Term of Training

The Committee will provide training in accordance with its program, standards, and policies to the Apprentice throughout the course of the apprenticeship.

Subsequent Years of Training

The Committee shall determine the cost of the training, necessary equipment, maintenance, and cost of operating the training facility, instructors' salaries, program administration and related materials for each period of training on or before the expiration of this Agreement. The tuition assessed by the Committee shall not exceed the Apprentice's representative share of that determination of the costs of the Program. Nothing herein will preclude the Committee, in its discretion, from discontinuing or amending the grant, refund or payment provisions herein in future agreements, at its own discretion.

Breach of this Agreement

It will constitute an immediate breach of this Agreement if during the period of training provided for in this Agreement or after termination or completion of the training provided pursuant to this Agreement and prior to full refund of Tuition, the Apprentice accepts employment, in any capacity for which he was trained by the Committee, in the Gas Industry from an employer, that is or becomes an employer that is not a Contributing Employer. The Apprentice will provide the Committee with documentation of the Apprentice's employment in the Electrical Industry. It will be presumed that the Apprentice is in breach of the Agreement if the Apprentice fails to provide such documentation or otherwise fails to take affirmative steps or to cooperate with the Committee's requests to demonstrate to the Committee that the Apprentice has not worked for an employer that is not a Contributing Employer in the Gas Industry. Any other default under the terms of this Agreement by the Apprentice, including the failure to pay tuition, will be an immediate breach of this Agreement.

Termination from Training Program

In the event that the Apprentice's training agreement is terminated by either the Apprentice's voluntary action or by the action of the Committee during the period of training provided for in this Agreement, the Committee is not obligated to refund tuition.

Arbitration

Any controversy or claim arising out of or relating to this Agreement, or in breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with Title 9 of the United States Code (Federal Arbitration Act) and the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Apprentice and the Committee shall equally share the fees and expenses of the Arbitrator and the facilities.

Waiver of Breach

A minor breach of this Agreement can be waived in writing by the Committee in its sole discretion, and a waiver of such breach of this Agreement will not be unreasonably withheld by the Committee.

Gas Industry

As used herein the term "Gas Industry" means any and all types of work covered by collective bargaining agreements to which the International Brotherhood of Electrical Workers, AFL-CIO, and/or any affiliated Local Union are a party, or under the trade jurisdiction of the I.B.E.W. Constitution; or any other work to which an gas worker has been assigned, referred or can perform by virtue of possessing the skills and training of an gas worker.

THIS POLICY IS A CHANGING AND DEVELOPING DOCUMENT. REQUIRED COURSEWORK IS ALSO EVOLVING WITH CHANGING NEEDS AND REQUIREMENTS. SUPPLEMENTS WILL BE ISSUED AS CHANGES OCCUR.

Revision dates: 04/25